

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 101-18-2-2845-0017		PAGE 1 OF 83	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C10X18Q9150	
						6. SOLICITATION ISSUE DATE 08/21/2018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME William Milline (William.Milline@va.gov)		b. TELEPHONE NO. (No Collect Calls) 240-215-0857		8. OFFER DUE DATE/LOCAL TIME 08-31-2018 3:00pm/EST	
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 checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541910 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$15 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input 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 Department of Veterans Affairs Product Effectiveness 810 Vermont Ave., NW Washington DC 20420				16. ADMINISTERED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125 Frederick MD 21703			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
				See B.1 Contract Administration Data			
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. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		Department of Veterans Affairs (VA) Access to Care Mystery Shopper Assessment Contract Type: Firm Fixed-Price DUNS: CAGE: TIN: IFCAP PO: See E.1 Instruction to Offerors for Evaluation Factors Questions are due no later than 08/24/2018 by 12:00 pm/ET. See CONTINUATION pages for further details (Use Reverse and/or Attach Additional Sheets as Necessary)					
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 _____ 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) Christina Heller Contracting Officer		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

(Continuation from Standard Form 1449, block 18A.)

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: To Be Determined
POC:
Email:
Phone:

b. GOVERNMENT: Strategic Acquisition Center - Frederick
Contracting Officer: Christina Heller
Email: Christina.Heller@va.gov
Phone: 240-215-1719

Contract Specialist: William Milline
Email: William.Milline@va.gov
Phone: 240-215-0857

Contracting Officer Representative (COR): Released after Award
Email:
Phone:

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

[X] 52.232-33, Payment by Electronic Funds Transfer—System For Award Management

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐
b. Semi-Annually ☐
c. Other ☒ Monthly, upon delivery and acceptance by the Government

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the Contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

5. INVOICING INSTRUCTIONS/SUBMISSION

*** The IFCAP Purchase Order number: **101-CXXXXX** MUST be included on all invoices.

*** The Contract number: **36C10X18XXXX** MUST be included on all invoices.

TUNGSTEN (f/k/a OB10) ELECTRONIC INVOICE SUBMISSION

FSC e-INVOICE PROGRAM THRU AUSTIN PORTAL

FSC MANDATORY ELECTRONIC INVOICE SUBMISSION FOR AUSTIN PAYMENTS

Vendor Electronic Invoice Submission Methods:

Fax, email and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted data transmissions below.

- VA's Electronic Invoice Presentment and Payment System – The Financial Services Center (FSC) in Austin, TX uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.
- A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI). The X12 EDI Web site is <http://www.x12.org>.

Vendor e-invoice Set-up information:

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center in Austin, TX for payment processing. If you have questions about the payment status of a properly submitted invoice, the e-invoicing program, or Tungsten, please contact the FSC at the phone number or email address listed below.

- Tungsten e-Invoice setup information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@tungsten-network.com
- VA TUNGSTEN Number: AAA544240062
- FSC e-Invoice contact information: 1-877-353-9791
- FSC e-Invoice email: vafscshd@va.gov
- <http://www.fsc.va.gov/einvoice.asp>

COMMUNICATIONS:

- <https://www.federalregister.gov/articles/2012/11/27/2012-28612/va-acquisition-regulation-electronic-submission-of-payment-requests>
- <http://fcw.com/articles/2012/11/27/va-epayments.aspx?s=fcwdaily>

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

Amendment Number	Date

B.2 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Phase 1 Field Work – Recruitment	3.00	EA		
0002	Phase 1 Field Work – Training and Education	3.00	EA		
0003	Phase 1 Field Work – Data Collection	3.00	EA		
0004	Project Management Plan Contract Period: Base	1.00	EA		
0005	Research/Interview Plan and Log Contract Period: Base	1.00	EA		
0006	Project Business Case Report Contract Period: Base	1.00	EA		
0007	Charter and/or Addendum Contract Period: Base	1.00	EA		
0008	Initial Workflows Contract Period: Base	1.00	EA		
0009	Evaluation Plan Contract Period: Base	1.00	EA		
0010		1.00	EA		

Market Analysis Summary Document Contract Period: Base				
0011	1.00	EA	_____	_____
Assessment Data Collection Database Contract Period: Base				
0012	1.00	EA	_____	_____
Data Dashboard Contract Period: Base				
0013	12.00	MO	_____	_____
Weekly Status Report (submitted monthly) Contract Period: Base				
0014	12.00	MO	_____	_____
Monthly Accomplishments Report (submitted monthly) Contract Period: Base				
0015	10.00	EA	_____	_____
Project Management Plan Update Contract Period: Base				
0016	10.00	EA	_____	_____
Evaluation Plan Update Contract Period: Base				
0017	10.00	EA	_____	_____
Steering Committee and Integrated Project Working Group Meetings (Presentations) Contract Period: Base				
0018	6.00	EA	_____	_____
Quick Facts Contract Period: Base				
0019	12.00	EA	_____	_____

	Project Briefing Contract Period: Base				
0020		4.00	EA	_____	_____
	Preliminary Findings Briefing Contract Period: Base				
0021		3.00	EA	_____	_____
	Report of Findings Contract Period: Base				
0022		10.00	EA	_____	_____
	Executive Project Briefing Contract Period: Base				
0023		4.00	EA	_____	_____
	Data and Information Contract Period: Base				
0024		6.00	EA	_____	_____
	Assessment Data Collection Database Update Contract Period: Base				
0025		6.00	EA	_____	_____
	Data Dashboard Update Contract Period: Base				
0026		10.00	EA	_____	_____
	Meeting Agendas Contract Period: Base				
0027		10.00	EA	_____	_____
	Meeting Minutes Contract Period: Base				
0028		1.00	EA	_____	_____

	Post Engagement Business Value Report Contract Period: Base				
0029		2.00	EA	_____	_____
	Lessons Learned Report Contract Period: Base				
0030		1.00	EA	_____	_____
	Project Close-out Checklist Contract Period: Base				
1001	Phase 2 Field Work – Recruitment	20.00	EA	_____	_____
1002	Phase 2 Field Work – Training and Education	20.00	EA	_____	_____
1003	Phase 2 Field Work – Data Collection	20.00	EA	_____	_____
1004		1.00	EA	_____	_____
	Project Management Plan Contract Period: Option 1				
1005		1.00	EA	_____	_____
	Research/Interview Plan and Log Contract Period: Option 1				
1006		1.00	EA	_____	_____
	Project Business Case Report Contract Period: Option 1				
1007		1.00	EA	_____	_____
	Charter and/or Addendum Contract Period: Option 1				

1008	1.00 EA	_____	_____
Initial Workflows Contract Period: Option 1			
1009	1.00 EA	_____	_____
Evaluation Plan Contract Period: Option 1			
1010	1.00 EA	_____	_____
Market Analysis Summary Document Contract Period: Option 1			
1011	1.00 EA	_____	_____
Assessment Data Collection Database Contract Period: Option 1			
1012	1.00 EA	_____	_____
Data Dashboard Contract Period: Option 1			
1013	12.00 MO	_____	_____
Weekly Status Report (submitted monthly) Contract Period: Option 1			
1014	12.00 MO	_____	_____
Monthly Accomplishments Report (submitted monthly) Contract Period: Option 1			
1015	10.00 EA	_____	_____
Project Management Plan Update Contract Period: Option 1			
1016	10.00 EA	_____	_____
Evaluation Plan Update Contract Period: Option 1			
1017	10.00 EA	_____	_____

Steering Committee and Integrated Project Working Group Meetings (Presentations) Contract Period: Option 1				
1018	6.00 EA	_____	_____	Quick Facts Contract Period: Option 1
1019	12.00 EA	_____	_____	Project Briefing Contract Period: Option 1
1020	4.00 EA	_____	_____	Preliminary Findings Briefing Contract Period: Option 1
1021	3.00 EA	_____	_____	Report of Findings Contract Period: Option 1
1022	10.00 EA	_____	_____	Executive Project Briefing Contract Period: Option 1
1023	4.00 EA	_____	_____	Data and Information Contract Period: Option 1
1024	6.00 EA	_____	_____	Assessment Data Collection Database Update Contract Period: Option 1
1025	6.00 EA	_____	_____	Data Dashboard Update Contract Period: Option 1
1026	10.00 EA	_____	_____	

	Meeting Agendas Contract Period: Option 1				
1027		10.00	EA	_____	_____
	Meeting Minutes Contract Period: Option 1				
1028		1.00	EA	_____	_____
	Post Engagement Business Value Report Contract Period: Option 1				
1029		2.00	EA	_____	_____
	Lessons Learned Report Contract Period: Option 1				
1030		1.00	EA	_____	_____
	Project Close-out Checklist Contract Period: Option 1				
2001	Phase 3 Field Work – Recruitment	25.00	EA	_____	_____
2002	Phase 3 Field Work – Training and Education	25.00	EA	_____	_____
2003	Phase 3 Field Work – Data Collection	25.00	EA	_____	_____
2004		1.00	EA	_____	_____
	Project Management Plan Contract Period: Option 2				
2005		1.00	EA	_____	_____
	Research/Interview Plan and Log Contract Period: Option 2				
2006		1.00	EA	_____	_____
	Project Business Case Report Contract Period: Option 2				

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2007	1.00	EA	_____	_____
Charter and/or Addendum Contract Period: Option 2				
2008	1.00	EA	_____	_____
Initial Workflows Contract Period: Option 2				
2009	1.00	EA	_____	_____
Evaluation Plan Contract Period: Option 2				
2010	1.00	EA	_____	_____
Market Analysis Summary Document Contract Period: Option 2				
2011	1.00	EA	_____	_____
Assessment Data Collection Database Contract Period: Option 2				
2012	1.00	EA	_____	_____
Data Dashboard Contract Period: Option 2				
2013	12.00	MO	_____	_____
Weekly Status Report (submitted monthly) Contract Period: Option 2				
2014	12.00	MO	_____	_____
Monthly Accomplishments Report (submitted monthly) Contract Period: Option 2				
2015	10.00	EA	_____	_____
Project Management Plan Update Contract Period: Option 2				
2016	10.00	EA	_____	_____

Evaluation Plan Update Contract Period: Option 2				
2017	10.00	EA	_____	_____
Steering Committee and Integrated Project Working Group Meetings (Presentations) Contract Period: Option 2				
2018	6.00	EA	_____	_____
Quick Facts Contract Period: Option 2				
2019	12.00	EA	_____	_____
Project Briefing Contract Period: Option 2				
2020	4.00	EA	_____	_____
Preliminary Findings Briefing Contract Period: Option 2				
2021	3.00	EA	_____	_____
Report of Findings Contract Period: Option 2				
2022	10.00	EA	_____	_____
Executive Project Briefing Contract Period: Option 2				
2023	4.00	EA	_____	_____
Data and Information Contract Period: Option 2				
2024	6.00	EA	_____	_____
Assessment Data Collection Database Update Contract Period: Option 2				
2025	6.00	EA	_____	_____

Data Dashboard Update Contract Period: Option 2					
2026		10.00	EA	_____	_____
	Meeting Agendas Contract Period: Option 2				
2027		10.00	EA	_____	_____
	Meeting Minutes Contract Period: Option 2				
2028		1.00	EA	_____	_____
	Post Engagement Business Value Report Contract Period: Option 2				
2029		2.00	EA	_____	_____
	Lessons Learned Report Contract Period: Option 2				
2030		1.00	EA	_____	_____
	Project Close-out Checklist Contract Period: Option 2				
				GRAND TOTAL _____	

PERFORMANCE WORK STATEMENT

1. GENERAL INFORMATION

The Veterans Health Administration (VHA) Office of Quality, Safety, and Value Product Effectiveness (PE) program office performs 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.

Results from PE projects support VA stakeholders at the highest executive level of VA to measure these programs' effectiveness and make recommendations on improving their performance. PE findings are intended to be used to validate investment decisions, provide accountability, identify gaps and challenges, and support continuous improvement of VHA mission critical health information, health informatics, and internal process improvement projects. PE uses a rigorous process to conduct assessments which ultimately inform 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.

This contract supports the administration of the Access to Care Mystery Shopper Assessment (ACMSA). The following scope of work describes services required to support the goals and objectives of the project in support of the PE organization.

2. CONTRACT SCOPE

On behalf of the VHA PE program office, ACMSA will conduct an assessment of VA medical facilities with the purpose of gaining a deeper understanding of the Veterans perspective of obtaining access to VA medical services in ways that are complimentary to existing measurement tools (e.g., patient surveys, metrics of waiting time for appointments). This will require the contractor to assemble a cadre of mystery shoppers, develop scenarios and scripts, and a standardized evaluation plan to assess the most common types of services requested by Veterans as defined by the PE organization. The assessment is also intended to develop and operationalize a repeatable model for conducting mystery shopper assessments at all applicable VA Medical Centers enterprise-wide.

Objectives:

This will be a comprehensive assessment, consisting of multiple phases, with the following primary objectives:

1. Evaluate, from a Veterans perspective, access to VA clinical services and availability of appointments for both primary and specialty care services:
 - Understand Veterans' ability to obtain access for same day medical services
 - Evaluate Veterans' ability to schedule future appointments (i.e., not same day)
 - Assess the timeliness of obtaining appointments (e.g., is appointment made on the spot? Was Veteran sent to another clinic/department?)
 - Determine if services were offered for the dates/times requested

- Assess wait times if services were not offered for dates/times requested (i.e. how many days/weeks after the requested date/time was the appointment scheduled)
 - Understand the variation in how Veteran appointment requests placed over the phone and in-person are addressed by VA staff. This includes direct appointments (e.g., primary care, mental health, women's health, other specialty care) as well as assessing the process for patients with referrals from primary care
 - Assess the process for how VA staff refer Veterans to self-referral (i.e., direct scheduling) clinics?
 - Evaluate what factors impact Veterans' ability to schedule same-day appointments (e.g., was Veteran misdirected to the wrong location/clinic?) as well as future appointments
 - Obtain sampling of Veterans' wait times to get routine, same day and urgent appointment requests scheduled
 - Evaluate the appropriateness of VA staff triaging and referring patients to specialty services based on need, e.g., a patient with an urgent need such as suspected skin cancer should obtain faster referral than a routine condition like eczema. Various scenarios will need to be evaluated, for example: referral from primary care; triaging at the VA medical facility call center. Understanding the business rules utilized at medical facilities and how they are administered across the enterprise will yield valuable information in terms of capacity issues and further pointers into internal controls.
 - Define various clinical scenarios for an appropriate demographic mix of Veterans
2. Assess unique aspects of the different methods Veterans can use to obtain access
 - For example, understand specific aspects of the call for service requests placed over the phone, e.g., number of rings before the phone was answered, number of times Veteran was placed on hold, number of times Veteran was disconnected, number of times Veteran received a voicemail message.
 3. Assess the customer service and wait time of going to a scheduled appointment
 - Assess the process for checking-in to an appointment as well as the interactions that take place at the conclusion of the appointment (e.g., scheduling of follow-up appointment)
 4. Assess policy, process, and business rule variations across different VA medical facilities
 - Identify best practices observed (i.e., what can we learn from specific VA medical facilities?)
 - Assess variations from existing VA appointment scheduling policies
 - Evaluate the consistency by which same-day appointment requests are serviced by VA staff within a single medical facility, as well as across all facilities assessed
 - Understand the Veteran experience when routed to community care provider services, when applicable
 5. Develop actionable recommendations to improve, optimize, and standardize access to care
 - Identify impacted staff (e.g., staff groups or roles such as call center clerks or clinic scheduling staff), medical facilities, and stakeholders as well as level of effort (e.g., short-term, long-term, requires additional resources to implement, needs policy changes)

- Develop a repeatable methodology that can be utilized to identify, categorize, and communicate recommendations for improvement at individual medical facilities as well as at the enterprise level

Data Collection Considerations

Sites to be assessed will be selected by the PE program office with input from subject matter experts and the contractor. Scenarios developed for the assessment shall address a mix of Veteran demographic criteria (e.g., age, gender, race) and clinical settings that will be determined in collaboration with the PE program office.

This engagement requires the contractor to utilize Veterans, who are at a minimum, eligible for VHA medical services, but preferable are receiving health care at the VHA. These Veterans shall follow various scenarios developed by the contractor (in collaboration with the PE program office and any applicable VA subject matter experts) to either schedule appointments, or to attend appointments. Veteran participants in the assessment who attend appointments should only do so if the service is within their normal clinical care. For example, if the scenario is to include physical therapy (PT), the Veteran should need PT in their normal course of care.

The contractor shall develop a detailed evaluation plan that will include:

1. Detailed objectives
2. Assessment data collection requirements, for example:
 - a. Sampling size calculations
 - a. Facility selection process considerations i.e., VA facility characteristics to include in the assessment. For example, this may include facility complexity, type, scheduling configuration, perceived quality scores, and consults backlog
 - b. Defining what is in scope and out-of-scope
 - c. Veteran selection process
3. Detailed patient pathway scenarios, scripts, and anticipated outcomes, to include:
 - b. Defining typical patient contact scenarios
 - c. Patient eligibility type
 - d. Defining typical patient clinical appointment scenarios
 - e. Appointment type
 - f. Patient complexity/clinical triage scenarios
 - g. Appointment scenario criteria

Additional considerations include:

1. Data collection consistency
 - The contract shall develop a standard approach for how data is collected from the mystery shoppers during and/or immediately following their encounter with VA staff
 - The same scenarios and scripts shall be utilized at all sites included in the assessment to enable comparisons of the Veteran's ability to obtaining access to medical appointments across sites providing the same services to Veterans with similar conditions.

- Common scenarios that apply to most patients as they make their appointments shall be developed based on internal VA access to care data
 - Phone calls and in-person visits will be required multiple times per scenario (utilizing different Veteran mystery shoppers) for each clinic/call center to obtain better sampling data and assess site variability
 - A checklist shall be used to collect and aggregate specific data elements from assessment participants and also to show ranges and means for measures of access and other process items
2. Anonymity of VHA staff will be maintained
- This is a quality assessment of the structural variation in the processes followed within the VHA system to gain a deeper understanding of what is working well and what issues need improvement, it is not an inspection of individual staff performance
 - No identifying information of VHA employees who come into contact with mystery shoppers shall be documented
3. Adherence to government policies
- Since this assessment will require participation from existing Veterans who are eligible and enrolled in VA health care services, careful considerations will need to be made to ensure that all federal government policies and procedures are followed, for example:
 - HIPAA (Health Insurance Portability and Accountability Act of 1996) that provides data privacy and security provisions for safeguarding patient medical information
 - The Paperwork Reduction Act (PRA) of 1995, which gives the Office of Management and Budget (OMB) authority over the collection of certain information by Federal agencies
 - Notification and communication of assessment to applicable federal employee unions. Although the PE program office will facilitate all communications with national and local unions, the contractor will be required to complete all necessary documentation to support the notification process
 - Rules, restrictions, and any applicable release forms needing to be completed regarding the hiring and/or compensation of Veterans

Please note: The above are all anticipated to impact the assessment; there is also the potential for other unforeseen considerations and/or policies that may be required for this assessment.

Analysis of Results

Findings are to be presented iteratively at pre-defined intervals, to be identified in coordination with the PE program manager.

- Results shall identify a summary of findings, key challenges, best practices, trends, correlations, statistical analysis, and recommendations for improvement.

- The results of the data collected for this assessment shall also be compared to internal business policies, practices and business rules to identify inconsistencies in operational effectiveness, training, organizational change management and optimization of the business process, expectations, measurements, and successes. Although many of these policies and business rules have already been collected by the PE program office, the contractor shall obtain these artifacts from VA medical facility and central office staff (with the assistance of the PE program manager) as needed and identified.
- Results shall be compared to any similar assessments conducted in the private, state, or federal health care sectors (e.g., VA Survey of Healthcare Experience of Patients (SHEP)). It is understood that this type of comparison will only be used for reference purposes since assessment objectives, methodologies, and sample sizes will most likely differ.

The contractor shall exercise critical thinking, perform deep analysis, provide comprehensive and detailed problem statements and hypothesis that will be reviewed with the PE program office 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 ACMSA engagement shall be performed for PE in accordance with the quality measures in the contract Quality Assurance Surveillance Plan (QASP) [refer to the QASP section in this document for additional information]. This engagement will be supported by project stakeholders and subject matter experts who are defined as a person or group who has a vested interest in the engagement subject matter, but who are not members of the PE program office. However, stakeholders 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 stakeholders.

Please note: Although findings from PE assessments may be used by the government to formulate recommendations which may inform decision making, 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.

Phased Assessment

The ACMSA contract shall consist of three phases of data collection; each phase may include sub-phases with defined deliverables.

Phase 1 - Pilot assessment at a small number of number of medical facilities (three VA health care systems, each consisting of one main facility [also referred to as a VA Medical Center, or VAMC] and at least one community based outpatient clinic) with varying facility characteristics. This phase shall be used to conduct due diligence, create a detailed evaluation plan, establish a cadre of mystery shoppers, collect data, compile interim findings and recommendations, and lessons learned for the next phase. The scenarios and scripts to be utilized for this phase will encompass routine and Urgent/Same day (i.e., “urgent” scenario designed to be medically concerning but asymptomatic, so as not to prompt a referral to an emergency department. For example, patient received a very high blood pressure reading at a pharmacy or health fair). Anticipated clinic types will include Primary Care, Mental Health, Women's Health, Physical Therapy, and Oncology (these are subject to change). Data will be primarily be collected via phone calls, but may also include in-person visits. It is anticipated that appointments scheduled during this phase will be canceled, unless the assessment participant has a need to go to the appointment. The data collection methodology, timelines, and facility locations will be reviewed and coordinated with the PE program manager prior to initiation of data collection activities.

Phase 2 Will utilize lessons learned from phase 1 to revise the detailed evaluation plan; introduce additional patient complexity and clinical triage scenarios; and expand the assessment to more specialty clinics. This phase will also expand the assessment to an estimated 20 additional medical facilities (subject to change based on the finalized data collection approach and estimated level of effort). Data may be collected via phone calls as well as in-person visits. It is anticipated that appointments scheduled during this phase will be canceled, unless the assessment participant has a need to go to the appointment. The data collection methodology, timelines, and facility locations will be reviewed and coordinated with the PE program manager prior to initiation of data collection activities.

Phase 3 Will expand the assessment to an estimated 25 additional medical facilities (subject to change based on the finalized data collection approach and estimated level of effort). Data may be collected via phone calls as well as in-person visits. It is anticipated that appointments scheduled during this phase will be canceled, unless the assessment participant has a need to go to the appointment. The data collection methodology, timelines, and facility locations will be reviewed and coordinated with the PE program manager prior to initiation of data collection activities.

a. Type of Agreement: Firm Fixed Price

b. Period of Performance (PoP): This contract will have a one-year Period of Performance from the date of award. The contract will also include two option-year extensions.

c. Place of Performance: The majority of the tasks under this PWS shall take place at VA medical facilities selected for this assessment and/or authorized locations utilized by the contractor to enable mystery shopper Veteran participants to place calls and/or visit their local medical facility. Assessment planning and preparation will take place at the contractor's offices. Occasionally, in-person meetings within the metro Washington DC area will be required at the PE program manager's discretion. These meetings may take place at either contractor or government facilities. No work at any government site shall take place on Federal holidays or weekends, unless directed by the Contracting Office.

d. Travel Requirements: Travel shall be reimbursed in accordance with Federal Acquisition Regulations (FAR) 31.205-46 as well as Federal Travel Regulations. Travel must be pre-approved by the Contracting Officer's Representative (COR) five business days in 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.

Local travel is defined as travel within a 50-mile radius from the Contractor's facility or assigned government provided facility. Local travel 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. Locations and number of trips will be specified in coordination with the PE Program Manager.

The government estimates the following number of trips shall occur during the performance of this task order:

Estimated Locations	Estimated # of trips	Estimated # of contractor personnel per trip	Estimated # days per trip
TBD	80	2	5

Locations and number of trips are subject to change based on assessment needs. Since the place of performance is the Washington, D.C. metropolitan area, travel funds shall not be used for travel to the DC metro area, i.e., for personnel who are not stationed within this area.

3. SPECIFIC MANDATORY TASKS AND ASSOCIATED DELIVERABLES

Quality of deliverables shall follow the contract Quality Assurance Surveillance Plan (QASP). The following deliverables consist of general requirements.

Assignment of Contract Phases and Sub-Phases to ACMSA Engagements: Each Task Phase will be assigned by the PE PM individually. The contractor shall confirm engagement stakeholders; scope, business value and assessment approach strategy with the PM and receive approval prior to commencing any Task Phase under the contract.

Services and Deliverables: This contract consists of services in support of the ACMSA program with associated deliverables related to the Task Phase and for providing documented results of the phase. The services and deliverables are described below and detailed within the schedule of deliverables.

Administrative Deliverables: The Contractor shall provide Official Meeting Minutes and Agenda deliverables as defined in the engagement project schedule of the applicable phase. Action Items are updated once per week through the lifecycle of the applicable phase.

Some deliverables are considered to be “living” documents, which shall be created based on a timeline established in the project management plan, and then updated and delivered again towards the end of a phase, when applicable. For example, meeting minutes will be compiled into a single artifact that will continuously be updated throughout the course of the assessment and submitted as a formal deliverable as identified in the project management plan for such living documents, the intent is to maintain a single deliverable over the life of the project rather than having documents recreated for each sub-phase.

PMP deliverables shall include the following elements of a complete PMP based on The Project Management Body of Knowledge (PMBOK), unless a change is initiated by the PE program office:

1. Project Integration Management
2. Project Scope Management
3. Project Time Management
4. Project Cost Management
5. Project Quality Management
6. Project Human Resource Management
7. Project Communications Management
8. Project Risk Management
9. Project Procurement Management
10. Project Stakeholder Management

The PMP shall include a project schedule in MS Project that includes milestones, a Work Breakdown Structure (WBS) and a task by task execution plan for the work. The project schedule is not a deliverable schedule. The project schedule serves as a management reporting tool as well as an implementation tool to assist with timely completion of the work. The project schedule shall contain all activity durations, dependencies and constraints. The project schedule shall consist of an achievable timetable for executing the work.

Each engagement always has at least one phase and sub-phase but may require multiple sub-phases. For example, one large engagement may consist of only one sub –phase 1.1 Due Diligence, while another may require sub-phases 1.1-1.7. The ACMSA PM will assign each phase and sub-phase during the course of each engagement. The Contractor shall provide the Task Phases listed below.

List of Deliverables:

Deliverable	Deliverable Name	Quantities Requested
1.1.1	Project Management Plan	1
1.1.2	Research/Interview Plan and Log	1
1.1.3	Project Business Case Report	1
1.1.4	Charter and or Addendum	1
1.2.1	Initial Workflows	1
1.2.2	Evaluation Plan	1
1.2.3	Market Analysis Summary Document	1
1.3.1	Assessment Data Collection Database	1
1.3.2	Data Dashboard	1
1.4.1	Phase 1 Field Work – Recruitment	3
1.4.2	Phase 1 Field Work – Training and Education	3
1.4.3	Phase 1 Field Work – Data Collection	3
1.5.1	Phase 2 Field Work – Recruitment	20
1.5.2	Phase 2 Field Work – Training and Education	20
1.5.3	Phase 2 Field Work – Data Collection	20
1.6.1	Phase 3 Field Work – Recruitment	25
1.6.2	Phase 3 Field Work – Training and Education	25
1.6.3	Phase 2 Field Work – Data Collection	25
PM.1	Weekly Status Report (submitted monthly)	12
PM.2	Monthly Accomplishments Report (submitted monthly)	12
PM.3	Project Management Plan Update	10
PM.4	Evaluation Plan Update	10
PM.5	Steering Committee and Integrated Project Working Group Meetings (Presentations)	10
PM.6	Quick Facts	6
PM.7	Project Briefing	12
PM.8	Preliminary Findings Briefing	4
PM.9	Report of Findings	3

Deliverable	Deliverable Name	Quantities Requested
PM.10	Executive Project Briefing	10
PM.11	Data and Information	4
PM.12	Assessment Data Collection Database Update	6
PM.13	Data Dashboard Update	6
PM.14	Meeting Agendas	10
PM.15	Meeting Minutes	10
PM.16	Post Engagement Business Value Report	1
PM.17	Lessons Learned Report	2
PM.18	Project Close-out Checklist	1

Deliverable PM.1: Weekly Status Reports: The Contractor shall provide a weekly status report of milestones, project schedule and timeline compliance, activities and accomplishments, and shall include actions, issues, and risks. The report shall contain project status organized by service area and project. It shall include an up-to-date status on each project including planned phases, schedule status, risks, issues, and mitigations. Each project shall be mapped to VA/VHA strategy. Project details shall be reported to include key ongoing and upcoming activities (+/-) 30 days, key PE Leadership decisions/approvals, key accomplishments for the week, and issues/risks. Accomplishments within the report shall be summaries. This report shall serve as the agenda for the weekly ACMSA status meeting (and is separate from other agenda deliverables). This report shall also contain a table of the awarded Task Phases and Deliverables listing their status (e.g., assigned, unassigned), as well as the customer engagement assigned. This report shall also contain a listing of potential upcoming engagements that have not yet been assigned (to be developed in collaboration with the government ACMSA PM) and shall include recommendations for provision of PE services to current or potential engagement customers. The weekly report will include all engagements in the contract (both active and completed). Any information that is proprietary to the Contractor shall be reported separately as the Weekly Status Report is used to support project collaboration among other teams.

This deliverable shall also include a separate action item log that will contain a listing of all action items related to each engagement. This deliverable shall contain all relevant information necessary to manage actions, including: action item description, owner, priority, due date, completion date, and notes related to the items. Action items will be tracked for all engagement stakeholders, including contractor, PE and non-PE personnel. This deliverable is a living document updated weekly and reviewed during project management meetings. The most current version of the log will be submitted as a deliverable on the last business day of every month along with the weekly status meeting report

Deliverable PM.2-Monthly Accomplishments Report: This deliverable shall be submitted the last business day of the month. It will provide a monthly summary of engagement accomplishments (e.g., number of VA medical facilities assessed, presentations given). Each accomplishment shall describe the accomplishment in terms of value to PE and PE's engagement customers in support of the program and agencies strategic objectives. The monthly accomplishments may also be requested to be entered into an internal PE SharePoint list, which is the reporting tool for PE accomplishments.

This deliverable will also provide an update of all contractual Work Products and Deliverables produced during the reporting period, as well as whether they have been invoiced and/or paid by the government.

Deliverable PM.3-Project Management Plan Update: The contractor will update the baseline PMP and project schedule to accurately reflect any government approved changes or variances from the baseline PMP and project schedule. The PMP and project schedule will include any updates needed to accurately reflect WBS, deliverables, tasks, time needed to complete each task and task dependencies to include milestones to drive all phases in the engagement to successful completion. The PMP will be updated regularly to reflect and new or updated information learned and reviewed with the PE ACMSA PM and PE Director weekly.

Deliverable PM.4- Evaluation Plan Update

The Contractor will update the assessment evaluation plan to reflect any added, deleted or updated benefit(s), measurement grouping(s) or metrics needed to successfully complete the assessment. The objective of this deliverable is to optimize the evaluation plan by keeping it current and relevant based on project execution experiences, lessons, and/or findings.

Deliverable PM.5-Steering Committee and Integrated Project Working Group Meetings

(Presentations): This deliverable provides for additional Steering Committee, Working Group and SME meetings as identified in the and as scheduled by PE. The effort involved related to this deliverable would be for Steering Committee and Working Group Meetings during the engagement and related presentations, meeting agenda's and minutes. Steering Committee and Working Group Presentations shall contain the information needed to initiate and guide discussions with SME's and the Working Group. Steering Committee and Working Group Presentations shall demonstrate critical thinking to support acquiring required project information focused on the business value of healthcare. Meeting presentations shall drive to an understanding of the current and future state, existing policies, processes, business roles, business control points, potential points of failure, a description of what is working well and opportunities for improvement, project goals, and current strategies to measure success. Meeting presentations shall also be used to discuss project status, validate information and understandings, resolve key issues, and obtain strategic direction that will help guide the engagement towards a successful conclusion.

Pre-meeting activities include obtainment of required research and knowledge (content). Meeting logistics and content shall be completed a minimum of one business day prior and approved by the government lead. Comprehensive post-meeting summaries shall be provided to include: Minutes, Action Items, Attendees, Program Objectives and Milestones and major decision points.

Deliverable-PM.6 Quick Facts: A one-page summary of the project and/or engagement to which this deliverable is assigned that provides a complete snapshot of the project, including: project overview, key findings and recommendations that are the equivalent of a condensed version of the executive summary.

Deliverable PM.7: Project Briefing: A presentation-style document shall be developed that provides an executive summary of the project, including stakeholder information, scope, goals, schedule, communications plan, data collection and analysis strategy and updated as knowledge is acquired to insure the content is current. The project briefing shall require critical thinking to support acquiring required information focused on the business value of healthcare and include all project critical quantitative and qualitative measure(s), measurement grouping(s), and metrics to rapidly (6-8 weeks) evaluate success of the project.

The project briefing shall also include a comprehensive and detailed problem statement and hypothesis, use case scenarios, process description(s) and workflow descriptions, a description of what is working well and opportunities for improvement, project goals, and current strategies to measure success. Workflows will be created from a business value perspective to include

points of process variation (impacts), potential points of failure, applicable use cases and various applicable scenarios. Potential points of workflow failure will be identified. The contractor shall gather workflow information from existing work flows, Integrated project working group, SME's, workflows created by other domains such as FR and other applicable sources to inform the creation of the workflow. The contractor shall utilize the final workflow to validate the messaging and context for how measures relate to one another.

The project briefing shall contain the information needed to initiate and guide discussions with SME's and the Integrated Project Working Group. The project briefing shall drive to a complete and comprehensive plan for site visit planning and reporting of site visit execution information. All information learned and validated at the site visit(s) shall be included in the report in a concise format. The Contractor shall map site visits to an understanding of the business case and problem statements.

Project Briefings shall include an executive summary that is 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 includes demonstration of the BLUF and enough of the analysis to support the facts being presented. The briefing shall be reviewed with the ACMSA PM weekly updated weekly and will serve as the deliverable for the checkpoint at the end of the phase.

Deliverable PM.8 Preliminary Findings Briefing:

A briefing that provides a brief summary of the assessment along with key findings, challenges, best practices, and recommendations. The contractor will be requested to work with the government ACMSA PM to identify a suitable format.

Checkpoint: For the data collection and analysis phase to be completed a checkpoint with the government ACMSA PM, other domains involved in the engagement and PE Director shall be successfully completed prior to proceeding to the next phase.

Deliverable PM.9 Report of Findings : The Contractor shall deliver a concise and rapid (6-8 weeks) report to demonstrate critical findings in a format ready for presentation to senior program leaders, top level agency leadership and members of Congress that demonstrates a logical flow of analysis to show achievement/non-achievement of foundational, functional and adoption benefit(s), measurement grouping(s), metric(s) which must be achieved before additional operational and strategic benefits are fully realized. The report shall also include and demonstrate any salient points that were identified in the Evaluation Plan and Data Collection and Analysis Phase. When reports are being created with multiple data sources and domain inputs, there shall be collaboration demonstrated with all contributors to ensure that salient points are captured, validated and messaging is accurately incorporated in the report.

Final Reports shall include an executive summary that is no longer than five pages/slides, written in a concise format intended for senior program leaders, top level agency leadership and members of Congress and include demonstration of the BLUF and enough of the analysis to support the facts being presented.

Following the executive summary, the Final Report shall include a condensed summary of findings table to include benefit(s), measurement grouping(s), metric(s) and their respective results.

Following the summary of findings, the report body (target 15 pages or less) should demonstrate if each benefit(s), measurement grouping(s), metric(s) goal has or has not been achieved in summary format and concluding with any findings and recommendations.

Following the body of the paper, an appendix [target five pages or less] will be included to show all detailed benefit(s), measurement grouping(s), and metric results that support the findings describe in the report.

The executive summary shall include a brief description of the business case, the reason ACMSA was engaged, the ACMSA methodology, a benefit by benefit summary of results and a summary of findings and recommendations.

A separate, one (1) page stand-alone document known as a Quick Facts shall accompany the report and include project overview, key findings and recommendations that are the equivalent of a condensed version of the executive summary.

Checkpoint: For the reporting phase to be completed a checkpoint with the government ACMSA PM, other domains involved in the engagement and PE Director shall be successfully completed.

Deliverable PM.10 Executive Project Briefing:

The contractor shall develop a concise Evaluation Final Report Project Briefing that will be utilized to brief executives such as senior program leaders, top level agency leadership and members of Congress. The purpose of the Evaluation Final Report Project Briefing is to serve as an executive summary which includes critical findings to concisely and rapidly (6-8 weeks) demonstrate the business value of the engagement investment and provide data based evidence, conclusions and to assist executive leaders in making decisions related to the investment such as “go” or “no go”.

Project Briefings shall include an executive summary that is 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 include demonstration of the BLUF and enough of the analysis to support the facts being presented. The Contractor shall describe the problem and what is trying to be resolved, the value of solving the problem, what benefit(s) is expected from the project goals and business case and how the business case can be enhanced to assist with resolution of the problem.

Deliverable PM.11 Data and Information:

All project raw data and information supporting the Report of Findings that have been gathered during the ACMSA project (e.g., debriefing sessions, workbooks, interview notes, checklists) that may not have been captured in the data collection database or other deliverables. This deliverable will be uploaded to the PE Share Point Site. This should also include any cleansed or normalized presentation of the data. Data should generally be provided in its native format (e.g., Excel, Word, CSV); however, in the event the Contractor uses a proprietary format, or a format inaccessible by the government, the Contractor shall work with the government ACMSA PM to identify a suitable format.

Deliverable PM.12- Assessment Data Collection Database Update: This is an update to Deliverable 1.3.1 beyond phase 1. It will entail entering new data to the existing dashboard as it is collected and updating and editing the database as needed. This deliverable will entail ongoing updates to the database for the duration of one calendar month. The database is to be uploaded to the PE SharePoint site no less than two (2) times during the course of the month.

Deliverable PM.13- Data Dashboard Update: This is an update to Deliverable 1.3.2 beyond phase 1. It will entail editing and updating the existing dashboard with new information as it is collected. This deliverable will entail ongoing updates to the dashboard for the duration of one

calendar month. The dashboard is to be uploaded to the PE SharePoint site as a deliverable at the end of every week (i.e., Friday, or prior business day if Friday falls on a holiday) during the course of the month.

Deliverable PM.14-Meeting Agendas: Agendas of all meetings scheduled for each engagement. Meeting agendas shall be sent out to participants prior to all meetings that include non-PE personnel. This is a “Roll Up” deliverable, meaning that for each engagement, all individual agendas are to be compiled into a single document for the duration of the engagement. The most current version of the document is to be submitted as a deliverable on the last business day of every month. The contractor will review with the PE Program Manager the details of the exact number of documents to create (e.g., if there are six active engagements, identify whether this will entail creating six separate agenda rollup document deliverables (with one document per engagement), or just a single document that contains the contents of all six engagements). The layout and format for the agendas will be reviewed with the PE Program Manager after the contract kick-off meeting has been held.

Deliverable PM.15-Meeting Minutes: This deliverable will include compiling minutes of all scheduled and ad hoc meetings for each engagement. This is a “Roll Up” deliverable repeated throughout the engagement. Unless otherwise noted by the PE Program Manager, meeting minutes shall be sent to all PE personnel who participated, or are to be informed, of a meeting within 48 hours after the conclusion of the meeting. It is at the discretion of the PE Program Manager whether the minutes are to be distributed to non-PE personnel. This is a “Roll Up” deliverable, meaning that for each engagement, all individual meeting minutes are to be compiled into a single deliverable document for the duration of the engagement. The most current version of the document is to be submitted as a deliverable on the last business day of every month. The contractor will review with the PE Program Manager the details of the exact number of documents to create (e.g., if there are six active engagements, identify whether this will entail creating six separate meeting minute rollup document deliverables (with one document per engagement), or just a single document that contains the contents of all six engagements). The layout and format for the meeting minutes will be reviewed with the PE Program Manager after the contract kick-off meeting has been held.

Deliverable PM.16-Post Engagement Business Value Report: The Contractor shall provide a Post Engagement Business Value Report (PEBVR) that includes a post-engagement review of the impact and business value provided by PE to the enterprise (e.g., to what extent was PE able to achieve its goals and objectives for the evaluation?). This report shall include a detailed account of engagement accomplishments, including how findings align with VA, VHA and PE strategic goals and objectives and the value of the findings in supporting strategic decisions. The accomplishments shall also document the extent of the PE evaluation (e.g., number of site visits, staff interviewed, data analyzed, key leadership briefed), specific action plans developed as a result of PE’s involvement, and any positive feedback provided by key stakeholders. (Please note that content requirements may change periodically as strategic direction and performance requirements change for VA, VHA and PE. The Contractor shall check with the government ACMSA PM for any content requirement changes prior to starting the report).

Deliverable-PM.17 Lessons Learned Report:

This includes documenting in detail all of the lessons learned and best practices that have been identified during the engagement internally and from external sources. The Lessons Learned Phase shall also be used to document the engagement customer’s lessons learned (scope to be reviewed and agreed upon by the contractor and the ACMSA program manager). The report will address each task and subtask of the project, describing the lessons learned and specific

improvements and recommended revisions to the documents. The lessons learned shall be described in detail and answer the following core questions (other questions may be asked) in regard to the procedures actually used to successfully (i.e., identify and document risk mitigations and best practices) complete the engagements:

Regarding each step of the process:

1. What worked well?
2. What did not work as expected and why?
3. What was done to solve unexpected issues?
4. What can be done to avoid these unexpected issues or leverage what worked well?
5. Based on these lessons learned, what revisions to PE internal documents are necessary, if any?

The Lessons Learned report is an important component of PE's continuous process improvement program, and will be considered for this purpose. Lessons Learned shall be gathered at each phase of an engagement as it progresses. This report shall include retrospective accomplishments to show if goals for the evaluation were accomplished and recommendations for any improvements needed for future engagement successes.

Deliverable-PM.18 Project Close-out Checklist: A checklist, to be reviewed during a meeting with the PE PM to ensure all project deliverables have been completed and all PMP and project schedule steps have been brought to closure. This review will also be used to verify all deliverables and working documents have been uploaded to the proper PE SharePoint folders.

Phase 1: Pilot Assessment

Sub-Phase: 1.1 Planning

PE will provide scoping direction and Evaluation goals at the start of the phase. The contractor shall adhere to the scoping direction and Evaluation goals provided by PE. The contractor shall perform the prerequisite activities required to begin ACMSA engagement planning focused on the business value of healthcare.

The contractor shall create a detailed mission focused PMP and project schedule to guide project direction to include roles and responsibilities of all stakeholders (e.g., project sponsor, primary point of contact, work group members, informed stakeholders), a scoping statement, planned deliverables and development of a project baseline and includes weekly updates over the lifecycle of the project (6-8 weeks).

A presentation-style document shall be developed that provides an executive summary of the project, including stakeholder information, scope, goals, schedule, communications plan, data collection and analysis strategy and updated as knowledge is acquired to insure the content is current. The project briefing shall require critical thinking to support acquiring required information focused on the business value of healthcare and include all project critical quantitative and qualitative measure(s), measurement grouping(s), and metrics to rapidly (6-8 weeks) evaluate success of the project.

The briefing shall also include a comprehensive and detailed problem statement and hypothesis, use case scenarios, process description(s) and workflow descriptions, a description of what is working well and opportunities for improvement, project goals, and current strategies to measure success.

The briefing shall contain the information needed to initiate and guide discussions with SME's and the project working group and brief stakeholder and executive leaders on project progress. The briefing shall drive to a complete and comprehensive plan for site visit planning and reporting of site visit execution information. All information learned and validated at the site visit(s) shall be included in the report in a concise format. The contractor shall map site visits to an understanding of the business case and problem statements. The Evaluation-Engagement Plan Phase shall require critical thinking to support PE in acquiring required information for successfully planning and initiating the evaluation and successfully understanding the business case and healthcare business value of the evaluation.

Deliverable 1.1.1: Project Management Plan:

The contractor shall create a detailed PMP to guide project direction to include answering the following key questions:

- What problem(s) or challenge is the project trying to solve?
- What are the scope and objectives of the assessment?
- How and when will we be able to measure success?

Initial activities in support of this phase 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, workflow process diagrams, and other applicable supporting documentation. Once the contractor has a comprehensive understanding of the project/initiative's business case, or rationale, and the value to the enterprise of conducting the meetings and/or interviews with VA subject matter experts and/or key stakeholders may commence.

Additional areas to be covered by the PMP include: roles and responsibilities of all stakeholders (e.g., project sponsor, primary point of contact, work group members, informed stakeholders), a scoping statement that includes the objective and approach, planned deliverables and development of a project baseline. The PMP shall include a project schedule in MS Project that includes milestones, a Work Breakdown Structure (WBS) and a task by task execution plan for the work. The project schedule is not a deliverable schedule. The project schedule serves as a management reporting tool as well as an implementation tool to assist with timely completion of the work. The project schedule shall contain all activity durations, dependencies and constraints. The project schedule shall consist of an achievable timetable for executing the work. PMP deliverables shall include all applicable elements of a complete PMP based on The Project Management Body of Knowledge (PMBOK) to include the following:

1. Project Integration Management
2. Project Scope Management
3. Project Time Management
4. Project Cost Management
5. Project Quality Management
6. Project Human Resource Management
7. Project Communications Management
8. Project Risk Management
9. Project Procurement Management
10. Project Stakeholder Management

The PMP and project schedule shall include an initial successful checkpoint with the ACMSA PM and PE Director prior to any work starting in each phase of the engagement and shall be updated regularly and reviewed with the ACMSA PM and PE Director weekly.

Deliverable 1.1.2: Research/Interview Plan and Log: The Research/Interview Plan and Log shall include a comprehensive and detailed problem statement and hypothesis with an interview and research plan. This deliverable shall be updated as knowledge is acquired to ensure the content is current. The most current version of the document is to be submitted as a deliverable on the last business day of every month. The layout and format for this deliverable will be reviewed with the PE Program Manager after the contract kick-off meeting has been held.

- The interview plan shall include all interviews required to obtain the necessary information to support the assessment; to include: interviews with the PE Director and domain (ACMSA, Customer Satisfaction, Functional Review and Lessons Learned) leads, VHA Subject Matter Experts (SME), private sector SME's and any applicable SME who would contribute valuable content to the Due Diligence.
- The research plan shall include all interviews required to obtain the necessary information to support the Due Diligence to 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.
- An interview log and research log shall be created listing all resources the Contractor plans to interview and research. Both the interview plan and research plan shall be reviewed with and approved by the government ACMSA PM prior to any actions commencing on the plan. Once all interviews and research outlined in the plan have been completed, justification for any interviews and research that was unable to be completed shall be reviewed with and signed off by the government ACMSA PM.

Deliverable 1.1.3: Project Business Case Report: The contractor shall provide a report that documents engagement information in sufficient detail to allow a future project charter and/or addendum to be created and justify a full engagement (i.e., continuation to additional phases). The report shall include an executive summary of findings to include the BLUF. The report output shall include a description of the current and future state, existing policies, processes, business roles, business control points, potential points of failure, a description of what is working well and opportunities for improvement, project goals, and current strategies to measure success. The report shall answer the following key questions:

- Who are the project sponsors and key stakeholders?
- What program or initiative do they represent?
- What problem(s), gap(s), and/or challenge(s) is the project/intervention attempting to resolve?
- What are the existing policies, processes, and/or business rules?
- How is the project/intervention aligned to essential VHA strategies?
- How, when, and to whom are the project interventions anticipated to be deployed?
- What are the anticipated benefit outcomes of the project/initiation?
- What are VHA's choices?
- What will happen if we do nothing?
- Are there any previous lessons learned?
- Are there current industry standards that can be used as a comparison?
- What is PE's purpose and approach for how and when to conduct an assessment?
- What are the scope and objectives of the assessment?
- What additional information is required to define the assessment approach?
- What are key next steps to initiate an assessment?

The report output shall identify potential project engagement opportunities for all PE domains and be described and prioritized based on value, impact, scope, cost, objective of the engagement identified and an assessment of the stakeholder's desire for PE services. Potential project risks and mitigation strategies along with project sponsors and stakeholders shall be described in sufficient detail to support creation of a future project charter and justify a full engagement (i.e., continuation to additional phases). A discussion of project timeframes benefit(s), measurement grouping(s) and metrics and data sources shall be included and all items identified along with a draft methodology for collection of both quantitative and qualitative data.

The report shall include an executive summary that is 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 includes a demonstration of the BLUF and enough of the independent analysis to be deemed credible.

Deliverable 1.1.4: Charter and/or Addendum: The Contractor shall create a project charter and/or addendum that obtain agreement between ACMSA and the project executive sponsor(s) to conduct a ACMSA assessment. The effort required to complete the Charter is related to the complexity of the VHA Program supported by the Charter. The effort required related to completing an Addendum to the Charter is related to the complexity of the individual engagement addressed in the Addendum(s) to the Charter. Addendums are added to the Charter as engagements are requested by the VHA Program supported by the Charter and agreed upon by PE. The project Charter focuses on the scope of work that would be accomplished via addendums to an initial overall engagement charter, at a minimum one addendum would be created along with the project charter unless only one engagement would ever be needed under the identified scope; however, this is not the norm. The objective, problem statement, purpose, scope, and approach shall be clearly written. The charter milestones shall be defined and agreed upon by the stakeholder. Potential project risks and mitigation strategies along with project sponsors and stakeholders shall be identified at the correct organizational level to support project success and have authority to make decisions as approved by the government. The Contractor shall ensure that all required signatures from the engagement Executive sponsor(s) and PE have been obtained on the project charter and addendum prior to conducting any site visits.

Sub-Phase: 1.2 Evaluation Plan

The contractor shall perform the tasks to create the evaluation plan for the ACMSA engagement. The objective of the Evaluation-Evaluation Plan phase is to describe and demonstrate All project critical quantitative and qualitative measure(s), measurement grouping(s), and metrics to rapidly (6-8 weeks) evaluate success of the project shall be described and demonstrate data definition(s), an abridged rationale, sample size, data collection timeframe, data collection plan, known benchmarks, desired outcomes and validated data sources.

The Evaluation-Evaluation Plan Phase shall require critical thinking to describe and demonstrate all project critical quantitative and qualitative measure(s), measurement grouping(s), and metrics, foundational benefits, hypotheses', dependencies and correlations and simulated examples in sufficient detail to rapidly (6-8 weeks) evaluate success of the project to demonstrate attainment of project goals, expected benefits and business value of healthcare objectives.

Deliverable 1.2.1: Initial Workflows: The Contractor shall create initial workflow diagrams with description(s) of existing business policies and processes to understand the “as is” and “to

be” (if applicable) environments. Applicable processes known during this phase drive creation of initial workflows and are accurately documented. The points of process variation (impacts), potential points of failure, differences between the “as is” and “to be” state will be identified and used as key points of focus for measurements. Initial workflows will be created from a business value perspective to include applicable use cases and various applicable scenarios. Potential points of initial workflow failure will be identified. The contractor shall gather initial workflow information from existing work flows, Integrated project working group, SME’s, workflows created by other domains such as Functional Review (FR) and other applicable sources to inform the creation of the initial ACMSA initial workflow. For the initial workflow to be completed a checkpoint with the PE stakeholders prior to proceeding shall be completed.

Deliverable 1.2.2: Evaluation Plan: All project critical quantitative and qualitative measure(s), measurement grouping(s), and metrics to rapidly (6-8 weeks) evaluate success of the project shall be described and demonstrate data definition(s), an abridged rationale, sample size, data collection timeframe, data collection plan, known benchmarks, desired outcomes and validated data sources. The evaluation plan must provide a logical and comprehensive methodology that the contractor shall follow to conduct its data collection. It should utilize critical thinking to demonstrate a full understanding of project related policies, processes, business rules, business control points and potential points of failure. The plan must include traceability between all assessment objectives, anticipated benefit outcomes, measurements, and metrics. It needs to also identify and describe what data (both quantitative and qualitative) will be collected during the engagement, rational for inclusion, and source. Additionally, the plan must address planned sampling sizes and/or applicable thresholds. The plan must be designed to be reusable over time, i.e., it may be used to baseline the as-is environment, conduct post-deployment assessments, or both.

The Evaluation Plan will also include the following:

- Scripts to be used during the assessment
- Checklists to be completed by assessment participants
- Veteran profiles
- Veteran hiring process
- Field Coordination Plan
- Communication plan to VA leadership, National Labor Unions, and field-level leadership

Additional criteria may be added as they become identified.

Checkpoint: For the evaluation plan phase to be completed a checkpoint with the government ACMSA PM, other domains involved in the engagement and PE Director shall be successfully completed prior to proceeding to the next phase.

Deliverable 1.2.3: Market Analysis Summary Document: A document that will store unique market characterizations for each geographically located medical facility. The information contained in this report will come from existing VA resources and artifacts and will include reference information (e.g., facility complexity, catchment area, number of specialties) that will guide the data collection and analysis efforts by enabling comparisons among facilities characteristics.

Sub-Phase: 1.3 Data Collection and Analysis

The contractor shall perform the tasks to 1) collect data using Veteran mystery shoppers, 2) store the data in a central repository and 3) analyze the data in preparation for reporting of

findings. This phase is intended to follow the approach and evaluation plan previously established to collect, store, and analyze quantitative and qualitative data according to a standardized process. Data shall be inclusive and traceable and collected in a consistent and standardized manner with standardized scales so the data can be consolidated in a consistent manner between projects. The contractor shall demonstrate how evaluation plan scenarios and metrics will be followed to collect data and how the analysis will be conducted to identify key themes, trends, correlations, interdependencies, and any other pertinent findings to determine if project goals and benefits were met.

Deliverable 1.3.1: Assessment Data Collection Database:

All project raw data collected by Veteran mystery shoppers will be gathered (e.g., mystery shopper debrief, mystery shopper checklists, workbooks, interview notes, survey data) and stored in this central data repository. This data repository will be continuously updated as data is collected and will be uploaded to the PE Share Point Site twice a month once data collection begins for this phase. The contractor will be requested to work with the government PE ACMSA Program Manager to identify a suitable format and layout for this database.

Deliverable 1.3.2: Data Dashboard:

All project cleansed, normalized, and/or analyzed data will be compiled into a dashboard, to be presented in an easy to understand format (e.g., tables, workbook, categorized notes) at the end of every week once data collection commences for this phase. The contractor will be requested to work with the government PE ACMSA Program Manager to identify a suitable format. The dashboard will also include notable key findings related to the data collected, challenges, issues and risks, and next steps

Deliverable 1.4.1: Phase 1 Field Work – Recruitment:

This deliverable will include all field work preparatory activities required by the vendor to recruit Veteran mystery shoppers prior to any onsite experience and/or data collection. The scope and contents of the deliverable will be reviewed with the PE program manager after the project kick-off. There will be one deliverable per VA health care system (i.e., One VA medical center and at least one applicable community based outpatient clinic, as identified in the evaluation plan).

Deliverable 1.4.2: Phase 1 Field Work – Training and Education:

This deliverable will include all field work preparatory activities required by the vendor to educate and train Veteran mystery shoppers prior to any onsite experience and/or data collection. The scope and contents of the deliverable will be reviewed with the PE program manager after the project kick-off. There will be one deliverable per VA health care system (i.e., One VA medical center and at least one applicable community based outpatient clinic, as identified in the evaluation plan).

Deliverable 1.4.3: Phase 1 Field Work – Data Collection:

This deliverable will include all field work preparatory activities required by the vendor to support Veteran mystery shopper data collection. The scope and contents of the deliverable will be reviewed with the PE program manager after the project kick-off. There will be one deliverable per VA health care system (i.e., One VA medical center and at least one applicable community based outpatient clinic, as identified in the evaluation plan).

Deliverable 1.5.1: Phase 2 Field Work – Recruitment:

This deliverable will include all field work preparatory activities required by the vendor to recruit Veteran mystery shoppers prior to any onsite experience and/or data collection. The scope and contents of the deliverable will be reviewed with the PE program manager after the project kick-off. There will be one deliverable per VA health care system (i.e., One VA medical center and at least one applicable community based outpatient clinic, as identified in the evaluation plan).

Deliverable 1.5.2: Phase 1 Field Work – Training and Education:

This deliverable will include all field work preparatory activities required by the vendor to recruit and education Veteran mystery shoppers prior to any onsite experience and/or data collection. The scope and contents of the deliverable will be reviewed with the PE program manager after the project kick-off. There will be one deliverable per VA health care system (i.e., One VA medical center and at least one applicable community based outpatient clinic, as identified in the evaluation plan).

Deliverable 1.5.3: Phase 1 Field Work – Data Collection:

This deliverable will include all field work preparatory activities required by the vendor to support Veteran mystery shopper data collection. The scope and contents of the deliverable will be reviewed with the PE program manager after the project kick-off. There will be one deliverable per VA health care system (i.e., One VA medical center and at least one applicable community based outpatient clinic, as identified in the evaluation plan).

Deliverable 1.6.1: Phase 3 Field Work – Recruitment:

This deliverable will include all field work preparatory activities required by the vendor to recruit Veteran mystery shoppers prior to any onsite experience and/or data collection. The scope and contents of the deliverable will be reviewed with the PE program manager after the project kick-off. There will be one deliverable per VA health care system (i.e., One VA medical center and at least one applicable community based outpatient clinic, as identified in the evaluation plan).

Deliverable 1.6.2: Phase 1 Field Work – Training and Education:

This deliverable will include all field work preparatory activities required by the vendor to recruit and education Veteran mystery shoppers prior to any onsite experience and/or data collection. This may include: recruitment, training, and other similar activities. There will be one deliverable per VA health care system (i.e., One VA medical center and at least one applicable community based outpatient clinic, as identified in the evaluation plan).

Deliverable 1.6.3: Phase 1 Field Work – Data Collection:

This deliverable will include all field work preparatory activities required by the vendor to support Veteran mystery shopper data collection. The scope and contents of the deliverable will be reviewed with the PE program manager after the project kick-off. There will be one deliverable per VA health care system (i.e., One VA medical center and at least one applicable community based outpatient clinic, as identified in the evaluation plan).

Sub-Phase: 1.4 Reporting

The Contractor shall perform the tasks to create a concise Evaluation Final Report for the ACMSA engagement. The objective of the Evaluation-Final Report phase is to create a concise and rapid (6-8 weeks) final engagement report that serves as an executive summary which includes critical findings to demonstrate the business value of the engagement investment and provide data based evidence, conclusions and to assist executive leaders in making decisions related to the investment such as “go” or “no go”.

The report shall also include and demonstrate any salient points that were identified in the Evaluation -Evaluation Plan and Evaluation-Data Collection and Analysis Phase. The Contractor shall describe the problem and what is trying to be resolved, the value of solving the problem, what benefit(s) is expected from the project goals and business case and how the business case can be enhanced to assist with resolution of the problem. The Contractor shall deliver a concise and rapid (6-8 weeks) report ready for presentation to senior program leaders, top level agency leadership and members of Congress that demonstrates a logical flow of

analysis to show achievement/non-achievement of foundational, functional and adoption benefit(s), measurement grouping(s), metric(s) which must be achieved before additional operational and strategic benefits are fully realized.

The Evaluation-Final Report Phase shall require critical thinking to create a final engagement report that reflects concise and rapid (6-8 weeks) critical findings to demonstrate the business value of the engagement investment and provide data based evidence and conclusions to assist executive leaders in making data based decisions related to the investment.

Sub-Phase 1.5 Lessons Learned

The contractor shall perform activities and produce a report that describes the comprehensive lessons learned from the engagement.

1. SCHEDULE OF DELIVERABLES:

The Contractor shall submit all deliverables described in accordance with the ACMSA PWS. The Contractor shall upload and tag all deliverables onto the specified SharePoint site and send an email notification to the Contracting Officer Representative and Program Office listing all completed deliverables and a link to their location. Deliverables shall be written clear and concise from a business value perspective and need very little, if any changes upon government review. These documents need to 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 ACMSA PWS. Submission of deliverables shall be in accordance with the ACMSA PWS specifications.

- a. Deliverables are outlined in the below schedule. Listed deliverables are applicable only to those CLINs actually purchased.
- b. Separate deliverables are required for each engagement. For example, for each engagement, there shall be separate deliverables 1.1.1 through 1.1.5.

The below deliverable schedule is based on the three anticipated phases of data collection, as described in section 2. Contract Scope. Phase 1 is intended to define the assessment parameters, metrics, measurement approach, and methods for storing and analyzing data. Phases 2 and 3 are intended to build on the artifacts developed in phase 1 to collect additional data from a larger number of medical facilities using the same methodology.

Deliverable Schedule

Deliverable	Description or Reference	Due Date
Phase 1: Pilot Assessment		
Sub-Phase 1.1 – Planning		
1.1.1	Project Management Plan	Seven business days after start of phase and weekly updates thereafter.
1.1.2	Research/Interview Plan and Log	Research/Interview Plan due two weeks after start of phase. Final due four weeks prior to the end of the phase.
1.1.3	Project Business Case Report	Outline due four weeks after start of phase. Final due one week prior to the end of the phase.

Deliverable	Description or Reference	Due Date
1.1.4	Charter and or Addendum	Created in DRAFT five business days after start of phase. Final due four weeks from start of phase or prior to any site visits, whichever comes first.
PM.7	Project Briefing	As defined in the project management plan in collaboration with the PE Program Office
Sub-Phase 1.2 – Evaluation Plan		
1.2.1	Initial Workflows	Four weeks after start of phase
1.2.2	Evaluation Plan	Outline due two weeks after start of phase. Final due one week prior to the end of the phase.
1.2.3	Market Analysis Summary Document	As defined in the project management plan in collaboration with the PE Program Office
Sub-Phase 1.3 – Data Collection and Analysis		
1.3.1	Assessment Data Collection Database	Three weeks after start of phase
1.3.2	Data Dashboard	Outline due four weeks after start of phase. Final due one week prior to the end of the phase.
1.4.1	Phase 1 Field Work – Recruitment	As defined in the project management plan in collaboration with the PE Program Office
1.4.2	Phase 1 Field Work – Training and Education	As defined in the project management plan in collaboration with the PE Program Office
1.4.3	Phase 1 Field Work – Data Collection	As defined in the project management plan in collaboration with the PE Program Office
1.5.1	Phase 2 Field Work – Recruitment	As defined in the project management plan in collaboration with the PE Program Office
1.5.2	Phase 2 Field Work – Training and Education	As defined in the project management plan in collaboration with the PE Program Office
1.5.3	Phase 2 Field Work – Data Collection	As defined in the project management plan in collaboration with the PE Program Office
1.6.1	Phase 3 Field Work – Recruitment	As defined in the project management plan in collaboration with the PE Program Office
1.6.2	Phase 3 Field Work – Training and Education	As defined in the project management plan in collaboration with the PE Program Office
1.6.3	Phase 2 Field Work – Data Collection	As defined in the project management plan in collaboration with the PE Program Office
PM.8	Preliminary Findings Briefing	As defined in the project management plan in collaboration with the PE Program Office
Sub-Phase 1.4 Reporting		
PM.9	Report of Findings	As defined in the project management plan in collaboration with the PE Program Office
PM.10	Executive Project Briefing	As defined in the project management plan in collaboration with the PE Program Office
PM.11	Data and Information	As defined in the project management plan in collaboration with the PE Program Office
Sub-Phase 1.5 – Lessons Learned		
PM.17	Lessons Learned Report	As defined in the project management plan in collaboration with the PE Program Office

Deliverable	Description or Reference	Due Date
<i>Phase 2: Wave 2 Facilities</i>		
PM.3	Project Management Plan Update	Three business days after start of phase and weekly updates thereafter
PM.4	Evaluation Plan Update	As needed as determined by PE
PM.5	Steering Committee and Integrated Project Working Group Meetings (Presentations)	As needed as determined by PE
PM.7	Project Briefing	As defined in the project management plan in collaboration with the PE Program Office
PM.8	Preliminary Findings Briefing	As defined in the project management plan in collaboration with the PE Program Office
PM.9	Report of Findings	As defined in the project management plan in collaboration with the PE Program Office
PM.10	Executive Project Briefing	As defined in the project management plan in collaboration with the PE Program Office
PM.11	Data and Information	As defined in the project management plan in collaboration with the PE Program Office
PM.12	Assessment Data Collection Database Update	As defined in the project management plan in collaboration with the PE Program Office
PM.13	Data Dashboard Update	As defined in the project management plan in collaboration with the PE Program Office
PM.17	Lessons Learned Report	As defined in the project management plan in collaboration with the PE Program Office
<i>Phase 3: Wave 3 Facilities</i>		
PM.3	Project Management Plan Update	Three business days after start of phase and weekly updates thereafter
PM.4	Evaluation Plan Update	As needed as determined by PE
PM.5	Steering Committee and Integrated Project Working Group Meetings (Presentations)	As needed as determined by PE
PM.7	Project Briefing	As defined in the project management plan in collaboration with the PE Program Office
PM.8	Preliminary Findings Briefing	As defined in the project management plan in collaboration with the PE Program Office
PM.9	Report of Findings	As defined in the project management plan in collaboration with the PE Program Office
PM.10	Executive Project Briefing	As defined in the project management plan in collaboration with the PE Program Office
PM.11	Data and Information	As defined in the project management plan in collaboration with the PE Program Office
PM.12	Assessment Data Collection Database Update	As defined in the project management plan in collaboration with the PE Program Office
PM.13	Data Dashboard Update	As defined in the project management plan in collaboration with the PE Program Office
Program Management		

Deliverable	Description or Reference	Due Date
<i>ACMSA encompasses program and project management activities. Program Management Products shall be uploaded to the PE Program SharePoint site.</i>		
<u>Program Management</u>		
PM.1	Weekly Status Report (n=12)	Weekly throughout the lifecycle of the contract
PM.2	Monthly Accomplishments Report (n=12)	Monthly throughout the lifecycle of the contract
PM.3	Project Management Plan Update	Three business days after start of phase and weekly updates thereafter
PM.5	Steering Committee and Integrated Project Working Group Meetings (Presentations)	As needed as determined by PE
PM.6	Quick Facts	Two weeks prior to the end of the phase
PM.7	Project Briefing	As defined in the project management plan in collaboration with the PE Program Office
PM.10	Executive Project Briefing	As defined in the project management plan in collaboration with the PE Program Office
PM.11	Data and Information	As defined in the project management plan in collaboration with the PE Program Office
PM.14	Meeting Agendas	Monthly throughout the lifecycle of the contract
PM.15	Meeting Minutes	Monthly throughout the lifecycle of the contract
PM.16	Post Engagement Business Value Report	As needed as determined by PE
PM.18	Project Close-out Checklist	One week prior to the end of the engagement

4. QUALITY CONTROL

Quality control (QC): 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. The Contractor shall develop QC procedures addressing the areas identified in this PWS and the QASP and submit them with the proposal, to be evaluated by the PE program office as part of the technical requirements. 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.

4.1 Quality Assurance

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.
- c. Acceptable Performance Levels (APLS)

Acceptable Performance: The government shall document acceptable performance in accordance with the chart above. 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) and provide to the Contracting Officer for review. 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 Contracting Officer 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.

5. KEY PERSONNEL

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 phase level and are required to meet the below minimum requirements. The Contractor agrees that the key personnel shall not be removed, diverted, or replaced from work without prior notification to the CO.

The following key personnel shall meet the following minimum qualifications, including specific experience relevant to the PWS requirements. Experience shall be demonstrated among the Key Personnel team for the full lifecycle of PWS services mapped to 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.

All personnel proposed under this contract shall be considered Key Personnel.

1. Program Manager:
Qualifications: Master's in Business Administration or equivalent Master's Degree and a minimum ten (10) years of progressive experience in related projects in a large enterprise with a similar scope, and impact.
2. Project Manager:
Qualifications: Bachelor's Degree in Business or equivalent degree or equivalent experience. Equivalent experience is defined as six (6) years of experience demonstrating increasing professional responsibilities in related projects, 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 projects in a large enterprise with a similar scope and impact.
3. Business Analyst III
Qualifications: Bachelor's Degree in related field. A minimum of eight (8) years of analyst experience; including guiding and managing qualitative and quantitative analytics, predictive analytics, customer experience mapping, key driver analysis, and preparing client-facing executive summaries, reports and presentations.
4. Systems Analyst II:
Qualifications: Bachelor's Degree in Computer Science or equivalent degree or equivalent experience. Equivalent experience is defined as six (6) years of experience demonstrating increasing professional responsibilities in managing information technology program areas for large market research projects. This includes a minimum of six (6) years of experience developing and implementing information analytics; custom client databases; data loading, extraction and reporting.
5. Consultant III – Field Operations Manager:
Qualifications: Bachelor's in Business or equivalent such as in government Administration, Health Administration or in Public Health, or equivalent experience defined as six (6) years of experience demonstrating increasing professional responsibilities in addition to other time requirements listed below, and each of the following:
 - A minimum of six (6) years of experience overseeing data collection and customer experience projects within a large enterprise.
 - A minimum of six (6) years of experience preferred that demonstrates expertise as a management consultant to large agencies or corporations who deliver health care services through an extensive network of medical facilities to a large and diverse

population. Expertise shall be in healthcare business administration consulting which affects management of the entire organization.

6. Subject Matter Expert (SME) II – Data collection and customer experience assessment Consultant(s):

Qualifications: Master's in Business Administration or equivalent Master's Degree, or equivalent experience defined as six (6) years of experience demonstrating increasing professional responsibilities in related projects supporting large enterprises. Experience that demonstrates expertise as a management consultant to large agencies or corporations who deliver health care services through an extensive network of medical facilities to a large and diverse population is preferred.

In addition, the following experience must be demonstrated either through a single proposed personnel or in a combination of proposed personnel who will be allocated to relevant tasks. Minimum number of years (six) shall apply to each proposed personnel and shall not be combined to meet the requirement (i.e., two proposed personnel, each with three years of experience will not be acceptable for a position requiring six years of experience):

- Measuring program and project performance for large healthcare systems, including:
 - Development of performance measurement frameworks and measurement plans;
 - Establishing metrics and measures; and
 - Identifying, obtaining, and analyzing performance data.

7. SME - Clinical Consultant:

Qualifications: Medical degree such as a Doctor of Medicine (MD), Physician Assistant (PA), Nurse Practitioner (NP) or Registered Nurse (RN) with ten years of progressive experience in providing health care services plus five years of experience with health care business management including performance measurement of healthcare services.

In addition, the following experience must be demonstrated either through a single proposed personnel or in a combination of proposed personnel who will be allocated to relevant tasks. Minimum number of years (five) shall apply to each proposed personnel which shall not be combined to meet the requirement:

- Planning, collection of data, analysis and reporting of business benefits on significant programs, processes, technology, and medical products to determine if expected benefits were realized, measure their effectiveness and help improve them via use of a measurement plan.

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 (10 business days for a non-emergency replacement and 2 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. If the contractor requests a substitution of Key personnel it is their responsibility to ensure that a thorough transfer of knowledge takes place before the individual

leaves the contract. Knowledge shall be transferred from the individual leaving the project to the PE FR government PM and the new key person to make certain that the project being supported by the contractor is not negatively impacted.

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.

6. 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 must 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 personnel.

7. 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 Subpart 9.5 of the Federal Acquisition Regulation (FAR). 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 appropriation discuss 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 (a) 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 ensure 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.

8. VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

1. 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.

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

- a. 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.
- b. 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.
- c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
- d. 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.

e. 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.

3. VA INFORMATION CUSTODIAL LANGUAGE

a. 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).

b. VA information should not be co-mingled, if possible, with any other data on the Contractors/Sub-Contractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the Contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of Contractor and Sub-Contractor 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.

c. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. 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.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

- f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- g. 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.
- h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
- i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.
- j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
- k. 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.

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

- a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference the latest version of Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.
- b. The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.
- c. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration.

Information technology staff must also use the Windows Installer Service for installation to the default “program files” directory and silently install and uninstall.

d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

e. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, *Guide for Applying the Risk Management Framework to Federal Information Systems*, the latest version of VA Handbook 6500, *Information Security Program* and the latest version of VA Handbook 6500.5, *Incorporating Security and Privacy in System Development Lifecycle*.

f. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

g. The contractor/subcontractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

(a) The Systems of Records (SOR); and

(b) The design, development, or operation work that the contractor/subcontractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

(3) Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.

h. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.

(1) “Operation of a System of Records” means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

(2) “Record” means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person’s name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

(3) “System of Records” means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

i. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as “Systems”), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems,

including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

j. The vendor shall notify the COR and any other people the COR requests via email within 1 hour of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 1 day, unless otherwise stated by the COR.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 5 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 1 day after the Security Fix has been validated as not affecting the System.

l. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system

patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

b. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with the latest version of VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office.

Government-owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

c. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies,

procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The

physical security aspects associated with contractor/subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re-authorized per the latest version of VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

d. The contractor/subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action to correct or mitigate any weaknesses discovered during such testing, at no additional cost.

e. VA prohibits the installation and use of personally-owned or contractor/subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

f. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with the latest version of VA Handbook 6500.1, *Electronic Media Sanitization* upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

6. SECURITY INCIDENT INVESTIGATION

a. 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.

b. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should

have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft 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.

7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract. 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.

b. The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA 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.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 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.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 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.

9. SECURITY CONTROLS COMPLIANCE TESTING

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

10. 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. Upon award, all contractor personnel working on the contract will be required to complete and sign a *Contractor Rules of Behavior* (VA Handbook 6500.6, Appendix D Contractor rules of Behavior) 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.*

a. 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.

b. 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.

11. GOVERNMENT FURNISHED PROPERTIES 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.

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.

12. 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. VA information should not be co-mingled, if possible, with any other data on the Contractors/Sub-Contractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the Contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of Contractor and Sub-Contractor 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.
3. Prior to termination or completion of the TO, the Contractor/Sub-Contractor must not destroy information received from VA, or gathered/created by the Contractor in the course of performing the TO without prior written approval by the VA. Any data destruction done on behalf of VA by a Contractor/Sub-Contractor must be done in accordance with 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 VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the Contractor that the data destruction requirements above have been met must be sent to the VA CO within 30 days of termination of the TO.
4. The Contractor/Sub-Contractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the TO 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 TO, or if NIST issues or updates applicable FIPS or SP after execution of this TO, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this TO.

5. The Contractor/Sub-Contractor 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/Sub-Contractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor/Sub-Contractor 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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

Position Sensitivity	Background Investigation (in accordance with 7010 Handbook Appendix A)
	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.
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.

SECTION C - CONTRACT CLAUSES**C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)**

(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 Representation (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 (JAN 2018) (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)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

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

☐ (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (47)(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.

☐ (48) 52.225–5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (49) 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).

☐ (50) 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).

☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

☐ (60)(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, Non-displacement 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).

Employee Class

Monetary Wage-Fringe Benefits

☐ (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, Non-displacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) 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) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

(xix) 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).

(xx) 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.

(xxi) 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.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.4 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.5 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.6 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 District of Columbia. 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.7 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR “52.252-2 CLAUSES INCORPARATED BY REFERENCE” contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017) ALTERNATE I (JAN 2017)	JAN 2017

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment A: Past Performance Questionnaire

SECTION E - SOLICITATION PROVISIONS

E.1 INSTRUCTIONS TO OFFERORS

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

- (a) This solicitation is Full and Open Competition.
- (b) The quote shall be submitted in accordance with the following instructions, which establishes the acceptable minimum requirements for the format and content of the quote.
- (c) Intentions to submit a quote shall be submitted via email to Christina.Heller@va.gov and William.Milline@va.gov no later than **08/28/2018 @ 3PM/EST.**
- (d) All questions regarding this solicitation shall be submitted via email to Christina.Heller@va.gov and William.Milline@va.gov no later than **08/24/2018.** Only written questions will be accepted.
- (e) The Contractor's quote shall be submitted via email to Christina.Heller@va.gov and William.Milline@va.gov on or before the due date and time appearing on the SF1449.
- (f) The quote must stipulate that it is predicated upon all the terms and conditions of this RFQ 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 30 days from the date of receipt thereof by the Government.

This RFQ does not commit the Government to pay any of the costs associated with the preparation and submission of any quote 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.

(g) 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.

Quote page limitations are applicable to this procurement. The table below indicates the maximum page count (when applicable) for each volume of the vendor's quote. 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 quotes is prohibited.

If the vendor submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the vendor's page limitations unless otherwise indicated in the specific Volume instructions below. Pages in violation of these instructions,

either by exceeding the margin, font, or spacing restrictions, or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the margin, font, or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they appear in the print layout view.

(h) 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 encouraged 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.

(i) Content Requirements:

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

(j) Quotes submitted in response to this solicitation shall contain the following in separate volumes:

Volume Number	Evaluation Factor	File Name	Page Limitations
Volume I	Technical Capability	[Vendor Name] Tech.doc/docx/pdf	20 pages, exclusive of résumés. Résumés are limited to two pages per proposed personnel.
Volume II	Past Performance	[Vendor Name] PastPerformance.doc/docx/pdf	Up to three relevant references. Three (3) Page max for each reference
Volume III	Veterans Involvement	[Vender Name] VetsInvolvement.doc/ docx/pdf	None
Volume IV	Price (including SF1449, amendments (SF 30s) & terms and conditions and/or assumptions)	[Vendor Name] Price Schedule.xls/.xlsx/.doc/.docx/.pdf	Narrative: 1 page; SF 1449, SF 30s, & terms and conditions, assumptions and/or any applicable mitigation plan will not be included in the page count
Volume V, if applicable	Subcontracting Plan	[Vendor Name] SubcontractingPlan.doc/.docx/.pdf	10 pages, exclusive of cover page and table of contents

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 Request for Quote (RFQ) number should be included on the front cover of each volume.

Note: Evaluations will be completed as a two-part evaluation approach (Phase 1 and Phase 2). If the vendor does not meet the criteria for Phase 1 (Technical Capability and Past Performance), then that vendor will be immediately eliminated from competition. All vendors that receive an acceptable in Phase 1 will then be reviewed for Phase 2 (Veterans Involvement, Price and Subcontracting Plan, if applicable) criteria. If the vendor does not meet the criteria for Phase 2 (Veterans Involvement, Price, and Subcontracting Plan, if applicable), then that vendor will be immediately eliminated from competition.

1. VOLUME I - TECHNICAL CAPABILITY

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

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

Quotes 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. A vendor's Technical Capability volume shall demonstrate the vendor's understanding of the PWS. Should vendors propose an alternative approach, the quote shall directly link proposed processes and personnel to the PWS requirement with proven, demonstrated positive results. In addition:
 - i. Any proposed approach/methodology or experience shall reflect corporate expertise to produce the results required by the PWS to inform decision making which has far-reaching impact on national programs such as the provision of health care services to all Veterans.
 - ii. Any proposed approach shall provide a description of how the vendor is planning on recruiting and compensating Veteran mystery shopper participants.
 - iii. Any proposed approach shall describe how Veteran mystery shopper participants will be utilized to collect data as required by the PWS.
 - iv. Any proposed approach shall provide a description of the level of rigor needed to produce a business case, evaluation plan, collect data, analyze findings, present findings, and identify recommendations to the most senior leadership within the agency and to legislative oversight bodies. This shall be addressed for each the aforementioned deliverables as appearing in the PWS.
- b. Proposed use of subcontractors shall clearly articulate how the subcontractor will be utilized during performance of specific tasks, including the anticipated percentage associated with the subcontractor's work.
- c. A Quality Assurance Plan to ensure the stated performance standards appearing in the QASP 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 quote 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.

2. VOLUME II – PAST PERFORMANCE

Past performance references for three (3) previous contracts in performance during the past three (3) years from the date of issuance of the solicitation. The contracts may be held with Federal, State, and local governments or private entities and may represent prime contracts, task/delivery orders, or subcontracts. The contracts may be held by any member of the proposed contractor structure. The contracts must be relevant, defined as services which, when considered as a whole, are similar in size, scope and complexity when compared to the anticipated requirements of this procurement. Data concerning the prime contractor shall be provided first, followed by each proposed major subcontractor, teaming partner, or mentor/protégé, in alphabetical order. For each of the up to three (3) contracts, the contractor shall provide the following:

- 1) Contract information, to include:
 - a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. 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, and current address, e-mail address, and telephone and fax numbers);
 - b) Contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, and telephone number;
 - c) Technical representative/Contracting Officer's Representative (COR), and current e-mail address, and telephone number;
 - d) Contract Number and, in the case of Indefinite Delivery type contracts, General Service Administration (GSA) contracts, and Blanket Purchase Agreements, include Task/Delivery Order Number(s) also;
 - e) Contract Type (specify type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc));
 - f) Awarded price/cost and final, or projected, final price/cost;
 - g) Original delivery schedule, including dates of start and completion of work and final, or projected final, delivery schedule, including dates of start and completion of work.
- 2) Contract description: The contractor shall provide a narrative explanation describing the scope and purpose of the contract and outcome of the findings. For any contract(s)/task order(s) that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s)

for the shortcoming(s) and any corrective action(s) taken to avoid recurrence. The contractors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

- 3) Contract relevance. The contractor shall provide a narrative explanation of how the effort is relevant to the requirements of this solicitation.
- 4) New Corporate Entities: New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the 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.

3. VOLUME III – VETERANS INVOLVEMENT

- a. For SDVOSB/VOSB concerns: In order to receive credit under this Factor, a contractor shall submit a statement of compliance that it qualifies as a SDVOSB or VOSB in accordance with VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors. SDVOSB and VOSB contractors are cautioned that they must be registered and verified in Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>) to receive credit under the Veteran's Involvement Factor.
- b. For Non-SDVOSBs/VOSBs: To receive some consideration under this Factor, a prime contractor must state in this volume, the names of SDVOSB(s) and/or VOSB(s) with whom it intends to subcontract, and provide a brief description and the approximate dollar values of the proposed subcontracts. Additionally, proposed SDVOSB/VOSB subcontractors must be registered and verified in VIP database (<http://www.VetBiz.gov>) in order to receive some consideration under the Veteran's Involvement Factor.

Note that the Government requires the contractor to honor the evaluation factor commitment to the SDVOSB/VOSB concern throughout the life of the Contract, or to substitute one or more SDVOSB/VOSB businesses for subcontract work of the same or similar value (percentage) in accordance with VAAR 852.215-71 Evaluation Factor Commitments.

- c. With regard to the requirements for registration and verification in the VetBiz database, reference VAAR 804.1102.

4. VOLUME IV – PRICE

Contractors must propose pricing for each line item. The Contractor must provide substantiation or basis for the price. The substantiation shall include, at a minimum, the labor mix and hours estimated for each task and any discounts from the labor rates.

The price quote shall be provided in Excel format and include the following:

Offerors shall submit a completed Section B.2 Price/Cost Schedule. Offerors must propose pricing for each line item according to the quantities listed in the Price Schedule, including all option periods. The Price/Cost Schedule must be submitted as Microsoft Excel (.xls/.xlsx) file. Offerors may submit a narrative, not to exceed one page, to detail any discounts or other relevant pricing information.

Offerors shall include signed SF 1449 and amendment(s) (SF 30s), if any, in the Price volume. An authorized official of the prime contractor shall sign the SF 1449, amendment(s) and all certifications requiring signature. Additionally, any proposed terms and conditions and/or assumptions upon which the quote is predicated shall be included in the Price volume. Offerors are hereby advised that any offeror-imposed terms and conditions and/or assumptions which deviate from the Government's material terms and conditions established by the solicitation, may render the offeror's quote unacceptable, and thus ineligible for award.

Price Rounding Issue - The Government requires Contractors to quote 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 26, 2018**.

This Volume shall 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 quote 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 quote 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 Contract 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.

5. VOLUME V – SUBCONTRACTING PLAN, if applicable

All Offerors must complete and submit the Small Business Participation Plan, if applicable. If applicable, the vendor shall make a good faith effort to meet or exceed the subcontracting goals.

Offerors must provide a Small Business Participation Plan proposing their goals for this solicitation to include Small Business Participation. This plan shall include an overall goal which shall be accomplished through collective small business participation from any type of small business or sub-category small business. A large business can achieve the goals through subcontracting, while a Small Business can achieve the goals through its own performance/participation as a prime without having to subcontract.

E.2 BASIS FOR AWARD

The Government will award a contract resulting from this solicitation based on the best overall quote that is determined to be the most beneficial to the Government (i.e., best value), in accordance with procedures in FAR subpart 13.106-2 – Evaluation of Quotations or Offers. Award will be made based on an integrated assessment by the Contracting Officer (CO) between and among price and non-price factors.

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

B. FACTORS TO BE EVALUATED

Quotes will be evaluated using a phased process, as follows:

Phase I: The Technical Evaluation Team (TET) will review the Technical Capability and Past Performance of each vendor and proposed major subcontractor's¹ Past Performance ratings appearing in the Past Performance Information Retrieval System (PPIRS) and submitted Past Performance Questionnaires to determine whether or not each contractor has demonstrated the following mandatory requirements:

- a. Demonstrated experience managing a regional or national mystery shopper assessment project of a comparable scope demonstrating a similar approach, complexity, and size (i.e. large multi-facility medical network) with a focus on planning, data collection and data analysis processes.
- b. Demonstration of at least one project including descriptions of each stage of the project as it pertains to the PWS requirements, to include the results and the project's outcomes where the company has performed the full lifecycle of an assessment.
- c. Key Personnel meeting all minimum requirements appearing in the PWS at Section 5 including specific experience relevant to the PWS requirements. Experience shall be demonstrated among the Key Personnel team for the full lifecycle of PWS services mapped to 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.
- d. A proposed solution, or approach, that links to the objectives and requirements of the phases as described within the PWS.
- e. Performance ratings in PPIRS and submitted Past Performance Questionnaires of not less than Satisfactory for awards having the same NAICS code as appears in the SF1449 during the past three years of the date of solicitation issuance.

After review and concurrence by the Source Selection Authority (SSA)/Contracting Officer (CO), those contractors who do not meet these minimum requirements will be notified of such and will not be evaluated further.

¹ A major subcontractor is defined as one whose subcontract is for more than 20% of the total proposed price (must be determinable through the quote).

Phase II: Veteran Involvement, Price and Subcontracting Plans, if applicable will be evaluated in their entirety from those contractors who advance from Phase I. After review of all factors, the SSA/CO will determine the apparent awardee from the most highly rated quotes.

Any award will be made based on the best overall (i.e., best value) quote that is determined to be the most beneficial to the Government, with appropriate consideration given to the five following evaluation factors: Technical Capability, Past Performance, Veterans Involvement, Price and Subcontracting Plan, if applicable.

Non-Price Factors

Phase I Factor 1: Technical Capability

Phase I Factor 2: Past Performance

Phase II Factor 3: Veterans Involvement

Phase II Factor 5: Subcontracting Plan

Price Factor

Phase II Factor 4: Price

Technical Capability is significantly more important than Veterans Involvement, Past Performance, and subcontracting plan. The non-price factors, when combined, are significantly more important than Price. The Contracting Officer will use a best value, trade-off capability to select the final awardee. It should be noted that award may be made to other than the lowest priced Vendor, if the Government determines that a price premium is warranted due to merits of the non-price factors. Contractors are cautioned that award may not necessarily be made to the contractor quoting the lowest price, or to the contractor with the most highly rated technical quote. Award may be made to other than the lowest priced quote, if the Government determines that a price premium is warranted due to the merits of one or more of the non-price factors.

The Government intends to make an award based on initial submissions. However, if the Government decides to conduct exchanges and allow quotation revisions, at a minimum, the Government will allow revisions from vendors who are technically acceptable. As an alternative, the Government may elect to form a negotiation range. There are no common cutoff dates for resubmissions and the Government may conduct multiple rounds of exchanges with vendors to resolve previously unresolved matters or issues that arise as a result of responses without reengaging vendors who are not similarly situated.

1. TECHNICAL CAPABILITY EVALUATION

a. PHASE I: TECHNICAL CAPABILITY EVALUATION APPROACH

The Technical Evaluation and major subcontractor's will be evaluated to determine whether or not the contractor meets the minimum technical requirements. Evaluators will *only* review the Technical Capability and Past Performance submissions during Phase I of the evaluation process.

b. PHASE I: FACTOR 1: TECHNICAL CAPABILITY

i. Understanding of the Work - The quote will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed. A quote 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 areas of experience may be rated more favorably:

- a) Vendor has demonstrated experience in more than one project, including descriptions of each stage of the project as it pertains to the PWS requirements, to include the results and the project's outcomes where the company has performed the full lifecycle of an assessment.
- b) Key Personnel exceed the minimum requirements appearing at the PWS, Section 5.

ii. Feasibility of the Approach - The quote will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The quote will be evaluated to determine the level of confidence provided the Government with respect to the contractor's methods and approach in successfully meeting and/or exceeding the objectives and task requirements in a timely manner. Demonstration of the following areas of experience will be rated more favorably:

- a) Explanation of how the vendor is planning to recruit and compensate Veteran mystery shopper participants.
- b) Explanation of how the vendor is planning to utilize Veteran mystery shoppers to collect data.

iii. Completeness of Approach - The quote 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 quote will be evaluated to determine the extent to which each requirement has been addressed in accordance with the quote 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. PHASE I: FACTOR 2: PAST PERFORMANCE APPROACH

Past Performance will be evaluated based on relevancy. Past performance references for three (3) previous contracts in performance during the past three (3) years from the date of issuance of the solicitation. The contracts may be held with Federal, State, and local governments or private entities and may represent prime contracts, task/delivery orders, or subcontracts. The contracts may be held by any member of the proposed contractor structure.

The contracts must be relevant, defined as services which, when considered as a whole, are similar in size, scope and complexity when compared to the anticipated requirements of this procurement. Data concerning the prime contractor shall be provided first, followed by each proposed major subcontractor, teaming partner, or mentor/protégé, in alphabetical order.

2. VETERAN INVOLVMENT, AND PRICE EVALUATION

a. PHASE II: FACTOR 3: VETERANS INVOLVEMENT EVALUATION APPROACH

In accordance with VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, the Government will assign full evaluation credit for a

contractor (prime contractor) which is a CVE registered and verified SDVOSB, and partial credit for a verified VOSB prime contractor.

Non-SDVOSB/ VOSB contractors proposing to subcontract 5% or more of the value to a verified SDVOSB concern or 7% or more of the value to a verified VOSB concern will receive some evaluation credit. Note that in order to receive credit under this evaluation factor, prime contractor SDVOSBs and/or VOSBs or proposed subcontractor SDVOSBs and/or VOSBs must be registered in SAM, the Vendor Information Pages (VIP) at <http://www.vip.vetbiz.gov/>, and verified by the CVE at the time of award.

Also note that the Government requires the contractor to honor the evaluation factor commitment to the SDVOSB/VOSB concern throughout the life of the Task Order or to substitute one or more SDVOSB/VOSB businesses for subcontract work of the same or similar value (percentage) in accordance with VAAR 852.215-71 Evaluation Factor Commitments.

b. PHASE II: FACTOR 4: PRICE EVALUATION APPROACH

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 based on FAR subpart 13.106-2 – Evaluation of Quotations or Offers. Therefore, the Contracting Officer and the technical review team will be responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price is reasonable from all responses received in accordance with the evaluation criteria provided to the contractors. The Government will consider all items associated with the quote, including the option under FAR 52.217-8, as part its price analysis.

Quotes submitted without a substantiation or basis for pricing shall be considered incomplete and will not be considered for further evaluation.

The Government will seek a price reduction before establishing the Contract. The Government may only seek this discount from the apparent awardee prior to Contract placement.

d. PHASE II: FACTOR 5: SUBCONTRACTING PLAN, if applicable

All Offerors must complete and submit the Small Business Participation Plan, if applicable. If applicable, the vendor shall make a good faith effort to meet or exceed the subcontracting goals.

Offerors must provide a Small Business Participation Plan proposing their goals for this solicitation to include Small Business Participation. This plan shall include an overall goal which shall be accomplished through collective small business participation from any type of small business or sub-category small business. A large business can achieve the goals through subcontracting, while a Small Business can achieve the goals through its own performance/participation as a prime without having to subcontract. The targeted small business subcontracting goals/percentages are based on a percentage of total subcontracted value:

Category	Target (Percentage)
Small Business	17% (Inclusive of percentages below)

Service-Disabled Veteran-Owned Small Business (SDVOSB)	5%
Veteran-Owned Small Business (VOSB)	7%
Women-Owned Small Business (WOSB)	5%
HUBZone Small Business	3%
Small Disadvantaged Business (SDB)	5%

The work performed directly by a small business prime offeror will be evaluated as Small Business Participation. A small business is NOT required to subcontract out any portion of the work; however, if a small business chooses to subcontract the stipulations at 52.219-14 apply. This factor gives the small businesses the opportunity to indicate that they will meet small business participation through self-performance, or, in addition to any subcontracting to small businesses. This Small Business Participation Plan is required to be submitted for evaluation of this factor. All offerors are required to submit a Small Business Participation Plan individually addressing, at a minimum, the following areas:

- (1) The extent to which Small Business firms are specifically identified in quotes;
- (2) The extent of commitment to Small Business firms (enforceable commitments, such as established relationships, will be weighted more heavily than non-enforceable ones);
- (3) The evaluation will be based on the total subcontracted dollar value; the Offerors propose in terms of small business participation.
- (4) The extent of participation of Small Business concerns in terms of the value of the total acquisition and the extent of which the offeror provides detailed explanations and supporting documentation of the proposed participation percentages, or lack thereof, for this acquisition. Offerors proposed goals are to be filled-in as provided below:

(a) Prime Contractor type of business (check all that apply):

- ☐ Large
- ☐ Small (also check type of small business)
- ☐ Small Non-Disadvantaged Business
- ☐ Small Disadvantaged Business*
- ☐ Woman-Owned Small Business **
- ☐ HUB Zone Small Business
- ☐ Veteran Owned Small Business
- ☐ Service Disabled, Veteran Owned Small Business

(b) Total Contract Value (for three-year period): \$_____

(c) Dollar Value of your participation as a prime Contractor: \$_____

(d) Dollar value and percentage of the total subcontracted value of subcontractors planned for:

Business Category	Dollar Value	Percentage of Total Subcontracting Value
Large		
Total Small		
SDVOSB		
VOSB		
HubZone		

WOSB		
SDB		

Each percentage above shall be accompanied by detailed supporting documentation in the Small Business Participation Plan regarding individual commitments.

The sum of the dollar values and percentages of Small Non-Disadvantaged and Small Disadvantaged should be included in the entry for the Total Small. The sum of all the percentages need not equal 100% since the prime is not included and individual subcontractors may be counted towards more than one category.

(e) List the principal supplies/services (be specific) to be subcontracted to:

Business Category	Name of Company	Type of Service/Supply
Large		
Total Small		
SDVOSB		
VOSB		
HUBZone		
WOSB		
SDB		

(f) Prior Performance Information: Provide any information substantiating the Offeror's history of utilizing small business on past contracts. For large business, include Electronic Subcontracting Reporting System (eSRS) reports for INDIVIDUAL SUBCONTRACTING REPORT (IRS) formerly SF 294 and SUMMARY SUBCONTRACT REPORT (SSR) formerly SF 295 for the last three (3) years. If offeror has had no contract in the last three (3) years with these reporting requirements, a statement to that effect must be included. For large and small businesses, provide descriptive information for all small business categories. Any information concerning long-term relationships with small business subcontractors, such as mentor-protégé relationships should be provided.

(g) Extent of Commitment: Provide documentation regarding enforceable commitments to utilize any small business category, as defined in FAR Part 19, Small Business Programs, as subcontractors.

E.3 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

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

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision

(a)(1)(i)(B) of this provision; and

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

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

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

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

(2) *Examples.*

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 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.

(iii) 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.

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

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror

knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(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 FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.5 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 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.7 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor.

To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>).

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

(End of Provision)

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

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

Hand-Carried Address:

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

Mailing Address:

Department of Veterans Affairs
Acquisition Operations Service (049A3)
810 Vermont Avenue
Washington DC 20420

(b) 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.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;

- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/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.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

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

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

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

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

E.11 VAAR 852.273-70 LATE OFFERS (JAN 2003)

This provision replaces paragraph (f) of FAR provision 52.212-1. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the contracting officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.

(End of Provision)

E.12 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 address(es):

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
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
52.204-20	PREDECESSOR OF OFFEROR	JUL 2016
52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS	JAN 2017
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS	NOV 2017
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	JAN 2017

(End of Provision)