

# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

## OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. 101-13-3-3238-0030				PAGE 1 OF 17	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.	
5. SOLICITATION NUMBER VA101-13-Q-0109		6. SOLICITATION ISSUE DATE 04-23-2013			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Romeo Merenov		b. TELEPHONE NO. (No Collect Calls) 202-632-5473	
8. OFFER DUE DATE/LOCAL TIME 05-03-2013 3:00 PM EST					
9. ISSUED BY Department of Veterans Affairs Acquisition Business Services Office of Acquisition Operations (003B) 810 Vermont Avenue, NW Washington DC 20420		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13b. RATING N/A	
15. DELIVER TO Department of Veterans Affairs Office of Acquisition Operations (003B) 810 Vermont Ave NW Washington DC 20420		CODE Y		16. ADMINISTERED BY Department of Veterans Affairs Acquisition Business Services Office of Acquisition Operations (003B) 810 Vermont Avenue, NW Washington DC 20420	
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-8972	
TELEPHONE NO.		DUNS:		DUNS+4:	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT
	This solicitation is for strategic foresight/alternate futures training. Training shall be provided in accordance with the Statement of Work, Section B.4 (page 4). Interested vendors must provide an offer in accordance with the terms specified in Section E (page 14).  All quotes must be submitted in electronic format no later than 03 May 2013, 3:00 PM EST to the Point of Contact below:  Romeo Merenov <a href="mailto:romeo.merenov@va.gov">romeo.merenov@va.gov</a> 202-632-5473 office  (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)	
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 checked="" type="checkbox"/> ARE NOT ATTACHED.					
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					
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				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) KELLY LYNCH Contracting Officer	
				31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

- a. CONTRACTOR:
- b. GOVERNMENT: Contracting Officer 0010C  
Department of Veterans Affairs  
Acquisition Business Service  
Office of Acquisition Operations (003B)  
810 Vermont Avenue, NW  
Washington, DC 20420

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

- ☐ 52.232-34, Payment by Electronic Funds Transfer -  
Other than Central Contractor Registration, or
- ☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other [Upon completion of all services.]

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs  
Financial Services Center  
P.O. Box 149971  
Austin TX 78714-8972

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

AMENDMENT NO	DATE

## B.2 Price/Cost Schedule

ITEM NO.	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Provide a five-day Strategic Foresight/Futures Training for the Department of Veteran Affairs/Office of Policy and Planning in accordance with the Statement of Work.	1.00	LT		
GRAND TOTAL					

## B.3 Delivery Schedule

ITEM NUMBER	QTY	DELIVERY DATE
0001	1.00	
SHIP TO: 810 Vermont Ave., NW Washington, DC 20420		
MARK FOR: To be provided at the time of award		

## B.4 Performance Work Statement (PWS)

### Title of Project:

Strategic Foresight/Alternate Futures Training for the Office of Policy and Planning

### 1.0 Introduction

The Department of Veterans Affairs (VA), Office of Policy and Planning (OPP), Office of Policy (OOP) is responsible for ensuring integration, collaboration, and cooperation across VA with regard to policy and strategy development. The Office leads the strategic planning efforts and is involved with managing the VA's governance process. The Office consists of a forward-leaning concepts analysis capability that identifies long-range issues and drives innovation and transformation, a planning capability focused on strategic outcomes that influence policies, programs and resources, and a proactive policy analysis capability that is externally engaged, and internally aligned.

The Office is led by the Deputy Assistant Secretary (DAS) for Policy, and consists of the Strategic Studies Group (SSG), the Strategic Planning Service (SPS), and the Policy Analysis Service (PAS). Each service has overlapping policy analysis needs and skill. SSG consists of a Director and four management analysts at various grade levels and experience. SSG continues to build its capability in conducting environmental scans, understanding future methodology, producing analytically rigorous white papers, and using long-range strategic planning as an instrument to achieve change. In order to expedite the development of baseline analysis skills and proficiency, SSG requires formal training that is not an inherent government capability.

### 2.0 Purpose

OOP/SSG requires Strategic Foresight/Alternate Futures training to be provided by a vendor with an accredited Strategic Foresight/Alternate Futures curriculum.

### 3.0 Tasks

#### **3.1 Task 1 Provide an accredited Curriculum for Strategic Foresight/Alternative Futures**

The vendor will develop and provide an accredited Strategic Foresight/Alternate Futures curriculum within 14 business days from notice of contract award. The curriculum shall contain an explanation of how each module will specifically advance analytic capability, executive communications regarding change, strategic foresight/alternate futures methodology, and long-range planning capability.

##### **Task 1 Deliverables:**

- 1.1 Accredited Curriculum for Strategic Foresight/Alternate Futures;
- 1.2 Location of classroom and transportation options.

#### **3.2 Task 2 Provide Foresight/Alternate Futures Training**

The contractor shall provide Strategic Foresight/Alternate Futures training for up to 20 Government personnel to include at a minimum the following topics:

1. Long-range planning;
2. An introduction to foresight tools and thinking;
3. In-depth discussion of change management techniques; and
4. Provide lessons for improving analytic tradecraft.

The instruction should be interactive, include case studies, utilize reading materials and workbooks, and result in attaining Strategic Foresight/Alternate Futures certification for all attendees. The vendor shall provide students and the Contracting Officer Representative (COR) with all course materials including copies of hand-outs, slides, and note-taking guides. The contractor shall also provide an end-of-course student survey to gauge the effectiveness and usefulness of the training, and provide an analysis of learning that can be used to determine which areas need greater emphasis.

Course topics should include:

- Strategic Foresight/Alternate Futures Models;
- Environmental Scanning;
- Forecasting;
- Critical Thinking and Issue-based Analysis;
- Scenario Development and Scenario-based Planning;
- Strategic Planning;
- Change Management; and
- Executive and Strategic Communications.

##### **Task 2 Deliverables:**

- 2.1 Study Material;
- 2.2 Classroom Training Material;
- 2.3 Instructor qualifications and certifications;
- 2.4 Delivery of Training; and

## 2.5 Course Surveys and Analysis of Learning.

### **4.0 Deliverables or Reporting Requirements**

All contractor-provided work products are to be furnished within the specified delivery dates (see Schedule of Deliverables). Any changes to delivery dates must be discussed with the COR and approved in writing by the Contracting Officer (CO). The COR for this project will be identified at the time of award.

The contractor shall establish and maintain a quality assurance program to ensure that all tasks are completed in accordance with this PWS.

### **5.0 Government Acceptance**

The contractor shall provide the COR the course curriculum and other related materials at least two weeks prior to the first day of course instruction. The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's technical approach in the proposal. In the event of a rejected deliverable, the Contractor shall be notified in writing by the COR of the specific reasons for rejection. The Contractor shall have 5 business days to correct the rejected deliverable or submit to the COR a Corrective Action Plan (CAP) that includes a firm commitment to the date when the rejected deliverable will be corrected.

The COR will have 5 business days to review the draft deliverables and provide comments back to the Contractor. The final deliverables will be provided within 5 business days after the comments from the Government are received, unless otherwise specified by the CO in writing.

If any deliverable cannot be provided within the scheduled time frame, the contractor must notify the COR and the CO in writing as soon as delay is identified. The Government reserves the right to approve or to reject the proposal and request an alternate solution. The notice to the CO shall specify the following:

- Reasons for the delay;
- Modified delivery date;
- Impact on the overall project; or
- A revised project plan with all adjusted dates.

The COR will then review the facts and issue a response in accordance with applicable regulations after conferring with the CO.

### **6.0 Place of Performance**

The course is to be provided at a facility in or near the Washington, DC area. The facility must be near or within a walking distance of a Metro Station. Alternatively, the vendor must provide shuttle transportation from the nearest Metro station. Classroom location and transportation arrangements shall be proposed and submitted for approval along with the course Curriculum to the COR and the CO.

### **7.0 General Experience Requirements:**

Contractor staff shall be fully qualified and possess a sufficient level of experience necessary to accomplish the requirements of this PWS. Additionally, contractor personnel shall conduct themselves in a professional and courteous manner at all times. A friendly environment conducive to learning shall be maintained in the classroom throughout the term of this requirement.

Should any Contractor personnel be determined to be unacceptable in terms of technical competency or personal conduct, the Contractor shall immediately remove and replace the identified person at no additional cost to the Government. Any concern regarding contractor's personnel shall be identified by the COR and presented to the contractor in writing after the review by the CO.

## 8.0 Schedule of Deliverables

Schedule of Deliverables (CAD = Contract Award Date, Days = Calendar Days)

All deliverables are electronic unless otherwise noted.

Paragraph	Item Description	Quantity	Delivery Date
Task 1 Deliverable 1.1 Deliverable 1.2	Accredited Curriculum Classroom Location	1 Each 1 Each	14 days after contract award date
Task 2 Deliverable 2.1	Study Material	1 per student, hard copy and electronically	14 days before training, to students day of training.
Task 2 Deliverable 2.2	Classroom Training Material	1 per student, hard copy	14 days before training. To students day of training.
Task 2 Deliverable 2.3	Instructor qualifications and certifications	1 copy electronically	14 days before training.
Task 2 Deliverable 2.4	Multi-day Training Course encompassing 9.5 training hours/day (including 2 15-minute breaks and a 1 hour lunch)	1 Each	Start date to be coordinated with CO/COR.
Task 2 Deliverable 2.5	Course Surveys and Analysis of Learning	1 per student	To COR 5 days after completion of training.

(End of Text)

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(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. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (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 (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☐ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

☐ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

☒ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☒ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) [Reserved]

☐ (12)(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).

☐ (13)(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.

☐ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.



- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☐ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- ☐ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- ☐ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☐ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☐ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☐ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 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) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (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 (MAR 2012) of 52.225-3.
- ☐ (iii) Alternate II (MAR 2012) of 52.225-3.

- ☐ (iv) Alternate III (NOV 2012) of 52.225-3.
  - ☐ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
  - ☒ (42) 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).
  - ☐ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
  - ☐ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
  - ☐ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
  - ☐ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
  - ☒ (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
  - ☐ (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
  - ☐ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
  - ☐ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
  - ☐ (51)(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) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
  - ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - ☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
  - ☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
  - ☐ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
  - ☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)
  - ☐ (9) 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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 52.224-2 PRIVACY ACT (APR 1984)**

Clause incorporated by reference.

(End of Clause)

### C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

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

(End of Clause)

### C.4 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

### C.5 852.232-72 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 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

## **C.7 ADDITIONAL INVOICING INSTRUCTIONS**

Additional invoicing instructions will be provided at the time of award.

(End of Provision)

## **C.8 REPRESENTATIVE OF THE CONTRACTING OFFICER (ADDITIONAL)**

a. The following named COR at the appropriate ordering Program Office is (are) authorized to act as an official representative of the Contracting Officer.

(To be specified when orders are issued)

b. The above are designated by the Contracting Officer and are authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the order and by the Contracting Officer. This authority shall extend to the following: inspection, acceptance, or rejection of work.

c. This designation does not include authority to direct changes in scope, price, terms or conditions of the contract or order. The authority herein also does not include authority to execute modifications to the contract or order, which require the signature of the Contracting Officer, or to bind the Government by contract in terms of a proposed contract change.

(End of Provision)

## SECTION E - SOLICITATION PROVISIONS

### E.1 INTRODUCTORY TEXT

The Government intends to award a single, Firm-Fixed Price (FFP) Purchase Order for strategic foresight/alternate futures training to a successful offeror. The training shall be conducted in accordance with the PWS. The submitted offer must follow all format and content requirements of this section to be considered for award. The successful offeror will be determined on the Lowest Price Technically Acceptable (LPTA) basis.

*It is the offeror's responsibility to ensure that all content is included in the offer and that the offer is received by the Government.*

### E.2 SUBMISSION OF QUOTES

1. The Offeror's proposal shall be submitted electronically by the date and time indicated in the solicitation via email to [Romeo.Merenov@va.gov](mailto:Romeo.Merenov@va.gov). The Offeror's proposal shall consist of three (3) volumes. The Volumes are I -Technical, II - Past Performance, and III - Price.
2. Quote File. Offeror's responses shall be submitted in accordance with the following instructions:
  - a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified. All pages of each volume shall be appropriately numbered. Proposal page limitations are applicable to this procurement. The Table below indicates the maximum page count (when applicable) for each volume of the Offeror's proposal. All files will be submitted as either a Microsoft Word (.doc/.docx), Microsoft Excel (.xls/.xlsx) file, or an Acrobat (.pdf) file. Font size shall be clear, readable, and business-appropriate (Times New Roman, Calibri, Arial, etc.). Tables and illustrations may use a reduced font size, but must be readable under 100% zoom view. Pages in violation of these instructions will not be evaluated.
  - b. Content Requirements. All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The titles and page limits requirements for each file are shown in the Table below:

Volume Number	Factor	Page Limitations*
Volume I	Technical	10
Volume II	Past Performance	5
Volume III	Price	5

**Note:** A Table of Contents, a glossary of abbreviations or acronyms, or a cover letter will not be included in the page count of the technical Volume.

- (i) Volume I – TECHNICAL FACTOR. Offerors shall propose a detailed approach that addresses the work required by the PWS.
- (ii) Volume II – PAST PERFORMANCE FACTOR. Offerors shall submit a list of at least three (3) Government contracts (prime contracts, task/delivery orders, and/or major subcontracts) in performance at any point during the three [3] years prior to the proposal submission date or ongoing contracts, which are relevant to the efforts required by this solicitation. This volume shall be organized into the following sections:
  - (1) Section 1 – Contract Descriptions. This section shall include the following information:
    - (a) Contractor/Subcontractor place of performance. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, current e-mail address, and telephone numbers).
    - (b) Government's technical representative/COR, and current e-mail address, telephone numbers.
    - (c) Government contract administration activity and the Administrative Contracting Officer's name, current e-mail address, and telephone numbers.
    - (e) Awarded price/cost.
    - (f) Final or projected final price/cost.
  - (2) Section 2 - Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation. 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 Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.
- (iii) Volume III – PRICE FACTOR. The Offeror shall propose a price for all functional areas within the schedule. The Offeror shall also provide a total annual cost that combines all requirements, as well as an overall cost that includes all option years.

### E.3 BASIS OF AWARD

Any award will be made based on the Lowest Price Technically Acceptable (LPTA) proposal, with appropriate consideration given to the three (3) factors: Technical, Past Performance, and Price. The technical acceptability shall be considered the most important factor. All technically acceptable offerors shall be treated equally except for their prices. Failure to meet a requirement may result in an offer being determined technically

unacceptable. Offerors must clearly identify any exception to the solicitation and provide accompanying rationale.

The Government intend to select one contractor for award, whose offer is found technically acceptable and provides the lowest price.

## E.4 EVALUATION CRITERIA

The Government will evaluate quotes and make a **Technically Acceptable** determination based on the evaluation of non-price and price factors. The factors are:

### a. **Factor I. Technical**

Evaluation of the Technical factor will apply to the following criteria:

- (1) Understanding of the Problem/Adequacy of Response: 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 the requirements presented in the Statement of Work. The evaluation will determine whether the requirements specified in the solicitation have been completely considered, addressed, and satisfied. The evaluation will also determine whether or not the quote was submitted in accordance with the proposal submission section of the solicitation.
- (2) Feasibility of Approach: The quote will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The quote will be evaluated to determine the level of confidence provided the Government with respect to the offeror's methods and approach in successfully meeting the requirements in a timely manner. The quote will be evaluated to determine the extent to which the offeror is expected to be able to successfully complete the proposed tasks and technical requirements within the required schedule.
- (3) Qualifications/Personnel: The quote will be evaluated to determine the extent to which the offeror demonstrates the availability and degree of commitment of personnel with technical expertise in program management, data collection, reporting, analysis, and monitoring. Any substituted Key personnel will be replaced with personnel of equal or better skill sets, education, and experience than those they replace.

### b. **Factor II. Past Performance**

The Past Performance factor evaluation will assess the relative risks associated with an offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that offeror's record of past performance in handling contracts of similar type, size, and scope. The Government will conduct a performance assessment based on the quality, relevancy and recentness of the offeror's past performance as it relates to the probability of successful accomplishment of the required effort. Offerors will be cautioned that, in conducting the performance risk assessment, the Government may use data provided in the offeror's proposal as well as data obtained from any other source, including the Past Performance Information Retrieval System (PPIRS). Since the Government may not necessarily interview all of the sources provided



by the offerors, it is incumbent upon the offerors to explain the relevance of the data provided. Offerors are reminded that the burden of proving low performance risk rests with the offerors.

IF THE OFFEROR HAS NO RELEVANT PAST PERFORMANCE, it shall affirmatively stated that no relevant past performance is available.

**c. Factor III. Price**

- (1) Fixed Price: The Government will evaluate price by considering all price factors, including separately priced items, annual cost, and total cost.

(End of Provision)

## **E.5 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

## **E.6 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.7 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)