SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.	PAGE 1 OF 128

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C10G24R0016	4-28-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL
	Priscilla Burke	202-236-3526	6-12-2026 15:00 ET

9. ISSUED BY CODE 36C10G

U.S. Department of Veterans Affairs
OPAL | Strategic Acquisition Center

10300 Spotsylvania Ave | STE 400
Fredericksburg VA 22408-2697

10. THIS ACQUISITION IS

- [ ] UNRESTRICTED OR [X] SET ASIDE: _____ % FOR:
- [ ] SMALL BUSINESS
- [X] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] HUBZONE SMALL BUSINESS
- [ ] EDWOSB
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] 8(A)

NAICS: 541611

SIZE STANDARD: $24.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
[ ] SEE SCHEDULE		[ ]	N/A

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

16. ADMINISTERED BY CODE 36C10G

U.S. Department of Veterans Affairs
OPAL | Strategic Acquisition Center

10300 Spotsylvania Ave | STE 400
Fredericksburg VA 22408-2697

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____

TELEPHONE NO. UEI: EFT:

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE VAFSC

U.S. Department of Veterans Affairs
Financial Services Center
PO BOX 149971
(see Section B.3 invoicing/payment)
Austin TX 78714-8917

PHONE: 1 (877) 489-6135 FAX:

[ ] 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
[ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Survey of State Veterans Homes (SVH) See Performance Work Statement (PWS) in Section B.4 and Schedule of Supplies in Section B.5 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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): ANNA NORCROSS Warrant #VA-OPAL-SAC-2025-0013 Acquisition Services Division 4A / 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: Company Name
      Address
      City, State Zip
      CAGE Code
      DUNS
      SAM IEU
      Tax Identification Number (TIN)
      Point of Contact (POC) Name/Title
      POC Email
      POC Phone Number

   b. GOVERNMENT: Contracting Officer 36C10G
      U.S. Department of Veterans Affairs
      OPAL | Strategic Acquisition Center
      10300 Spotsylvania Ave | STE 400
      Fredericksburg VA 22408-2697

      Anna D. Norcross, Primary Contracting Officer
      Anna.Norcross@va.gov
      Mauricio Vazquez, Alternate Contracting Officer
      Mauricio.Vazquez@va.gov
      Rodney Burgos Cabassa, Alternate Contracting Officer
      Rodney.Burgoscabassa@va.gov

      Priscilla Burke, Primary Contract Specialist
      Priscilla.Burke@va.gov
      Nicole Lowther, Alternate Contract Specialist
      Nicole.Lowther@va.gov
      Betsy Lawrie, Alternate Contract Specialist
      Betsy.Lawrie@va.gov

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:
   [X] 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
   [ ] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:
   a. Quarterly [ ]
   b. Semi-Annually [ ]
   [X] Upon completion of work; quantities identified per Contract Line Item Number (CLIN)

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. FSC MANDATORY ELECTRONIC INVOICE SUBMISSION: Contractors are required to submit payment requests in electronic form in accordance with the submission instructions.

TUNGSTEN ELECTRONIC INVOICE SUBMISSION
FSC e-INVOICE PROGRAM THRU AUSTIN PORTAL
FSC MANDATORY ELECTRONIC INVOICE SUBMISSION FOR AUSTIN PAYMENTS

Contracting POC: Ms. Anna Norcross
Contracting Officer Representative (COR): Ms. Kathryn Scott
Contract/Task Order Number: TBD
Purchase Order Number: TBD

a. Vendor Electronic Invoice Submission Methods: Facsimile, e-mail, 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 electronic data transmission methods below.

1. VA's Electronic Invoice Presentment and Payment System – The FSC 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.

2. 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).

b. 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 for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below.

1. Tungsten e-Invoice Setup Information: 1-877-489-6135
2. Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
3. FSC e-Invoice Contact Information: 1-877-353-9791
4. FSC e-invoice email: vafsccshd@va.gov

See https://www.fsc.va.gov/einvoice.asp for more information.

6. MINIMUM GUARANTEE: The minimum dollar amount that the Government agrees to order under each contract awarded under this solicitation is $40K. If the Contractor receives total orders for less than the minimum amount, the Government will pay the difference between the amount ordered and the minimum amount guaranteed. The Government's obligation for the minimum amount only applies to the base period of each awarded contract.

7. EXTENT OF OBLIGATION: The Government is obligated only to the extent of authorized purchases actually made under the resultant contract. A minimum guarantee IAW FAR 16.504-5 of $40K will be placed against this contract upon award of the IDIQ contract via a Task Order (TO). The parties agree the Government will fulfill its obligation to order a minimum quantity by paying the Contractor $40K at the end of the ordering period, unless it orders one unit or a combination of units that exceeds $40K before that time, which would otherwise fulfill the obligation.

8. MAXIMUM CEILING AMOUNT: The maximum ceiling amount of $TBD at time of award is the total of all Task Orders combined through the effective period of performance.

9. CONTRACTING OFFICER AUTHORITY: The Contracting Officer (CO) for the contract shall be the only individual authorized to direct/redirect the efforts under the contract and task orders issued or in any way modify the items or terms of this contract.

10. SUCCESSOR CONTRACTING OFFICER: The CO who signed this contract and identified is the primary CO for the contract. The Alternate CO is designated. These are the only COs authorized to take formal action on this contract. The alternate will assume authority when a contract action needs to be taken and the primary CO is unavailable. Unless a modification is initiated to change the primary or alternate CO, no other CO has authority to act for or make changes to this contract within his/her authority.

B.2 ACKNOWLEDGEMENT OF AMENDMENTS:

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

AMENDMENT NO	DATE

B.3 FEDERAL ACQUISITION REGULATION AND OTHER ASSOCIATED REGULATIONS, MANUALS, AND DOCUMENTS:

The solicitation document and incorporated provisions and clauses are those in effect through Revolutionary FAR Overhaul (RFO) October 2025.

Also, the solicitation document and incorporated provisions and clauses are those in effect through the Department of Veterans Affairs Acquisition Regulation (VAAR) and the VA Acquisition Manual (VAAM) through update January 31, 2025.

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B.4 PERFOMANCE WORK STATEMENT

A. GENERAL INFORMATION

A.1. Title of Program:
Surveys of State Veterans Homes

A.2. General Requirements:
The Department of Veterans Affairs (VA), Veterans Health Administration (VHA), Geriatrics and Extended Care (GEC) Program Office has a requirement for conducting surveys at State Veterans Homes (SVHs) to be performed by an independent survey company/contractor. The contractor shall align and follow the Centers for Medicare and Medicaid Services (CMS) survey process. The contractor shall only survey and identify deficient practices in SVHs in accordance with Title 38 Code of Federal Regulations (CFR) Part 51 "Per Diem for Nursing Home, Domiciliary, or Adult Day Health Care of Veterans in State Homes" federal regulations. The survey process shall be performed for each SVH as outlined in the Performance Work Statement (PWS) and carried out via Task Order(s) (TO).

The skill set required of the contractor personnel surveying SVHs includes long-term care surveyor experience or expertise to include state or CMS survey experience in conducting surveys of nursing homes; the ability to analyze and interpret Quality Measures (QM) generated by the Resident Assessment Instrument (RAI)/Minimum Data Set (MDS); and the ability to utilize the CMS survey process in the assessment of 38 CFR Part 51 regulations. All surveyors shall have a minimum of three years experience in external review, with knowledge, skills, and abilities to include the application of a wide range of qualitative and/or quantitative methods for the accurate assessment of compliance or noncompliance with applicable programmatic laws, policies, and regulations. The contractor shall have personnel with the educational backgrounds necessary to fully assess all applicable 38 CFR Part 51 regulations, including but not limited to Registered Nurses, Social Workers, Dietitians, and Nursing Home Administrators. Surveyors performing the life safety and fire protection portion of the survey shall have the training and educational background (e.g., Fire Protection Engineer, Fire Marshall, General Contractor, Industrial Hygienist) necessary to adequately interpret and apply the applicable National Fire Protection Association (NFPA) code to the correct SVH occupancy. The contractor is responsible to perform and maintain primary source verification of personnel training credentials, licenses, certifications, registrations, resumes, and years of experience in clinical, life safety, and NFPA surveyor positions with emphasis on CMS long term care expertise.

The contractor shall conduct SVH Annual, For Cause, and Recognition surveys and will possess the qualifications necessary to perform an assessment of compliance with 38 CFR Part 51 regulations at nursing homes, domiciliaries, and Adult Day Health Care (ADHC) programs; assess SVHs' provision of high-quality care to residents; and identify areas of noncompliance with Title 38 CFR Part 51 regulations. At least one surveyor on each survey team shall be a licensed Registered Nurse. For one SVH facility only (Juana Diaz, Puerto Rico), contractor shall have a professional Spanish linguist (interpreting both the written and spoken language into English). No government personnel shall be utilized.

The contractor shall be responsible for reviewing and scoring all applicable standards in Title 38 CFR Part 51 to include Subparts B - F. As specified in 38 CFR §51.31(a), a survey, as necessary, may cover all parts of the home or only certain parts, and may include review, audit, and production of any records that have a bearing on compliance with the requirements of this part (including any reports from state or local entities), as well as the completion and submission to VA of all required forms.

The contractor shall also be responsible to provide SVH management all five required VA forms for each survey as required by the Office of Management and Budget (OMB) under 38 CFR §51.31(a) upon survey entrance and request from SVH management that all five VA forms be completed, signed, and returned by the second day of the survey; the names and descriptions of all five forms are detailed in Section C.4.3, below. The contractor shall be responsible for evaluating all required VA forms for accuracy and completeness before the time of survey exit. The contractor shall also be responsible to complete all applicable life safety checklists per level of care according to NFPA standards in Title 38 CFR Part 51. The ratings per federal regulation are "Met" or "Not Met". No recommendations are to be written into any survey report.

A.3. Overall Desired Outcomes/Objectives

VA has a commitment to ensure the SVHs maintain high quality standards. VA has implemented the survey program modeled upon the CMS survey process to perform an independent assessment of SVH compliance with Title 38 CFR Part 51 regulations. On a national level, this type of survey process assures standards are indeed being met. The CMS survey process is considered a standard best practice for nursing homes in the United States; however, not all SVHs are CMS certified. The community standard of assessing level of performance against CMS standards includes an annual survey by a state agency under the auspices of CMS. Of note, SVHs do not receive F-tags or K-tags.

The CMS survey process, in addition to assessment of compliance to the federal regulations, is specific to nursing homes, but it will be used for the Domiciliary and ADHC programs as well. The majority of SVH surveys are unannounced for annual and for cause surveys, but VA Recognition surveys are announced to SVHs. VA requires services of conducting surveys at SVHs to assess compliance with 38 CFR Part 51 regulations applicable to the level of care. The survey report cites specific deviations from professional or community standards of care and 38 CFR Part 51.

VA requires an independent contractor to conduct SVH surveys with the appropriate CMS survey expertise. The purpose of these surveys is to:

(1) Identify areas of concern with quality of care through direct observations and medical record reviews in person.
(2) Assess areas of concern to determine if the SVH is in compliance with applicable 38 CFR Part 51 regulations.
(3) Assure quality of care and safety needs and services are met and provided.
(4) Provide information on best practices and the standards of care as appropriate.
(5) Recognize and certify SVHs annually for compliance to the applicable 38 CFR Part 51 regulations to continue to receive federal per diem payments.

B. SCOPE OF WORK

The contractor shall perform all services. The contractor shall provide all qualified personnel, equipment, supplies, facilities, transportation, travel, tools, materials, supervision, and other items and non-personal services necessary to successfully perform the services as defined in this Performance Work Statement (PWS) except for those items specified as Government Furnished Property (GFP) and Government Furnished Services (GFS). Contractor shall ensure any GFP and GFS are safeguarded In Accordance With (IAW) the PWS. Contractor shall ensure requirements in the PWS are accomplished and IAW the applicable documents listed in Section D - Contract Documents, Exhibits, Or Attachments. No Government employee shall be used for or perform any portion of the requirements of this acquisition. Task Orders shall be placed during the current period of performance to indicate services required to be rendered.

The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It is the responsibility of the contractor to manage its employees to prevent any actions that are in the category of personal services or give the perception of personal services. If the contractor believes that any contractor employee actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the CO immediately.

There are currently 173 State-Owned and Operated SVHs across the United States; this includes all 50 states, territories, tribal lands and possessions of the United States and the Commonwealth of Puerto Rico (See Attachment A – SVH Master Survey Schedule Listing). It is anticipated that a range of approximately three to twelve additional SVHs may be added each year during the lifetime of this contract and shall be required to be surveyed for recognition and then annually for certification. The recognition survey process falls under 38 U.S.C. §§ 1741-1745. The State-Owned and Operated SVHs provide three levels of care to include nursing home care, domiciliary care, and ADHC.

B.1. Quality Assurance

B.1.1. Quality Assurance:

The contractor shall have an established Quality Assurance Program (QAP) which details procedures to verify services being performed to those Government standards according to the Acceptable Performance Objectives (APOs) and Acceptable Quality Levels (AQLs).

B.1.2 Quality Assurance Plan (QAP):

The QAP shall demonstrate effective measures of the accuracy, quality, and reliability of adherence to the requirements of this contract throughout the contract's duration. The QAP is a formal document that outlines the processes, standards, and responsibilities necessary to ensure that a product or service meets predetermined quality levels throughout its lifecycle. The QAP serves as a strategic blueprint for achieving quality in projects or processes. It details the specific activities, standards, tools, methodologies, and responsibilities required to consistently meet quality objectives. The primary purpose of the QAP is to provide guidance and direction to all stakeholders involved, ensuring quality is built into the process from the beginning rather than relying solely on inspection of the final output.

The QAP shall provide a detailed description of the management and operational strategy that sequences the events that this organization shall employ to ensure prompt and efficient delivery of the products and services required.

The QAP is developed by the contractor and approved by the Government in compliance with the contract requirements. The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract and task order performance. The QAP shall be used to guide and to comprehensively document the implementation of the required management and quality control actions to achieve the specified results/outcomes.

The QAP shall be submitted per the Solicitation requirements. The final QAP shall be submitted via the first Task Order at the Kickoff meeting. It shall be provided with only minor updates from the QAP submitted in accordance with the Solicitation.

B.1.3. Quality Assurance Surveillance Plan (QASP):
The QASP is the key surveillance process document. The QASP is used for managing contractor performance by ensuring that systematic quality assurance methods validate contractor quality control efforts to be timely, effective, and delivering the results required in the contract. The QASP directly corresponds to the performance objectives and standards (i.e. quality, quantity, timeliness) specified in the PWS. It provides specific details on how the contractor will survey, observe, test, sample, evaluate, and document contractor performance results to determine if they have met the required standards for each objective in the PWS.

The Government shall utilize the contractor submitted and VA approved QASP, which is part of the QAP, throughout the life of the contract to ensure the contractor is performing the services required by this PWS via the APOs and AQLs established. Performance shall be evaluated by VA based on contractor performance meeting the QASP standards.

The QASP provides Government surveillance oversight of the Contractor's quality control efforts to assure timely and effective delivery of the results specified in the contract and/or task order. The QASP shall reflect the Contractor's responsibility to perform effective Quality Control. The QASP shall be developed by the contractor concurrent with and traceable to PWS Acceptable Performance Objectives, Performance Standards, and Acceptable Quality Levels for Satisfactory or Higher performance of this contract throughout the contract's duration.

The QASP shall be submitted to the CO per the Solicitation. The final QASP shall be submitted via the first Task Order at the Kickoff meeting. It shall be provided with only minor updates from the QASP submitted in accordance with the Solicitation. It shall be implemented as written to ensure objectivity and consistency.

B.1.4. Corrective Action Request (CAR):
When a concern with contractual compliance and/or performance is identified, the contractor will be notified via an email by the CO in the form of an official cover letter and by Corrective Action Request (CAR) procedure and form or a cure notice. (See Attachment B Corrective Action Request Procedure and Form).

B.1.5. Survey Observations
The Program Office will conduct observations of the survey process. Survey observations are mandated by Public Law 117-328 and recommended by the Government Accounting Office (GAO) #19-428 (Final Report July 2019, Recommendation #1). Survey observations are focused on the contractor surveyors' compliance to following the CMS survey process, PWS requirements, professional accountability, adherence to required infection control protocols, and accuracy of surveyors' assessment and interpretation of 38 CFR Part 51 regulations.

The CO will assign the COR and the Program Office will identify designated National Program Managers for Quality and Oversight to conduct such survey observations and record observations in accordance with the Observation Record (Attachment C). Only the scores from observations completed by either the COR or alternate COR will be used in the evaluation of the

contractor's performance. Scores are given on the Observation Record for each individual surveyor on a scale of one to four assessing conformance to established criteria. (See Performance Metrics Table, page 47 for rating info)

B.2. Period of Performance

The period of performance shall be a 12 month base period and four (4) 12 month option periods. A continuation of performance of any services may be exercised more than once, but the total extension of performance hereunder shall not exceed six months beyond any option period.

B.3. Type of Contract

The Government will award a single Indefinite Delivery/Indefinite Quantity (IDIQ) Fixed Price (FP) contract per the Federal Acquisition Regulation (FAR) 16.504 Indefinite-Quantity Contracts. Firm Fixed Price (FFP) Task Order(s) (TO) will be placed during the period of performance for required services.

B.4. Type of Orders

Task Orders shall be issued only in writing by the Strategic Acquisition Center (SAC) CO(s) identified in paragraph B.1.1b. Requirements for additional number of services are required within any current period of performance. No oral orders are authorized, and no other field units can place orders.

Not all Contract Line Items Number(s) (CLIN) are required to be ordered on any given Task Order. CLINs will be identified on every order and the quantity being ordered. For the minimum and maximum order limitations, reference Section C: Contract Clauses:
52.216-18 ORDERING
52.216-19 ORDER LIMITATIONS

B.5. Place of Performance

All work completed under this PWS shall take place at the contractor's facility and at the SVHs.

B.6. Recognized Holidays

The contractor shall not perform services on the following Federal holidays.

New Year's Day	Juneteenth	Veterans Day
MLK Jr.'s Birthday	Independence Day	Thanksgiving Day
President's Day	Labor Day	Christmas Day
Memorial Day	Columbus Day	

B.7. Hours of Operation

The contractor is responsible for conducting surveys Monday through Friday, except Federal Holidays or when the SVH is closed due to local or national emergencies, administrative closings, or similar State Government-directed facility closings. However, surveys for SVHs may be required to be conducted prior, during, and after routine local business hours to accomplish all required assessments of compliance. This may include surveyors arriving early or staying later at the facility for off-hour observations of care delivery (e.g., early AM medication pass, early care observation, evening dinner meal observation). Surveys shall not occur the week of the National Association for State Veterans Homes (NASVH) Winter or Summer Conference.

B.8. Business Day

For purposes of communication with and submission of deliverables to the Program Office, an administrative business day is 7:30AM Eastern Time (ET) to 5:00PM ET. These are Mondays through Fridays, excluding federal holidays and weekends.

The contractor is responsible for conducting normal business between the hours of 7:00AM and 5:00PM Eastern Time Monday through Friday, except federal holidays. If performance is required at a Government facility when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings, the contractor shall seek clarification from the COR and CO to perform or cancel.

B.9. Definitions

The following definitions are used throughout the PWS and are to be construed as the statement of the meaning of a word, word group, sign, or symbol; a statement expressing the essential nature of something; a product of defining; and the action or the power of describing, explaining, or making definite.

For additional contractual definitions, see the Federal Acquisition Regulation (FAR) Subpart 2.101 – Definitions. This FAR part defines words and terms that are frequently used in the FAR; provides cross-references to other definitions in the FAR of the same word or term; and provides for the incorporation of these definitions in solicitations and contracts by reference.

These definitions have been derived by several sources, including but not limited to the FAR, The Department of Veteran's Affairs Acquisition Regulations (VAAR), Law Insider Dictionary, Investopedia, Dictionary.com, Encyclopedia Britannica, and Black's Law Dictionary.

Accurate: Means free from error or defect; consistent with a standard, rule, or model.

Complete: Full; entire; including every item or element of the thing spoken of, without omissions or deficiencies; as, a "complete" copy, record, schedule, or transcript.

Comprehensive: Means complete; including all or nearly all elements or aspects of something.

Current: Whatever is at present in course of passage, present in its progress, the service rendered, and the compensation therefore measured by the time of the occurrence of the event. Passing in time or belonging to the time actually passing, now passing, present in its course, as the current month.

Deliverable: Used to describe the quantifiable goods or services that must be provided upon the completion of a project. Deliverables can be tangible or intangible in nature. A deliverable is a product or service created or performed in the completion of a project. When you consider a project, there are elements of input (what goes into the project such as time, resources, information, etc.) and elements of output - the deliverables. Key deliverables are the main outputs set and produced in the completion of a project.

Final: Last; conclusive.

Final Submission: Exists when nothing remains to be done to render submission complete.

Necessary: This word must be considered in the context in which it is used, as it is a word susceptible of various meanings. It may import absolute physical necessity or

inevitability, or it may import that which is only convenient, useful, appropriate, suitable, proper, or conducive to the end sought. It is an adjective expressing degrees, and may express mere convenience or that which is indispensable or an absolute physical necessity. It may mean something which in the accomplishment of a given object cannot be dispensed with, or it may mean something reasonably useful and proper, and of greater or lesser benefit or convenience and its force and meaning must be determined with relation to the particular object sought.

Plan: A delineation: a design, draft, form, or representation; the representation of anything drawn on a plane, as a map or chart; a scheme; a sketch; a method of action, procedure, or arrangement.

Quantitative: The purpose is to explain, predict, and/or control phenomena through focused collection of numerical data. Test hypotheses, deductive. Administration of tests and questionnaires (close ended). Conclusions and generalizations formulated at end of study, stated with predetermined degree of certainty. Inferences and /or generalizations are the researcher's responsibility. Never 100% certain of findings.

Qualitative: The purpose is to explain and gain insight and understanding of phenomena through intensive collection of narrative data, generate hypothesis to be test inductive. Raw data are in words. Essentially ongoing, involves using the observations/comments to come to a conclusion. Conclusions are tentative (conclusions can change), reviewed on an ongoing basis, conclusions are generalizations. The validity of the inferences/generalizations are the reader's responsibility.

Sufficient: Adequate, enough, as much as may be necessary, equal, or fit for end proposed, and that which may be necessary to accomplish an object.

SVH Management: SVH Management refers to the person who has responsibility for running the SVH. Depending on the SVH, this person may have the title of Administrator, Commandant, Chief Executive Officer, or Superintendent.

Timely or Reasonable Time: Such length of time as may fairly, properly, and reasonably be allowed or required, having regard to the nature of the act or duty, the subject matter, and to the attending circumstances.

Update: To change (something) by including the most recent information; to make (something) more modern; to give (someone) the most recent information about something.

B.10. Acronyms

The following acronyms are used throughout the PWS and are to be construed as the statement of the meaning of a word(s) abbreviated, but holding the same meaning. This list is not all inclusive, but represents the main acronyms used throughout.

ADC Average Daily Census

ADHC Adult Day Health Care

APO Acceptable Performance Objective(s)

AQL Acceptable Quality Level(s)

ATO Authority to Operate

BAA Business Associate Agreement(s)

CAP Corrective Action Plan(s)

CAR Corrective Action Request(s)

CFR Code of Federal Regulations

CIO Chief Information Officer

CLIN Contract Line Items Number(s)

CO Contracting Officer

COR Contracting Officer's Representative

CMS Centers for Medicare and Medicaid Services

CPARS Contractor Performance Assessment Reporting System

IDR Informal Dispute Resolution

CSP Cloud Service Provider(s)

CSCA Contractor Security Control Assessment

DSS Defense Security Service

FDCC Federal Desktop Core Configuration

FedRAMP Federal Risk and Authorization Management Program

FISMA Federal Information Security Management Act

FFP Firm Fixed Price

FP Fixed Price

GEC Geriatrics and Extended Care

GFE Government Furnished Equipment

GFS Government Furnished Service(s)

IAW In Accordance With

IDIQ Indefinite Delivery/Indefinite Quantity

IJ Immediate Jeopardy

ISA Interconnection Agreements

ISO Information Security Officer

JAB Joint Authorization Board

MDS Minimum Data Set

MS Microsoft

MOU Memorandum of Understanding

NARA National Archives and Records Administration

NASVH National Association for State Veterans Homes

NISP National Industrial Security Program

NFPA National Fire Protection Association

PDF Portable Document Format

PIA Privacy Impact Assessment

PII Personally Identifiable Information

POA&M Plan of Action and Milestones

PWP Program Work Plan

PWS Performance Work Statement

QAP Quality Assurance Plan

QASP Quality Assurance Surveillance Plan

QM Quality Measures

RAI Resident Assessment Instrument

SAC Strategic Acquisition Center

SAP Security Assessment Plan

SAR Security Assessment Report

SOR Systems of Record(s)

SSP System Security Plan

SVH State Veterans Homes

TO Task Order(s)

USC United States Code

VA Department of Veterans Affairs

VAID VA Implementation Diagram

VHA Veterans Health Administration

C. SPECIFIC MANDATORY ACTIVITIES, TASKS, and ASSOCIATED DELIVERABLES

C.1. General Requirements

All tasks, activities, and deliverables specified in this section shall be ordered by the Government via a TO. The Contract Line Item Number(s) (CLIN) shall identify the task number and quantity required. All aspects of any task shall be performed as ordered on a TO. Any TO not indicating such required CLIN and quantity shall not be required to be provided by the contractor. CLINs will be designated with either activity, task, and/or associated deliverables. The activities are the overarching requirements which correlate to tasks and deliverables.

If for any reason the contractor cannot meet a deliverable date, the contractor shall submit a written notice explaining to the CO and COR within three business days before the deliverable date. This notice to the CO and COR shall include the original deliverable due date, cite the reasons for the delay, describe the impact on the overall program, and include a firm commitment of when the work shall be completed. This is required as part of any deliverable requirement. The COR will then review the facts and discuss with the CO. The COR or CO shall respond to the contractor acknowledging receipt and communicate any additional concerns within two business days.

C.2. Activity 1: Meetings

Meetings are the coming together of people to discuss one or more topics, often in a formal or business setting, but meetings also occur in a variety of other environments (virtual or in person). Meetings can be used as form of group decision-making. Meetings are designed for:

(1) Information sharing;
(2) Problem solving;
(3) Brainstorming;
(4) Decision making; and
(5) Building relationships.

Meetings shall be conducted throughout the performance period to allow for updates and dialogue on aspects, issues, and concerns related to the performance of the contractor. These meetings shall be coordinated and scheduled monthly to quarterly depending on necessity.

Desired Outcome / Objective:
Meetings may pertain and include these aspects, but not limited and designed to: introduce Government and contractor team members including roles and responsibilities, update contact information to all parties, complete a full review of the PWS along with associated timeframes and deadlines, discuss responsibilities / authorities, discuss plans for clear lines of communication between the Government and the contractor, identify any potential successes, conflicts or issues in performance, and provide clear understanding of quality assurance measures of all requirements of the contractor. Meetings may also serve to facilitate dialogue and discussion of matters pertinent to disputes, process improvement, resolution management, and review of any matters related to specific task completion, deliverable submission, interpretation variances of requirement, and Contractor Performance Assessment Reporting System (CPARS). By having these meetings throughout the process, the goal is to establish a mutual understanding of how to achieve the highest program standards.

C.2.1. Task 1: Kick-Off Meeting

The Kick-Off Meeting between the Program Office, Contracting, and the contractor shall be scheduled within 10 business days from the start of the first TO performance period start date. This shall be part of the first TO requirement. Contracting shall coordinate the date, time, and location (in person or virtual) of the meeting. The contractor shall attend the meeting, prepare an agenda, presentation materials, and attendee list (with email addresses), which shall all be provided to and approved by Contracting, in PDF format, for distribution to all attendees at least five business days prior to the meeting.

At the start of the base Kick-Off Meeting, the contractor shall provide a final QAP and QASP (as described in B.1.2 and B.1.3) to the COR in PDF format. Also, the contractor shall provide the following deliverables, as required, in the associated activity, task, deliverable, and deliverables schedule table:

Activity 2: Task 4, Deliverable 4: Annual Survey Schedule
Activity 3: Task 7, Deliverable 7: Survey Script
Activity 4: Task 17, Deliverable 18: Electronic Feedback Mechanism
Activity 5: Task 18, Deliverable 20: Program Work Plan
Activity 5: Task 19, Deliverable 21: Communication Plan
Activity 5: Task 20, Deliverable 22: Contractor Personnel Training Plan

Note: Some of these deliverables were required as part of the proposal submission and this is the final / complete deliverable to be provided to the government. It shall not deviate in any substantial form from the original contractor's solicitation proposal, unless agreed by the CO.

At the start of the option period Kick-off meetings, the contractor shall provide the following deliverable, as required, in the associated activity, task, deliverable, and deliverables schedule table:

Activity 2: Task 4, Deliverable 4: Annual Survey Schedule

Note: These deliverables may be provided prior to the kickoff meetings in order for the government to review and have dialogue with the contractor as to the content and finalization and acceptance of the deliverables.

Following the Kick-Off Meeting, the contractor shall provide meeting minutes in PDF format to all attendees within 15 business days following the meeting. This meeting shall occur at the beginning of every performance period. The duration is estimated at two days in the base period and four hours in each subsequent option period.

C.2.2. Task 2: Monthly Meeting

The contractor shall attend the monthly meeting, prepare an agenda, presentation materials, and attendee list (with email addresses) provided by the contractor to facilitate discussion on status updates, schedule deviations or barriers, any areas of concern or of interest, introduction of new personnel and positions, as well as staff losses and feedback evaluations. The Government will provide additional agenda topics so that the contractor can consolidate Government and contractor topics in order to have a complete agenda. The contractor shall establish a MS Teams invitation for the monthly meeting calls.

The monthly meeting dates and times shall be approved by the VA CO and may initially be established at the Kick-Off Meeting. The contractor shall prepare and submit their agenda in PDF format to the COR at least five business days prior to the meeting. The contractor shall also provide meeting minutes in PDF format to all attendees within five business days following the meeting. This meeting duration is estimated at one and a half hours per occurrence.

C.2.3. Task 3: Quarterly Meeting

The quarterly meeting shall be attended by the contractor with the staff prepared to discuss Performance Metrics as they relate to the quarterly evaluated performance of the contractor by the Government. These areas for discussion primarily include Performance Objectives, Performance Standards, and Acceptable Quality Levels. The contractor shall prepare, provide/submit, present their independent analysis, and participate in the conversation of all facets of performance. A briefing template based on the Performance Metrics will be provided to the contractor at the first kickoff meeting to be used throughout the contract.

The quarterly meeting date and time shall be coordinated and established at the kickoff meeting. The contractor shall prepare and submit all required materials and agenda to the COR in PDF format at least five business days prior to the meeting. The contractor shall establish a MS Teams invitation for the Quarterly Meeting calls. The contractor shall also provide meeting minutes in PDF format to all attendees within five business days following the meeting. This meeting duration is estimated at two hours per occurrence.

Deliverable #1: Kick-Off Meeting
Deliverable #2: Monthly Meeting
Deliverable #3: Quarterly Meeting

C.3. Activity 2: Survey Schedules

A schedule or a timetable, as a basic time-management tool, consists of a list of times at which possible tasks, events, or actions are intended to take place, or of a sequence of events in the chronological order in which such things are intended to take place. This is the process of creating a schedule, deciding how to order these tasks and how to commit resources between the variety of possible tasks. Schedules are necessary, in situations where individuals need to know what time they must be at a specific location to receive a specific service, and where people need to accomplish a set of goals within a set time. Schedules can usefully span both short periods, such as a daily or weekly schedule, and long-term planning for periods of several months or years.

The contractor shall establish, update, and finalize survey schedules throughout the performance period to ensure current schedules can be completed on TOs to ensure facilities are surveyed per the SVH Master Survey Schedule Listing. The survey schedule shall include the SVH, appropriate level of care to include nursing home, domiciliary, and ADHC for those facilities who offer multiple levels of care on the same survey visit.

The contractor shall make and book travel, ensure schedules meet required annual or for cause survey timeframes, recognition surveys effectively planned, and ensure available survey capacity available for all surveys required.

Desired Outcome / Objective:
The SVH survey schedules are essential documents that must be provided as required to avoid missed surveys, excessive/overage capacity of the contractor, and overlap which could result in survey delays. The goal is to ensure SVH surveys occur when required and are inclusive of appropriate personnel to allow for a complete assessment of all applicable 38 CFR Part 51 regulations for each SVH by level(s) of care.

C.3.1. Task 4: Annual Survey Schedule

The contractor shall develop the annual survey schedule, with the above referenced information on para C.3. for all facilities identified in the performance period. (See Attachment A) The schedule shall be provided to the Government in PDF format within ten business days from the first TO of the base period (due at kickoff meeting) and by five business days after the first TO of every option period. The annual survey schedule shall include the following three elements:

(1) Number of SVHs to be surveyed per month;
(2) Month of survey (within two months of Recognition month; and
(3) Week of surveys by level of care (where applicable).

C.3.2. Task 5: Quarterly Survey Schedule

The contractor shall revise/update the annual survey schedule on a quarterly basis with the above referenced information in section C.3.1. However, the revisions and updates shall align with the Annual Survey Schedule with any deviations being agreed to by the government. The schedule shall be provided to the Government in PDF format within ten business days from issued TO. Each quarterly survey schedule update shall include the following:

(1) Number and name of SVHs to be surveyed;
(2) Dates for entire survey;
(3) Surveyor names; identification of the surveyor team lead and their company contact phone number;
(4) Dates for life safety survey;
(5) Dates of surveys by level of care (where applicable);
(6) Identification of which surveyor will review clinical, life safety, administrative, fiscal standards; and
(7) Surveyor email addresses.

C.3.3. Task 6: Task Order Survey Schedule Change

Changes shall be limited as much as possible by the Government. Any survey schedule change on a TO, requested by the Government, must be issued via a modification mutually agreed upon by both parties. The contractor shall make the change and submit a revised survey schedule in PDF format that incorporates the change within ten business days from the effective date of any modification of a TO or the award date of a TO.

The contractor's revised survey schedule must match what is provided to the contractor in the TO. The only revisions to a survey schedule are acts of God, mutually agreed changes by both parties, health or precautionary situations where the health of any party may cause injury.

Deliverable #4: Annual Survey Schedule
Deliverable #5: Quarterly Survey Schedule
Deliverable #6: TO Survey Schedule Change

C.4. Activity 3: Surveys

Surveys are a method of gathering information using relevant questions from a sample of people with the aim of understanding or appraising conditions (positive or negative) as a situation arises, areas of study in whole or part. Surveys provide a critical source of data and insights for evaluation to determine acceptable standards are being met and if not for corrective action to be implemented to attain the standard required level of care.

Surveys shall be conducted by the contractor, as required by TO, in direct correlation to the Annual and Quarterly survey schedules. Surveyors shall be required to wear visible, contractor-provided identification at all times during all surveys. Surveyors shall have business attire and shall conduct themselves in a professional manner at all times. The surveys shall be performed onsite at SVHs, in person.

The SVH domiciliary and ADHC survey will be independent of the nursing home survey within the same SVH. However, the domiciliary and ADHC surveys shall be scheduled to be completed consecutive to the nursing home program survey in a SVH that offers multiple levels of care on the same survey visit. The SVH survey continues until the final exit for the last level of care being surveyed is complete at that SVH.

The number and type of surveyors (clinical, administrative/fiscal and life safety) and duration of survey will be determined by the contractor and can be based on the recognized number of beds by the VA Under Secretary for Health for a SVH, average daily census, and the program/level(s) of care being surveyed. The Table of Surveyor Component Guide (Attachment D) is provided as a guide. The Program Office will provide the contractor the recognized number of beds, the average daily census, and the program/level(s) of care needing survey by means of TO(s).

This contract requires the contractor to conduct three types of surveys for SVHs utilizing the CMS process and standards of care, long term care protocols, and the applicable elements of 38 CFR Part 51 regulations. The three types of surveys are Annual, Recognition, and For Cause. In accordance with the GAO #19-428 (Final Report July 2019, Recommendation #2), all failures to meet applicable 38 CFR Part 51 regulations shall be identified as deficiencies on all surveys. Deficiencies identified at conclusion of a survey and any levels of care are defined and written to only the applicable standards under Subparts B through F under the 38 CFR Part 51 regulations.

For all surveys, the contractor shall establish a pre-exit briefing call that includes the contractor survey team and a representative from the Program Office. The purpose of this briefing call is for the survey team to provide the Program Office a verbal summary of all potential deficiencies that will be on the final survey report. This verbal summary shall include the 38 CFR Part 51 regulation that is anticipated to have an identified deficiency, the information from survey that led to the identified deficiency, and the likely scope/severity rating of each deficiency. The contractor shall conduct this pre-exit briefing call prior to the survey exit with the SVH management. For SVHs that have multiple levels of care, the contractor shall establish a pre-exit call and invite the Program Office to join the call for each level of care.

C.4.1. Surveys (Onsite / Unannounced)

In alignment with the CMS survey process, the contractor shall begin with offsite preparation including:

(1) Reviewing and analyzing the Quality Measures generated by the RAI/MDS for the nursing home care program, last VA survey report(s) and Corrective Action Plan(s) (CAP), any state survey reports applicable

to a CMS-certified SVH and selecting the observation population prior to the survey based on this review;

(2) Reviewing supplied SVH sentinel event information, other pertinent information provided in advance from the Program Office; and

(3) Reviewing the SVH 802 report and Resident Roster for nursing home care at the beginning of each survey. For Domiciliary and ADHC, the contractor shall review a resident list or census list provided by the SVH management.

The contractor shall complete necessary survey tasks, including:

(1) Observation of direct resident care including, but not limited to, medication administration, actual care delivery, resident dining experience, resident and staff interviews;

(2) Assessment of the physical environment and fire protection; and

(3) Review of both active and closed medical record reviews, food service and kitchen assessment, SVH policies and procedures necessary for validation of compliance with 38 CFR Part 51 regulations, reconciliation of fiscal records, quality assessment and assurance practices, human resource records, and staff education documents.

For all surveys, upon arrival, the contractor is to introduce themselves and identify the type of survey which is being conducted: Annual, For Cause, or Recognition survey. The contractor shall request an entrance conference with the SVH management at a time that is mutually agreed upon, but does not significantly delay the start of the survey. During any survey entrance conference, the contractor shall introduce the survey team members and their roles (i.e., who will conduct clinical, administrative, fiscal, and life safety survey portions), request key documents, review survey processes, coordinate with the SVH management to establish a mutually agreed upon time for a daily debrief, and communicate the anticipated day of survey exit.

The contractor shall follow the approved survey script for the entrance, daily debriefs and the final exit conference to assure consistency in delivery of information. During the daily debrief conferences, the survey team shall review any areas of potential concern identified during the day's survey activities, allowing time for the SVH management to ask questions. During the survey exit conference(s), the contractor shall provide to the SVH management a verbal summary of key areas of concern in general terms, so the facility can understand the potential deficiency in preparation for receiving the final written report.

Desired Outcome / Objective: VA's commitment to ensure SVHs maintain high-quality standards and adherence to the 38 CFR Part 51 regulations is accomplished by applying a standardized external oversight review that is modeled upon a modified CMS long-term care survey process. The goal of all SVHs receiving an annual survey, For Cause, and Recognition SVH surveys being completed as needed is to ensure any lack of compliance with the 38 CFR Part 51 regulations is identified. This identification and the SVH's subsequent corrective actions to return to compliance with the 38 CFR Part 51 regulations is necessary to ensure all Veterans, Veteran spouses, and Veteran Gold Star parents residing in SVHs are in receipt of high quality care.

C.4.2. Task 7: Survey Scripts

Within 10 business days from the issuance of the first TO, the contractor shall provide their final Survey Script in PDF format to the COR. The script shall be consistent with the script submitted by the contractor as part of the initial solicitation package, with only limited updates and changes from the original. The contractor shall follow the approved survey script for the entrance, daily debriefs and the final exit conference to assure consistency in delivery of information.

C.4.3. Task 8: Annual Surveys

The contractor shall conduct an annual survey within two months of each SVH's recognition month. All SVHs' recognition months are identified on the Master Facility Listing (see Attachment A). The survey is onsite and is unannounced to the SVH. The contractor shall perform and complete all required annual surveys as required per issuance of a TO. Any change to the TO shall be issued through a bilateral modification, as required .

The contractor shall share areas of potential concern with the SVH during the final exit conference, though final ratings, scope, and severity, or specific regulations shall not be provided. Final ratings for annual surveys can only be "met" or "not met."

The contractor shall evaluate all information provided on VA forms, presented by the facility or requested by the survey team, to ensure accuracy and completeness before the time of survey exit. Failure to provide any form, incomplete forms, or forms with errors shall be evaluated for the purpose of proper determination of any findings.

The contractor shall not complete or recommend any changes to the information on the form(s). The following VA Forms shall be evaluated, by the contractor, to determine the following:

(1) VA Form 10-0143 DEPARTMENT OF VETERANS AFFAIRS CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS FOR GRANTEES OTHER THAN INDIVIDUALS: requires SVH management's review, signature, and date of signature to be accurate and complete. (see Attachment E)

(2) VA Form 10-0143A (STATEMENT OF ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973: requires SVH management's review, signature, and date of signature to be accurate and complete. (see Attachment F)

(3) VA Form 10-0144 CERTIFICATION REGARDING LOBBYING : requires SVH management's review, signature, and date of signature to be accurate and complete. (see Attachment G)

(4) VA Form 10-0144A STATEMENT OF ASSURANCE OF COMPLIANCE WITH EQUAL OPPORTUNITY LAWS:
requires SVH management's review, signature, and date of signature to be accurate and complete. (see Attachment H);

(5) VA Form 10-3567 STATE HOME INSPECTION - STAFFING PROFILE: Prior to survey exit, the survey team shall evaluate the form to determine whether the form is complete and accurate in relation to the applicable 38 CFR Part 51 regulations. (see Attachment I)

Note: The Program Office will provide a VA Form 10-3567 Staffing Profile Reference that is available to the SVHs on completion of the VA Form 10-3567 and can be used as a reference to the contractor. (see Attachment J)

The contractor shall conduct recognition, annual, and for cause surveys for SVH nursing homes, domiciliaries, and adult day healthcare programs only after these facilities are already in operation and providing care to residents, as all facilities have been previously approved by non-VA entities; these non-VA entities are the Authority Having Jurisdiction (AHJ) for the physical environment.

The contractor shall apply applicable NFPA codes and standards to SVH facilities. VA considers the SVH facilities to be existing facilities with installed systems that have been approved by the AHJ. The contractor shall not analyze the installation of existing systems unless a code or standard specifically requires the existing system to be addressed. VHA definition of what is a new and existing SVH facility and specific NFPA codes and standards is provided and shall be adhered to by the contractor IAW VA NFPA Interpretation for the SVH Program. (see Attachment K)

The contractor's life safety surveyor shall complete all applicable life safety checklists per level of care. The life safety checklists are a guide based on the facility meeting the applicable provisions of NFPA 101, Life Safety Code and NFPA 99, Health Care Facilities Code per 38 CFR Part 51 regulation and are intended to assure focus on testing and maintenance codes and not codes associated at time of design or build. The contractor shall not provide any checklist(s) to the SVH. Life safety checklists and reference as to when they are applicable are detailed below:

(1) Checklist for Sprinkler-Protected State Veterans Nursing Home Care Facilities: Shall be used for SVHs that only have a Nursing Home level of care. (see Attachment L)

(2) Checklist for Sprinkler-Protected State Veterans Nursing Home Care Facilities and State Home Domiciliaries with more than 16 residents and designed as a healthcare occupancy: Shall be used for SVHs that have both a Nursing Home and a Domiciliary level of care where both levels of care follow the NFPA Life Safety Code requirements of Chapter 19. If the contractor's life safety code surveyor selects this option, the check box on the checklist shall be populated after the contractor has validated and confirmed with the SVH that both levels of care follow Chapter 19. (see Attachment M):

(3) Checklist for Sprinkler-Protected State Veterans Nursing Home Care Facilities and State Home Domiciliaries with more than 16 residents and Adult Day Health Care designed as a healthcare occupancy: Shall be used for SVHs that have both a Nursing Home and/or a Domiciliary and ADHC level of care where all levels of care follow the NFPA Life Safety Code requirements of Chapter 19. If the contractor's life safety code surveyor selects this option, the check box on the checklist shall be populated after the contractor has validated and confirmed with the SVH that both levels of care follow Chapter 19. (see Attachment N)

(4) Checklist for One and Two Family Dwellings: Shall be used for the domiciliary level of care in which the SVH follows the NFPA Life Safety

Code requirements of Chapter 24 and in which the domiciliary follows a cottage design. (see Attachment O)

(5) Checklist for Existing Large Board and Care Facilities: Shall be used for the domiciliary level of care in which the SVH follows the NFPA Life Safety Code requirements of Chapter 33 and in which the domiciliary has sleeping accommodations for more than 16 residents. (see Attachment P)

(6) Checklist for Existing Small Board and Care Facilities: Shall be used for the domiciliary level of care in which the SVH follows the NFPA Life Safety Code requirements of Chapter 33 and in which the domiciliary has sleeping accommodations for less than 16 residents. (see Attachment Q)

(7) Checklist for Existing Day Care Occupancies: Shall be used for SVHs with an ADHC level of care that are not following the NFPA Life Safety Code requirements of Chapter 19. (see Attachment R)

C.4.4. Task 9: Initial Recognition Surveys

An initial recognition survey shall be conducted for any newly constructed homes, renovations, relocations or increases in the numbers of beds and levels of care. A state may request from VA an initial recognition survey during a specific month, specific weeks within a month, or specific dates in a month. The contractor shall schedule and conduct the initial recognition survey as required on the TO. Initial recognition surveys are announced, meaning the SVH management is aware of the survey dates. As with annual surveys, the contractor shall evaluate all required VA forms for accuracy and completeness before the time of survey exit. The contractor's life safety surveyor shall also complete all applicable life safety checklists per level of care, but shall not provide any life safety checklist to the SVH.

Initial recognition surveys are pass/fail surveys, meaning that SVHs must meet all applicable 38 CFR Part 51 regulations per level of care at time of survey to receive a pass recognition status. During an initial recognition survey, the contractor shall communicate to the SVH whether they identified any areas of likely noncompliance with 38 CFR Part 51 regulations during the final exit conference, though final ratings, scope, and severity, or specific federal regulations shall not be provided.

The contractor shall not communicate to the SVH management a final "Pass/Fail" determination for the initial recognition survey. Final ratings for initial recognition surveys can only be "met" or "not met."

C.4.5. Task 10: Focused Recognition Surveys

A focused recognition survey shall be conducted by the contractor for any newly constructed homes, renovations, relocations or increases in the numbers of beds and levels of care that previously had a failed initial recognition survey. The contractor shall schedule and conduct the focused recognition survey to occur during a specific month, specific weeks within a month, or specific dates in a month as required on a TO. Focused recognition surveys are announced, meaning the SVH management is aware of the survey dates.

Focused recognition surveys are concentrated on a review of the 38 CFR Part 51 regulation(s) for which the SVH was found to be in noncompliance during the initial recognition survey. Any 38 CFR Part 51 regulations with

which the SVH was previously found to be in compliance during the initial recognition survey are not applicable during the focused recognition survey. The only exception would be if a surveyor observes or otherwise becomes aware of noncompliance with any 38 CFR Part 51 regulation that would lead to a serious or likely serious adverse outcome, as a result of the noncompliance in which case the contractor shall follow the Immediate Jeopardy process as described in C.4.8.

Based on the area(s) of previous 38 CFR Part 51 regulations noncompliance, the surveyor(s) shall be a Registered Nurse capable of surveying Clinical, Administrative, and Fiscal 38 CFR Part 51 regulations, a LSC surveyor, or one of each; the minimum number of surveyors on a focused recognition survey shall be one.

Focused recognition surveys are pass/fail surveys, meaning that SVHs must meet all 38 CFR Part 51 regulations at time of survey for which they were previously in noncompliance during the initial recognition survey. During a focused recognition survey, the contractor shall communicate to the SVH during an exit conference whether they identified any areas of likely noncompliance with the 38 CFR Part 51 regulations that were found to be in noncompliance during the initial recognition survey or areas of noncompliance that would lead to a serious or likely serious adverse outcome, as a result of, the noncompliance.

The contractor shall not provide final ratings, scope, or severity to the SVH. The contractor shall not communicate to the SVH management a final "Pass/Fail" determination for the focused recognition survey. Final ratings for focused recognition surveys shall only be "met" or "not met."

C.4.6. Task 11: For-Cause Surveys

A for-cause survey shall be conducted, by the contractor, when the Program Office requires review of a major, significant, specific concern, or a series of incidents, complaints, deficiencies, or events that may jeopardize the health or safety of residents. This is a full survey which focuses on the specific events or acts that prompted the survey. This is an unannounced survey and does not take the place of an annual survey. The contractor shall be on site within ten business days after issuance of a TO. As with annual and recognition surveys, the contractor shall evaluate all required VA forms for accuracy and completeness before the time of survey exit. The contractor's life safety surveyor shall also complete all applicable life safety checklists per level of care, but shall not provide any life safety checklist to the SVH.

During a for cause survey, the contractor shall share areas of potential concern with the SVH during the final exit conference, though final ratings, scope, and severity, or specific federal regulations shall not be provided. Final ratings for a for-cause surveys can only be "met" or "not met."

C.4.7. Task 12: Immediate Jeopardy (IJ) Deficiencies

For all surveys, the contractor shall utilize CMS industry standard key components in determining any IJ deficiencies, which includes noncompliance with the 38 CFR Part 51 regulation; a serious or likely serious adverse outcome, or likely serious adverse outcome, as a result of, the noncompliance; and need for immediate action to prevent a serious outcome from occurring or reoccurring. An IJ is any deficiency suspected to be rated at Levels J, K, or L on the CMS Scope and Severity Matrix.
(see Attachment S).

Upon determination that an IJ is present, the contractor shall notify the COR within one hour by phone and in writing of the identified situation, the rationale as to why it is an IJ, scope and severity level, the 38 CFR Part 51 regulation being identified, and when SVH management has or shall be notified. In keeping with industry standard, the contractor shall use the IJ template. The contractor shall electronically submit the completed IJ Template to the COR within one business day of contractor identification of the IJ based on the findings. (see Attachment T – IJ Template)
In keeping with industry standard, the survey team shall notify the SVH facility management that the IJ has been identified and to request a written removal plan. The survey team shall evaluate the SVH's written removal plan for whether it is inclusive of the following:

(1) The immediate action the SVH management will take to prevent serious harm from occurring or recurring;
(2) All actions the SVH will take to immediately address the noncompliance, and
(3) A date by which the SVH asserts the likelihood for serious harm no longer exists.

When the IJ is determined, the survey team shall remain on site until the survey team has determined that the SVH's removal plan is acceptable. The contractor shall notify the COR within one hour by phone and in writing after the survey team has accepted a final removal plan. The contractor shall also send an electronic copy of the final accepted removal plan to the COR within one business day of the acceptance of the plan.

If necessary, the contractor shall participate in a conference call with the Program Office and/or the VAMC Director and SVH VISN Liaison to discuss and, review the IJ, and the accepted removal plan that was accepted. Call to be arranged by the COR at time that is mutually acceptable.

Deliverable #7: Survey Scripts
Deliverable #8: Notification of IJ for Levels J, K and L findings
Deliverable #9: IJ Template Form
Deliverable #10: Notification of IJ removal
Deliverable #11: IJ Final Removal Plan

C.5. Activity 4: Reports

Reports are formal accounts, in this case written in detail that presents information in an organized format and are organized, objective presentations of observations, experiences, or facts used in the decision-making process. They are also facts of a situation, process, or condition; how these facts were ascertained; their significance; the conclusions that have been drawn from them; and in some cases, the recommendations being made. Reports shall be written by the contractor, as required by TO, in direct correlation to the survey performed.

Desired Outcome / Objective: The reports and feedback mechanism are intended to provide both the SVH, as well as key stakeholders such as residents, residents' family members, and elected officials with a professional and standardized written accounting of any deviations from the CFR 38 Part 51 regulations identified during a SVH survey. The feedback mechanism is intended to allow SVHs the opportunity to provide feedback regarding their survey experience. The qualitative and quantitative data gleaned from this feedback mechanism allows the contractor an opportunity to gain a better understanding of the requirements and concerns so the contractor can improve, when applicable, the service being provided.

The goal is for the narrative of any deviation from the 38 CFR Part 51 regulations to be written in a manner that allows the reader to clearly understand the connection between the 38 CFR Part 51 regulation being cited and the deficient practice observed during survey, as well as the scope (i.e., pervasiveness) and severity (i.e., level of harm) of the deficient practice, identify trends or patterns, and enable the Program Office to develop courses of action to increase quality in survey outcomes

C.5.1. Task 13: Ad Hoc Reports

The contractor shall submit written reports in PDF format, no later than, three business days after issuance of a TO, as required by the COR, for an explanation as to how and why a deficiency was written against 38 CFR Part 51 regulation or why the Scope and Severity level was selected. The contractor shall also submit written reports in PDF format, no later than, three business days after issuance of a TO, regarding how and why a deficiency was written against a 38 CFR Part 51 regulation or why the Scope and Severity level was selected because of a facility executing the GEC Informal Dispute Resolution (IDR) Process. The COR will apprise the contractor of the final IDR outcome.

C.5.2. Task 14: Survey Reports

The contractor shall electronically submit a final written report of each SVH survey with and without survey deficiencies to the SVH Quality & Oversight team, which includes the COR, within 10 business days from the last day of each survey. The final written report is required in both Word and PDF format for each individual SVH survey by level of care and type of survey. The contractor shall utilize the Final Survey Report Format. (see Attachment U)

Each final report shall be free of spelling and grammatical errors according to the most current edition of *Publication Manual of the American Psychological Association, Seventh Edition* (2020). Each final survey report shall describe and fully document supported survey deficiencies, survey ratings, and a determination of the scope and severity of the deficiencies per 38 CFR Part 51 regulation, with deficient practices identified on survey outlined and substantiated in the survey report narrative. Each deficiency on the final survey report shall have a scope and severity rating that follows the CMS Scope and Severity Matrix and that is supported and substantiated in the survey report narrative. No recommendations or notes shall be included in the survey report.

The final survey report shall include the specific NFPA 101, Life Safety Code and NFPA 99 Health Care Facilities Code reference(s) to include the actual standard(s) of the specific code(s) in violation, even if the standard or code crosses NFPA manuals, for each life safety deficiency, that is identified and written by the life safety surveyor. The reference shall follow the deficiency narrative for each life safety citation. Any deficiencies for life safety regulations shall include specific headings to reflect different life safety categories. The contractor shall utilize the codes per Life Safety Code Headings (Attachment V).

Each final survey report created by the contractor shall be accurate, as defined by the inclusion of the following at a minimum:

(1) The SVH name, location (city & state);
(2) Dates of survey, level of care, survey type (Annual, For Cause, Recognition);

(3) Total available beds, census on first day of survey;
(4) Contractor's Surveyor's names and discipline;
(5) An introductory summary statement;
(6) Identification of any 38 CFR Part 51 regulation(s) for which SVH compliance was determined to be "Not Met" during the survey. Each identified deficiency on the final survey report shall specify a "Not Met" rating, the appropriate scope, severity level, and residents affected in the left-hand column and a narrative of survey findings in the right-hand column;
(7) The 38 CFR Part 51 regulation number and regulation language for all "Not Met" regulations shall be addressed by the contractor, utilizing the regulation numbers and language in the Quick Reference Guides (see Attachments W - Y Quick Reference Guides); and
(8) Each identified deficiency on the final survey report shall include a narrative that describes deficient practices identified on survey and provides information to substantiate and support the deficiency, as well as, the assigned scope and severity level.

The final survey report shall include a copy of the completed life safety checklist(s) pertinent to the specific level of care, and VA Form 10-3567 (i.e., the Staffing Profile) as outlined above. In addition, all required VA Forms, per 38 CFR Part 51 shall be provided with final survey report(s).

The contractor's final survey reports, VA Forms, and life safety checklist(s) will be reviewed by the SVH Quality and Oversight team. The SVH Quality and Oversight team will provide any edits, comments, or questions regarding the survey reports, VA Forms, and/or life safety checklists to the contractor, no later than, three business days after receipt of the survey reports. The contractor shall have three business days to respond to the SVH Quality and Oversight team, which includes the COR, by electronically sending a final report in both Word and PDF format, final VA Form(s), and/or final life safety checklist. If a consensus is not reached between contractor and the Program Office regarding a survey report, a VA Form, or a life safety checklist, the final decision of any finding, Pass/Fail result of a recognition survey, Met or Not Met rating rests with the Program Office.

C.5.3. Task 15: Survey Deficiency Summary Report

The contractor shall provide a final written survey deficiency summary report for each survey 20 business days after the final survey report is accepted by the Program Office. A final written survey deficiency summary report is required in Word and PDF format for each individual SVH survey by level of care and type of survey. The contractor shall utilize the Survey Deficiency Summary Report Format. (see Attachment Z).

Each report shall be free of spelling and grammatical errors according to the current version or any update of the *Publication Manual of the American Psychological Association, Seventh Edition* (2020). The written survey deficiency summary reports will be reviewed by the SVH Quality and Oversight team. The SVH Quality and Oversight team will provide any edits, comments, or questions regarding the written survey deficiency summary reports. The contractor shall have three business days to respond to the SVH Quality and Oversight team, which includes the COR, by electronically sending a final report in both Word and PDF format.

C.5.4. 16: Simple Reports

The contractor must have the flexibility to provide simple written reports. The need for these reports could be initiated from multiple sources, including a Congressional inquiry; examples include but are not limited to the contractor's summary of which SVHs have a particular deficiency, the contractor's interpretation and application of a particular 38 CFR Part 51 regulation, or the contractor's response to a concern or complaint from a SVH about a particular surveyor or survey. Reports shall be electronically submitted to the COR in PDF format within seven business days after receipt of the TO. The contractor shall write simple reports which address situations and issues, provide quantitative and qualitative analyses where indicated, and focus on facts and factors in sufficient detail and with information necessary regarding the purpose of the report. Reports in response to a concern or complaint from a SVH about a particular surveyor or survey shall include the written feedback and response of any taken or planned action(s) by the contractor to address and/or remedy the concern and/or complaint.

C.5.5. Task 17: Electronic Feedback Mechanism and Reports

Within 10 business days from the issuance of the first TO, the contractor shall provide a mechanism for all SVHs to provide, at minimum, both positive and negative feedback of all phases of the survey process. The contractor shall provide to the COR in PDF format what questions will be included in the electronic feedback mechanism and what quantitative and qualitative metrics will be used to measure satisfaction. The contractor shall include a plan for the contractor to correct reported concerns, in a timely fashion, after they are reported. The contractor shall communicate the electronic feedback mechanism to SVH management at each SVH survey.

The contractor shall provide a quarterly report, in PDF format, of feedback results to the COR no later than the 21st business day after the end of the preceding quarter, as required via TO. The report shall identify the following:

(1) Response rates amongst SVHs from the prior quarter;
(2) A detailed summary of which SVHs submitted survey feedback via the survey mechanism;
(3) All raw survey response data;
(4) A quantitative and qualitative analysis of survey responses; and
(5) Any corrective actions the contractor has taken or plans to take, as a result of, survey response data in accordance with, the Feedback Mechanism Plan.

Deliverable #12: Ad-Hoc Report
Deliverable #13: Final Nursing Home Survey Report
Deliverable #14: Final Domiciliary Survey Report
Deliverable #15: Final Adult Day Health Care Survey Report
Deliverable #16: Survey Deficiency Summary Report
Deliverable #17: Simple Reports
Deliverable #18: Electronic Feedback Mechanism
Deliverable #19: Quarterly Electronic Feedback Report

C.6. Activity 5: Plans

Plans are methods or programs prepared ahead of time to achieve a goal. They can involve a series of actions, steps, or stages, and may be used for various purposes such as project management, organizational guidance, or achieving specific objectives. Many of these activities require management's attention from both a planning and controlling perspective. Managers therefore create different types of

plans to guide operations and to monitor and control organizational activities. Plans shall be written by the contractor, as required by TO, to describe a detailed proposal for planning, achieving, or validating completion of certain task(s) including, but not limited to scheduling, surveying, reporting, communication, education, training and process improvement.

Desired Outcome / Objective: The plans shall provide a method of action, procedure, or description of the necessary information to describe how to meet the goals, scope of work, milestones, deliverables, and mitigate risks. This information is essential in ensuring the Government and contractor have a mutual and bilateral understanding of the direction regarding methods, communication, and timelines for all types of plans.

C.6.1. Task 18: Program Work Plan

Within 10 business days from the issuance of the first TO, the contractor shall provide their final Program Work Plan (PWP) in PDF format to the COR. The plan shall be consistent, with the plan submitted by the contractor as part of the initial solicitation package, with only limited updates and changes from the original. The PWP shall describe how the contractor plans to address the following:

(1) Scheduling all necessary SVH surveys as specified by Task Order;
(2) Completing pre-and onsite survey preparation, such as review of prior survey and quality data and other pertinent information;
(3) Integrating the CMS survey approach including, but not limited to, utilizing the RAI/MDS;
(4) Completing a comprehensive assessment through survey activity of SVH compliance of all applicable 38 CFR Part 51 clinical, life safety, administrative, and fiscal regulations under Subparts B – F;
(5) Observing direct resident care, including, but not limited to, meals, medication passes, dressing changes, and pressure ulcer care;
(6) Following process for appropriately identifying and communicating any Immediate Jeopardy situations encountered during survey;
(7) Providing each SVH with a feedback mechanism;
(8) Submitting final survey reports for each SVH by level of care;
(9) Submitting final survey deficiency summary reports for each SVH by level of care; and
(10) Providing ad hoc reports.

C.6.2. Task 19: Communication Plan

Within 10 business days from the issuance of the first TO, the contractor shall provide their final Communication Plan in PDF format to the COR. The plan shall be consistent, with the plan submitted by the contractor as part of the initial solicitation package, with only limited updates and changes from the original. The Communication Plan shall describe how the contractor plans to address the following:

(1) Sharing of contractor's key personnel names, titles/roles, preferred contact information, and who from the contractor's team should be contacted under which circumstances; and

(2) Scope of the communication plan, to include information such as:

i. Information needed to be shared;
ii. Purpose of information sharing;
iii. Who will provide the information;

iv. To whom will the information be provided (COR, SVHs, etc.);
v. When will the information be provided; and
vi. How will the information be provided.

C.6.3. Task 20: Contractor Personnel Training Plan

Within 10 business days from the issuance of the first TO, the contractor shall provide their final contractor training plan for training the current personnel and new personnel upon hire. The plan shall be consistent with the plan submitted by the contractor as part of the initial solicitation package, with only limited updates and changes from the original. The plan shall detail the contractor's utilization of the training strategies and activities required for all personnel to possess the necessary knowledge, skills, and abilities for performance on the contract.

Within 20 business days from the issuance of the first TO, the contractor shall provide certificate and acknowledgment documentation to the COR to substantiate all contractor personnel completed all the following listed items. The contractor shall also provide certificate and acknowledgment documentation to the COR to substantiate to the COR that any newly hired personnel completed all the following items prior to performance on the contract, but no later than 20 business days from hire. The contractor personnel shall be required to complete the following training (or successor training):

(1) Completion of VA Privacy/HIPPA regulations Talent Management System (TMS) training (VA 10203);
(2) Completion of VA Privacy and Information Security Awareness and Rules of Behavior TMS training (VA 10176);
(3) Signature on VA Handbook 6500.6 Appendix D Contractor Rules of Behavior;
(4) Certificate of Completion of CMS Long Term Care Basic Training;
(5) Acknowledgment of receipt by self-endorsement of completed review of CMS State Operations Manual; and
(6) Acknowledgment of receipt by self-endorsement of review of all applicable 38 CFR Part 51 regulations.

The required contractor personnel training completed is NOT a separate deliverable, instead it is an ongoing requirement of the Contractor Personnel Training Plan requirements.

Note: If TMS is not available to contractor personnel, the training will be provided in some other form to be determined by the Government.

Deliverable #20: Program Work Plan
Deliverable #21: Communication Plan
Deliverable #22: Contractor Personnel Training Plan

D. DELIVERABLE SCHEDULE

The time of delivery or performance is essential to contract performance. The following Deliverables Schedule Table identifies the activities, tasks, deliverables, the quantity required per period of performance or as ordered via TO, and when the deliverables are due. The contractor is responsible for the deliverables as they are necessary to achieve the desired objectives / outcomes of this program. The CO and/or COR will approve the final submission of any deliverable.

As previously stated, if for any reason the contractor cannot meet a deliverable date, the contractor shall submit a written notice to the CO and COR within three business days before the deliverable date. This notice to the CO and COR shall include the original deliverable due date, cite the reasons for the delay, describe the impact on the overall program, and include a firm commitment of when the work shall be completed. This is required as part of any deliverable requirement. The COR will then review the facts and discuss with the CO. The COR or CO shall respond to the contractor acknowledging receipt and communicate any additional concerns within two business days.
All survey documents from the contractor identified in Deliverables #13 to #16 shall be sent to the Program Office by a cloud-based, ready to use software to communicate and collaborate securely on any type of device. The software the contractor shall use is VA Box, which will protect all SVH survey information utilizing intelligent threat protection, advanced security control, and complete information governance.

Note: VA security administrators protect contents in VA Box. Information can be shared securely in a collaborative manner on various devices. VA Box offers strict data privacy, data-residency, and industry compliance of the highest standards. The cloud-based enterprise content management platform will be used to communicate between the contractor and the Program Office for all survey reports, VA Forms, and Life Safety checklists. VA Box enables easy access to content from any contractor device with the security, scalability, and administrative controls necessary by VHA IT.

VA Box has unlimited storage and ensures documented content is secure. External sharing is available between VA and contractor email accounts to upload, edit and download files. There is no cost to the contractor for utilization of VA Box. Each non-VA user must be authenticated by VA utilizing ID.me for a Level of Assurance (LOA) 3 credential.

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DELIVERABLES SCHEDULE TABLE

DELIVERABLE #	ITEM	ESTIMATED QUANTITIES PER PERFORMANCE PERIOD	DELIVERY DATE	FORMAT
Deliverable 1	Kick-off Meeting Final QAP/QASP (part of Deliverable 1) and Annual Survey Schedule, Survey Script, Program Work Plan, Communication Plan, and Contractor Personnel Training Plan(required at time of Deliverable 1)	1	• Scheduled within 10 business days after issuance of the first TO • Agenda 5 business days prior to the meeting • Minutes within 15 business days following the meeting	Agenda and minutes in PDF
Deliverable 2	Monthly Meeting	12	• Agenda 5 business days prior to the meeting • Minutes within 5 business days following the meeting	Agenda and minutes in PDF
Deliverable 3	Quarterly Meeting	4	• All required materials & agenda 5 business days prior to the meeting • Minutes within 5 business days following the meeting	PDF

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DELIVERABLE #	ITEM	ESTIMATED QUANTITIES PER PERFORMANCE PERIOD	DELIVERY DATE	FORMAT
Deliverable 4	Annual Survey Schedule (required at time of Kick Off meeting)	1	• 10 business days from first task order • 5 business days after first task order of every option period	PDF
Deliverable 5	Quarterly Survey Schedule	4	• The schedule is provided within ten business days from issued TO.	PDF
Deliverable 6	TO Survey Schedule Change (Part of Deliverable 5)	12	• Revised survey schedule that incorporates the change within 10 business days from the effective date of any modification of a TO or the award date of a TO.	PDF
Deliverable 7	Survey Scripts, (the entrance, daily debriefs, and the final exit) (required at time of Kick Off meeting)	1	• Within 10 business days from the issuance of the First TO.	PDF

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DELIVERABLE #	ITEM	ESTIMATED QUANTITIES PER PERFORMANCE PERIOD	DELIVERY DATE	FORMAT
Deliverable 8	Notification of Immediate Jeopardy for Levels J, K, and L findings as described in PWS	As discovered during survey; **Note:** not an independent deliverable via separate TO.	• Immediately, within one hour following the determination of immediate jeopardy, contractor to notify the COR.	Phone & email
Deliverable 9	IJ Template Form	As discovered during survey; **Note:** not an independent deliverable via separate TO	• Within one business day of contractor's identification of the IJ	PDF
Deliverable 10	Notification of IJ removal plan	As discovered during survey; **Note:** not an independent deliverable via separate TO	• Within one hour following the contractor's acceptance of the SVH's removal plan, contractor to notify the COR	Phone & email
Deliverable 11	IJ Final removal plan	As discovered during survey; **Note:** not an independent deliverable via separate TO	• Within one business day of contractor's acceptance of the plan on survey	PDF

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DELIVERABLE #	ITEM	ESTIMATED QUANTITIES PER PERFORMANCE PERIOD	DELIVERY DATE	FORMAT
Deliverable 12	Ad-hoc Reports	3	• Within 3 business days from issue of the task order	PDF
Deliverable 13	Final SVH Nursing Home Survey Report	202	• Within 10 business days from last day of survey	Word & PDF
Deliverable 14	Final SVH Domiciliary Survey Report	63	• Within 10 business days from last day of survey	Word & PDF
Deliverable 15	Final SVH Adult Day Health Care Survey Reports	8	• Within 10 business days from last day of survey	Word & PDF
Deliverable 16	Survey Deficiency Summary Reports	273	• Within 20 business days after the final survey report accepted by COR	Word & PDF
Deliverable 17	Simple Reports	5	• Within 7 business days after receipt of the TO	PDF
Deliverable 18	Electronic Feedback Mechanism	1	• 20 business days from the issuance of the first TO	PDF of questions
Deliverable 19	Quarterly Electronic Feedback Reports	4	• 21st business day after the end of the preceding quarter	Data in Excel; report in PDF

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DELIVERABLE #	ITEM	ESTIMATED QUANTITIES PER PERFORMANCE PERIOD	DELIVERY DATE	FORMAT
Deliverable 20	Program Work Plan (required at time of Kick Off meeting)	1	• 10 business days from the the issuance of the first TO	PDF
Deliverable 21	Communication Plan (required at time of Kick Off meeting)	1	• Within 10 business days from the issuance of the first TO • Implemented within 5 business of notification by COR of approval	PDF

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DELIVERABLE #	ITEM	ESTIMATED QUANTITIES PER PERFORMANCE PERIOD	DELIVERY DATE	FORMAT
Deliverable 22	Contractor Personnel Training Plan (required at time of Kick Off meeting)	1	• Within 10 business days from first TO, the contractor shall provide their final Contractor training plan • Within 20 business days of issuance of first TO provide certificate and acknowledgment documents for existing personnel of all completed training requirements. • Within 20 business days of newly hired personnel provide certificate and acknowledgement documents for of all completed training requirements.	PDF

E. PERFORMANCE METRICS & REQUIREMENTS SUMMARY

In order to achieve success, monitor, and measure performance, the COR, in concert with the CO, will evaluate and assess the contractor's performance on requirements of the PWS based on the following Performance Metrics Table, which identifies the Performance Objectives, Performance Standards, and Acceptable Quality Level (AQL) for "Satisfactory" or "Higher Performance" throughout the performance period. The COR and CO will use the identified Methods of Surveillance to monitor and assess contractor performance to the achieved levels of the AQLs, measure the performance acceptability levels, and if necessary, use the remedies identified to ensure the contractor corrects deficiencies.

Evaluations will be discussed by the Government with the contractor on a quarterly basis in a forum which facilitates discourse and process improvement approaches. At the end of each assessment period, to include the quarterly assessments, the COR and CO will notify

the contractor of the results of the assessment no later than 45 business days after the end of each quarter. These evaluations will be used to derive the ratings used on the Contractor Performance Assessment Reporting System (CPARS) to create and measure the quality and timely reporting of performance information per performance period of the contract.

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PERFORMANCE METRICS TABLE

Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity All: Program Management • Effective program execution in the areas of risk management, quality assurance, and changing mission priorities, effective partnerships, open communications, sets clear expectations, defines roles and responsibilities, and sets the framework for mission success. • Contract management is a multi-disciplined process which encompasses technical, business, and procurement perspectives, documentation of key decisions made when developing models, the rationale for decisions, and tracking of required deliverables for each scenario. **CPARS Categories:** Quality, Schedule, Management, Regulatory Compliance, and Small Business Subcontracting, if applicable	**All Tasks** All Deliverables	**Threshold**: No more than 5% of deliverables are late; quality reviews are regularly conducted to ensure accurate and complete data is present in all required deliverables. Rework is only required 10% of the time and no deliverable requires rework more than once prior to final submission. Ensure 100% of personnel are performing the required duties to ensure effective results-based management. Ensure 100% of deliverables and quality reviews and checks for grammar & spelling, key decisions are well described and supported with analytical information and any assumptions are fully documented, described with rational consistent with the program, task deliverable goals. Ensure 100% of Corrective Actions either Contractor or Government identified are resolved within 30 days with root cause analysis and tracking plan.	COR inspect 100% & track submission dates for all required elements are present and complete. COR randomly evaluate up to 50% of performance by proper personnel on deliverables. COR randomly evaluate up to 50% of deliverables are free of grammar & spelling errors, key decisions are well described and supported, assumptions are fully documented with sufficient rationale. COR to inspect 100% & track all identified CARs to ensure analysis describes the root cause and measures to prevent such deficiencies in the future.	If AQL is not met at a level “Satisfactory” or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 1: **Kick-Off Meeting** • The contractor shall attend the meeting with the appropriate staff with agenda, presentation materials, names of participants (with email addresses). The contractor shall provide agenda at least 5 business days prior to the meeting. • The contractor shall provide meeting minutes to all attendees within 15 business days following the meeting. **CPARs Categories** Management; Quality	**Task 1:** **Kick-Off Meeting** (C.2.1.) **Deliverable #1:** Kick-off meeting and required information / deliverables	**Threshold** = business day in which the required information submitted to COR is accurate, correct grammar and spelling, and complete. • Satisfactory: Appropriate staff present; agenda complete including presentation material and post meeting information (including minutes) received on time. • Very good: Appropriate staff present; agenda complete including presentation material and post meeting information (including minutes) received one business day early. • Exceptional: Appropriate staff present; agenda complete including presentation material and post meeting information (including minutes) received two business days early. Weights • On Time Delivery: 50% • Accuracy, Grammar: 25% • Completeness: 25%	COR to track date of submissions of required information, accuracy, correct grammar and spelling, and completeness from contractor for 100% of Kick-Off Meetings.	If AQL is not met at a level “Satisfactory” or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 1: Monthly Meeting • The contractor shall attend the meeting with the appropriate staff with agenda, presentation materials, names of participants (with email addresses). The contractor shall provide agenda at least 5 business days prior to the meeting. • The contractor shall provide minutes of contractor information combined with Government information to provide to the Government within 5 business days following the meeting. **CPARs Categories** Management, Quality, Regulatory Compliance	**Task 2: Monthly Meeting** (C.2.2.) **Deliverable #2:** Monthly meeting with required information / deliverables	**Threshold** = business day in which the required information submitted to COR is accurate, correct grammar and spelling, and complete. • Satisfactory: Appropriate staff present; agenda, presentation materials, and minutes received on time. • Very good: Appropriate staff present; agenda, presentation materials, and minutes received one business day early. • Exceptional: Appropriate staff present; agenda, presentation materials, and minutes received two business days early. Weights • On Time Delivery: 50% • Accuracy, Grammar: 25% • Completeness: 25%	COR to track attendance and date of submissions of required information accuracy, correct grammar and spelling, and completeness from contractor for 100% of monthly meetings	If AQL is not met at a level "Satisfactory" or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

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Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 1: Quarterly Meeting • The contractor shall attend the meeting with the appropriate staff with agenda, presentation materials, names of participants (with email addresses). The contractor shall provide agenda at least 5 business days prior to the meeting. • The contractor shall provide minutes of contractor information combined with Government information to provide to the Government within 5 business days following the meeting. **CPARs Categories** Quality, Management	**Task 3: Quarterly Meeting** (C.2.3.) **Deliverable #3:** Quarterly meeting with required information / deliverables	**Threshold** = business day in which the required information submitted to COR is accurate, correct grammar and spelling, and complete. • Satisfactory: Appropriate staff present; agenda, presentation materials, and minutes received on time. • Very good: Appropriate staff present; agenda, presentation materials, and minutes received one business day early. • Exceptional: Appropriate staff present; agenda, presentation materials, and minutes received two business days early. Weights • On Time Delivery: 50% • Accuracy, Grammar: 25% • Completeness: 25%	COR to track attendance and date of submissions of required information accuracy, correct grammar and spelling, and completeness from contractor for 100% of quarterly meetings.	If AQL is not met at a level "Satisfactory" or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

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Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 2: Annual Survey Schedule • The annual schedule shall be provided to the COR within 10 business days of the base period (due at kickoff meeting) and within 5 business days after the first Task Order of every option period. • Each survey schedule shall include the three required elements outlined in the PWS. **CPARs Categories** Management, Scheduling	**Task 4: Annual Survey Schedule** (C.3.1.) **Deliverable #4:** Annual Survey Schedule	**Threshold** = business day in which the required information submitted to COR. • Satisfactory: Schedule received on time with three required elements. • Very good: Schedule received one business day early with three required elements. • Exceptional: Schedule received two business days early with three required elements. Weights: • On Time Delivery: 50%. • Includes Required Elements: 50%.	COR to track submission date of and inclusion of required content for 100% of annual schedules received from contractor	If AQL is not met at a level "Satisfactory" or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

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Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 2: Quarterly Survey Schedule • The complete survey schedule shall be provided to the COR within ten business days from issued Task Order. • Each survey schedule shall include the six required elements outlined in the PWS. **CPARs Categories** Management, Scheduling	**Task 5: Quarterly Survey Schedule** (C.3.2.) **Deliverable #5:** Quarterly Survey Schedule	**Numerator** = Total # schedules submitted timely with six required included elements. **Denominato**r = Total # required elements. **Threshold** = % of numerator/denominator • Satisfactory: 85% • Very Good: 95% • Exceptional: 100% Weights: • On Time Delivery: 50%. • Includes Required Elements: 50%.	COR to track submission date of and inclusion of required content for 100% of quarterly schedules received from contractor.	If AQL is not met at a level “Satisfactory” or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

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Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 2: **TO Survey Schedule Change** • A revised survey schedule that incorporates the Task Order change shall be provided to the COR within 10 business days of the effective date of any modification of a Task Order or the award date of a Task Order. • The revised survey schedule must match what is provided to the contractor in the Task Order. **CPARs Categories** Management, Scheduling	**Task 6:** **TO Survey Schedule Change** (C.3.3.) **Deliverable #6:** TO Survey Schedule Change	**Threshold** = business day in which the required information submitted to COR. • Satisfactory: Revised schedule received on time and matches Task Order • Very good: Revised schedule received one business day early and matches Task Order. • Exceptional: Revised schedule received two business days early and matches Task Order. Weights; • On Time Delivery: 50%. • Matches Task Order: 50%.	COR to track date of submission and content of schedule of 100% of revised schedules received from contractor.	If AQL is not met at a level "Satisfactory" or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

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Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 3: **Surveys** • The Contractor shall conduct surveys in alignment with CMS survey process and standards of care, long term care protocols, and the applicable elements of 38 CFR Part 51 regulations, evaluate VA Forms, apply applicable NFPA Life Safety Code requirements Chapter 19, use approved survey scripts, conduct Life Safety survey, and following the requirements of the Immediate Jeopardy deficiencies process, if applicable. • The Contractor shall ensure surveys are scheduled and performed as approved in the schedule, if applicable. **CPARs Categories** Management, Scheduling, Quality; Regulatory Compliance	**Task 8: Annual Surveys** (C.4.1. through C.4.7.) **Deliverable #7:** Survey Script **Deliverable #8:** Notification of Substandard and IJ for Levels H, I J, K and L **Deliverable #9:** IJ Template **Deliverable #10:** Notification of IJ removal **Deliverable #11:** IJ Final removal plan **Task 9: Initial Recognition Surveys** (C.4.4.) **Task 10: Focused Recognition Surveys** (C.4.5.) **Task 11: For-Cause Surveys** (C.4.6.)	**Numerator** = Total # of surveys scheduled in anniversary month each month **Denominator** = Total # of annual surveys issued per quarter. • Satisfactory: 85-89% • Very Good: 90-94% • Exceptional: 95-100% No less than 5% of surveys start & finish on time in the schedule week/month. No less than 5% of required deliverables are late, inaccurate, and/or incomplete. Rework is only required 10% of the time; no deliverable requires rework more than once prior to final submission. Ensure 100% of personnel are performing the required duties to ensure effective results-based survey reports. Ensure 100% of appropriate procedures are followed. **Threshold** = Average score per survey Observation Record • Satisfactory: 3-3.5 • Very good: 3.6-3.9 • Exceptional: 4	COR to track 100% of surveys scheduled and performed in a given quarter following the survey schedule. The COR shall conduct survey observations at least twice during the performance period. The Program Office's Observation Record includes ratings of contractor's compliance on a 1 to 4 scale in ten distinct areas, as described in the PWS and the Observation Record. COR shall record number of surveyors and document performance along with proper use of survey procedures.	If AQL is not met at a level "Satisfactory" or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negative impact Rating on CPARS.

Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 3: Immediate Jeopardy Notification • The contractor shall notify the Program Office COR within 1 hour by phone and in writing of the identified situation, the rationale as to why it is an IJ, scope and severity level, federal regulation being identified, and when SVH management has or will be notified. **CPARs Categories** Quality, Management	**Task 12: Immediate Jeopardy** (C.4.7.) **Deliverable #8:** Notification of Immediate Jeopardy for Levels J, K, and L findings as described in PWS.	**Numerator** =Total # of IJs where the contractor notified the COR within 1 hour of IJ identification. **Denominator** = Total # of IJs identified by contractor. **Threshold** – % of IJ notification to the COR within 1 hour of identification. • Satisfactory: 80% • Very Good: 85% • Exceptional: 100%	COR to track 100% of IJ notifications and time of notification from contractor.	If AQL is not met at a level "Satisfactory" or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

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Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 3: IJ Final Removal Plan • The contractor shall send an electronic copy of the final accepted removal plan to the COR within 1 business day of the acceptance of the plan. **CPARs Categories** Quality, Management	**Task 12: Immediate Jeopardy** (C.4.7.) **Deliverable #11:** IJ Final Removal Plan	**Numerator** = Total # of IJs where the contractor submitted the IJ removal plan within 1 business day of plan acceptance per each. **Denominator** = Total # of IJs identified by contractor per each **Threshold** – % of IJ removal plans to the COR within 1 business day of plan acceptance. • Satisfactory: 80% • Very Good: 85% • Exceptional: 100%	COR to track 100% of IJ removal plan submissions and time of submission from contractor.	If AQL is not met at a level "Satisfactory" or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

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Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 4: Ad Hoc Reports • The contractor shall submit written reports to the COR as needed for an explanation as to how and why a deficiency was written against a 38 CFR Part 51 regulation or why the Scope and Severity level was selected. • The contractor shall submit written reports to the COR as needed for an Informal Dispute Resolution • Written reports are due back to the COR no later than three business days from date of Task Order. **CPARs Categories** Management	**Task 13: Ad Hoc Reports** (C.5.1.) **Deliverable # 12:** Ad Hoc Reports	**Numerator** = Total # of written reports with an explanation submitted to COR after three business days per each. **Denominator** = Total # of written reports with an explanation submitted to COR per each. **Threshold**: % of numerator/denominator • Satisfactory: 80% • Very good: 90% • Exceptional: 100%	COR to complete 100% review of report content and dates of contractor's submission of written feedback responses.	If AQL is not met at a level "Satisfactory" or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

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Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 4: Survey reports • The contractor shall provide a final written survey report to the Program Office within 10 business days from last day of survey. • Survey reports shall be accurate as defined by the eight criteria outlined in the PWS. • Survey reports shall be free of spelling and grammatical errors. • Survey reports shall follow the final survey report format provided by the Program Office. **CPARs Categories** Quality, Management, Regulatory Compliance	**Task 14: Surveys Reports** (C.5.2.) **Deliverable #13:** Final Nursing Home Survey Reports **Deliverable #14:** Final Domiciliary Survey Reports **Deliverable #15:** Final Adult Day Health Care Survey Reports	**Numerator** = total number of final written survey reports submitted timely that are accurate and without errors and that follow format per each. **Denominator** = total number of completed surveys per each. **Threshold**: % of numerator/denominator • Satisfactory: 85% • Very good: 90% • Exceptional: 95% Weights: • On time delivery: 10% • Accuracy: 70% • Spelling/Grammar: 10% • Format: 10%	COR to review date of submission and content of 50% of survey reports submitted by contractor.	If AQL is not met at a level "Satisfactory" or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

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Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 4: VA Forms • During all surveys, the contractor shall evaluate all required VA forms for accuracy and completeness before the time of survey exit. • During all surveys, the contractor shall complete all applicable life safety checklists per level of care. • For all surveys, the contractor shall provide the VA forms and applicable life safety checklists with the survey reports. **CPARs Categories** Quality, Management, Regulatory Compliance	**Task 14: Survey Reports** (C.5.2.) **Deliverable #13:** Final Nursing Home Survey Reports **Deliverable #14:** Final Domiciliary Survey Reports **Deliverable #15:** Final Adult Day Health Care Reports	**Numerator** = total number of submitted VA Forms and life safety checklists submitted timely that demonstrate contractor's evaluation of accuracy and completeness per each. **Denominator** = total number of submitted VA Forms and life safety checklists per each. **Threshold**: % of numerator/denominator • Satisfactory: 85% • Very good: 90% • Exceptional: 95% Weights: • Evaluate forms: 70% • Applicable checklist: 20% • On time delivery: 10%	COR to review date of submission and content of 50% of VA Forms and life safety checklists submitted by contractor.	If AQL is not met at a level "Satisfactory" or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

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Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 4: Survey Deficiency Summary Reports • The contractor shall provide a final written survey deficiency summary report for each survey 20 business days after the final survey report accepted by the Program Office. • Survey deficiency summary reports shall be free of spelling and grammatical errors. • Survey deficiency summary reports shall follow the template provided by the Program Office. **CPARs Categories** Quality, Management	**Task 15: Survey Deficiency Summary Report** (C.5.3.) **Deliverable #16:** Survey Deficiency Summary Reports	**Numerator** = Total # of Survey Deficiency Summary Reports submitted timely with no errors and following format of each. **Denominator** = Total # of Survey Deficiency Summary Reports submitted of each. **Threshold**: % of numerator/denominator • Satisfactory: 85% • Very good: 90% • Exceptional: 95% Weights: • On time delivery: 50% • Spelling/Grammar: 10% • Format: 40%	CORs to review date of submission and content of 50% of survey deficiency summary reports submitted by contractor.	If AQL is not met at a level "Satisfactory" or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

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Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 4: Simple Reports • The contractor shall submit written reports to the COR as needed which address situations and issues, provide quantitative and qualitative analyses where indicated, and focus on facts and factors in sufficient detail and with information necessary regarding the purpose of the report. • Written reports are due back to the COR no later than seven business days from date of Task Order. **CPARs Categories** Quality, Management	**Task 16: Simple Reports** (C.5.4.) **Deliverable #17:** Simple Reports	**Numerator** = Total # of written reports that address situations and issues and provide analyses where indicated submitted to COR after 7 business days per each. **Denominator** = Total # of written reports submitted to COR per each. **Threshold**: % of numerator/denominator • Satisfactory: 80% • Very good: 90% • Exceptional: 100% Weights: • On time delivery: 50% • Spelling/Grammar: 10% • Format: 40%	COR to complete 100% review of report content and dates of contractor's submission of written reports.	If AQL is not met at a level "Satisfactory" or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

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Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 4: Electronic Feedback Mechanism Report • The contractor shall provide a quarterly report that includes the five required elements outlined in the PWS. • Reports shall be submitted to the COR no later than the 21st business day after the end of the quarter. **CPARs Categories** Quality, Management	**Task 17: Electronic Feedback Mechanism** (C.5.5.) **Deliverable #19:** Quarterly Electronic Feedback Report	**Numerator** = Total # of written reports submitted timely with all five required elements in each quarterly report per each. **Denominator** = Total # required elements in each quarterly report per each. **Threshold**: % of numerator/denominator • Satisfactory: 80% • Very Good: 90% • Exceptional: 100% Weights: • Includes Required Elements: 90% • On Time Delivery: 10%	COR to complete 100% review of report content and dates of contractor's submission of electronic feedback mechanism reports.	If AQL is not met at a level "Satisfactory" or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

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Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 5: Program Work Plan • The contractor shall provide their final Program Work Plan to the COR within 10 business days for the issuance of the first task order (due at the kickoff meeting). • The PWP shall outline how the contractor plans to address the 12 elements identified in the PWS. **CPARs Categories** Quality, Management	**Task 18: Program Work Plan** (C.6.1.) **Deliverable # 20:** Program Work Plan	**Numerator** = Total # required 12 elements included in the PWP. **Denominator** = Total # required elements. **Threshold** = % of numerator/denominator • Satisfactory: 90% • Very good: 95% • Exceptional: 100% Weights • Includes Required Elements: 90% • On Time Delivery: 10%	COR to complete 100% review of content and dates of contractor's submission of PWP.	If AQL is not met at a level "Satisfactory" or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

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Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 5: Communication Plan • The contractor shall submit a communication plan to the COR within 10 business days from the issuance of the first Task Order (due at the kickoff meeting). • The Communication Plan shall outline how the contractor plans to address the information from the two elements identified in the PWS. **CPARs Categories** Quality, Management	**Task 19: Communication Plan** (C.6.2.) **Deliverable #21:** Communication Plan	**Threshold** = inclusion of required elements and business day in which the required information submitted to COR. • Satisfactory: Communication plan received timely with both required elements included. • Very good: Communication plan received one business day early with both required elements included. • Exceptional: Communication plan received two business days early with both required elements included. Weights • Includes Required Elements: 80% • On Time Delivery: 20%	COR to complete 100% review of content and dates of contractor's submission of communi-cation plans and updates.	If AQL is not met at a level "Satisfactory" or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

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Performance Objective	Performance Standard (Task, Deliverable)	Acceptable Quality Level (AQL) for Satisfactory or Higher	Method of Surveillance	Remedies
Activity 5: Contractor Training Plan • Within 10 business days from the issuance of the first Task Order (due at the kickoff meeting) the contractor shall provide evidence to the COR that all contractor surveyors completed the six training requirements identified in the PWS prior to their first SVH survey. • The contractor shall also provide evidence to the COR that any newly hired surveyors completed the six training requirements identified above and in the PWS prior to their first SVH survey. **CPARs Categories** Management, Scheduling	**Task 20: Contractor Training Plan** (C.6.4.) **Deliverable #22:** Contractor Training Plan & Documentation	**Numerator** = Total of surveyors with all six required training elements submitted timely and training of contractor personnel, current and new.. **Denominator** = Total # surveyors current or new. **Threshold** = % of surveyors with required training elements. • Satisfactory: 85% • Very good: 90% • Exceptional: 95% Weights: • On Time Delivery: 60% • Includes Required Elements: 40%	COR to complete 100% review of content and dates of contractor's submission of Contractor Training Plan and training of contractor personnel, current and new.	If AQL is not met at a level "Satisfactory" or above, the Performance Standard is considered unsatisfactory and the following remedies are available to the government: ➢ Notification of contractor by COR of failure to meet AQL. ➢ Any deficient / incomplete deliverable shall be returned for correction and/or to complete requirements. ➢ CO to submit Corrective Action Request (CAR) or cure notice to contractor for rectification; negative results may lead to default. ➢ Negatively impact Rating on CPARS.

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F. SECTION 508 OF THE REHABILITATION ACT & 38 U.S.C. 5705

F.1. 508 of the Rehabilitation Act

The Contractor shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998. In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board), pursuant to Section 508(2)(A) of the Rehabilitation Act Amendments of 1998, established Information Technology accessibility standards for the Federal Government. Section 508(a)(1) requires that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology (EIT), they shall ensure that the EIT allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access and use of information and data by other Federal employees. The Section 508 requirement also applies to members of the public seeking information or services from a Federal department or agency.

Section 508 text is available at:
http://www.opm.gov/HTML/508-textOfLaw.htm
http://www.section508.gov/index.cfm?FuseAction=Content&ID=14

G. VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

G.1. GENERAL

Contractors, contractor personnel, subcontractors and subcontractor personnel will be subject to the same federal laws, regulations, standards, VA directives and handbooks, as VA personnel regarding information and information system security and privacy.

G.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 and subcontractors only to the extent necessary to perform the services specified in the solicitation or contract. This includes indirect entities, both affiliate of contractor/subcontractor and agent of contractor/subcontractor. Surveyors may not access the VA computer system/network, nor connect their equipment to the VA network. Surveyors may review electronic medical records from the VA system only by observing a VA staff person who navigates the electronic medical record at the surveyor's request.

b. Contractors and subcontractors shall sign the VA Information Security Rule of Behavior (ROB) before access is provided to VA information and information systems (see Section 4, Training, below). The ROB contains the minimum user compliance requirements and does not supersede any policies of VA facilities or other agency components which provide higher levels of protection to VA's information or information systems. Users who require privileged access shall complete the VA elevated privilege access request processes before privileged access is granted.

c. All contractors and subcontractors working with VA information are subject to the same security investigative and clearance 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 shall be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office of Human Resources and Administration / Operations, Security and Preparedness (HRA/OSP) is responsible for these

policies and procedures. Contract personnel who require access to classified information or information systems shall have an appropriate security clearance. Verification of a Security Clearance shall be processed through the Special Security Officer located in HRA/OSP. Contractors shall conform to all requirements stated in the National Industrial Security Program Operating Manual (NISPOM).

d. All contractors and subcontractors shall comply with conditions specified in VAAR 852.204-71(d); Contractor operations required to be in United States. All contractors and subcontractors working with VA information must be permanently located within a jurisdiction subject to the law of the United States or its Territories to the maximum extent feasible. If services are proposed to be performed abroad the contractor must state where all non-U.S. services are provided. The contractor shall deliver to VA a detailed plan specifically addressing communications, personnel control, data protection and potential legal issues. The plan shall be approved by the COR/CO in writing prior to access being granted.

e. The contractor shall notify the COR/CO in writing immediately (no later than 24 hours) after personnel separation or occurrence of other causes. Causes may include the following:

(1) Contractor/subcontractor personnel no longer has a need for access to VA information or VA information systems.

(2) Contractor/subcontractor personnel are terminated, suspended, or otherwise has their work on a VA project discontinued for any reason.

(3) Contractor believes their own personnel or subcontractor personnel may pose a threat to their company's working environment or to any company-owned property. This includes contractor-owned assets, buildings, confidential data, customers, employees, networks, systems, trade secrets and/or VA data.

(4) Any previously undisclosed changes to contractor/subcontractor background history are brought to light, including but not limited to changes to background investigation or employee record.

(5) Contractor/subcontractor personnel have their authorization to work in the United States revoked.

(6) Agreement by which contractor provides products and services to VA has either been fulfilled or terminated, such that VA can cut off electronic and/or physical access for contractor personnel.

f. In such cases of contract fulfillment, termination, or other causes; the contractor shall take the necessary measures to immediately revoke access to VA network, property, information, and information systems (logical and physical) by contractor/subcontractor personnel. These measures include (but are not limited to): removing and then securing Personal Identity Verification (PIV) badges and PIV – Interoperable (PIV-I) access badges, VA-issued photo badges, credentials for VA facilities and devices, VA-issued laptops, and authentication tokens. Contractors shall notify the appropriate VA COR/CO immediately to initiate access removal.

g. Contractors/subcontractors who no longer require VA accesses will return VA-issued property to VA. This property includes (but is not limited to): documents, electronic equipment, keys, and parking passes. PIV and PIV-I access badges shall be returned to the nearest VA PIV Badge Issuance Office. Once they have had access to VA information, information systems, networks and VA property in their possessions removed, contractors shall notify the appropriate VA COR/CO.

G.3. VA INFORMATION CUSTODIAL LANGUAGE

a. The Government shall receive unlimited rights to data/intellectual property first produced and delivered in the performance of this contract or order (hereinafter "contract") unless expressly stated otherwise in this contract. This includes all rights to source code and all documentation created in support thereof. The primary clause used to define Government and Contractor data rights is FAR 52.227-14 Rights in Data – General.

b. Information made available to the contractor by VA for the performance or administration of this contract will be used only for the purposes specified in the service agreement, SOW, PWS, PD, and/or contract. The contractor shall not use VA information in any other manner without prior written approval from a VA Contracting Officer (CO). The primary clause used to define Government and Contractor data rights is FAR 52.227-14 Rights in Data – General.

c. VA information will not be co-mingled with any other data on the contractor's information systems or media storage systems. The contractor shall ensure compliance with Federal and VA requirements related to data protection, data encryption, physical data segregation, logical data segregation, classification requirements and media sanitization.

d. VA reserves the right to conduct scheduled or unscheduled audits, assessments, or investigations of contractor Information Technology (IT) resources to ensure information security is compliant with Federal and VA requirements. The contractor shall provide all necessary access to records (including electronic and documentary materials related to the contracts and subcontracts) and support (including access to contractor and subcontractor staff associated with the contract) to VA, VA's Office Inspector General (OIG), and/or Government Accountability Office (GAO) staff during periodic control assessments, audits, or investigations.

e. The contractor may only use VA information within the terms of the contract and applicable Federal law, regulations, and VA policies. If new Federal information security laws, regulations or VA policies become applicable after execution of the contract, the parties agree to negotiate contract modification and adjustment necessary to implement the new laws, regulations, and/or policies.

f. The contractor shall not make copies of VA information except as specifically authorized and necessary to perform the terms of the contract. If copies are made for restoration purposes, after the restoration is complete, the copies shall be destroyed in accordance with VA Directive 6500, VA Cybersecurity Program and VA Information Security Knowledge Service

g. If a Veterans Health Administration (VHA) contract is terminated for default or cause with a business associate, the related local Business Associate Agreement (BAA) shall also be terminated and actions taken in accordance with VHA Directive 1605.05, Business Associate Agreements (see Document AA). If there

is an executed national BAA associated with the contract, VA will determine what actions are appropriate and notify the contractor.

h. The contractor shall store and transmit VA sensitive information in an encrypted form, using VA-approved encryption tools which are, at a minimum, Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules (or its successor) validated and in conformance with VA Information Security Knowledge Service requirements. The contractor shall transmit VA sensitive information using VA approved Transport Layer Security (TLS) configured with FIPS based cipher suites in conformance with National Institute of Standards and Technology (NIST) 800-52, Guidelines for the Selection, Configuration and Use of Transport Layer Security (TLS) Implementations.

i. The contractor's firewall and web services security controls, as applicable, shall meet or exceed VA's minimum requirements.

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor may use and disclose VA information only in two situations:

   (i) In response to a qualifying order of a court of competent jurisdiction after notification to VA CO and
   (ii) With written approval from the VA CO. The contractor shall refer all requests for, demands for production of or inquiries about, VA information and information systems to the VA CO for response.

k. Notwithstanding the provision above, the contractor 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 medical records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse or infection with Human Immunodeficiency Virus (HIV). If the contractor is in receipt of a court order or other requests for the above-mentioned information, the contractor shall immediately refer such court order or other requests to the VA CO for response.

l. Information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract will be protected and secured in accordance with VA Directive 6500 and Identity and Access Management (IAM) Security processes specified in the VA Information Security Knowledge Service.

m. Any data destruction done on behalf of VA by a contractor shall be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management, VA Handbook 6300.1, Records Management Procedures, and applicable VA Records Control Schedules.

n. The contractor shall provide its plan for destruction of all VA data in its possession according to VA Directive 6500 and NIST 800-88, Guidelines for Media Sanitization prior to termination or completion of this contract. If directed by the COR/CO, the contractor shall return all Federal Records to VA for disposition.

o. Any media, such as paper, magnetic tape, magnetic disks, solid state devices or optical discs that is used to store, process, or access VA information that cannot be destroyed shall be returned to VA. The contractor shall hold the appropriate

material until otherwise directed by the Contracting Officer's Representative (COR) or CO. Items shall be returned securely via VA-approved methods. VA sensitive information must be transmitted utilizing VA-approved encryption tools which are validated under FIPS 140-2 (or its successor) and NIST 800-52. If mailed, the contractor shall send via a trackable method (USPS, UPS, FedEx, etc.) and immediately provide the COR/CO with the tracking information. Self-certification by the contractor that the data destruction requirements above have been met shall be sent to the COR/CO within 30 business days of termination of the contract.

p. All electronic storage media (hard drives, optical disks, CDs, back-up tapes, etc.) used to store, process or access VA information will not be returned to the contractor at the end of lease, loan, or trade-in. Exceptions to this paragraph will only be granted with the written approval of the VA CO.

G.4. TRAINING

a. All contractors and subcontractors requiring access to VA information and VA information systems shall successfully complete the following before being granted access to VA information and its systems:

(1) VA Privacy and Information Security Awareness and Rules of Behavior course (Talent Management System (TMS) #10176) initially and annually thereafter.

(2) Sign and acknowledge (electronically through TMS #10176) understanding of and responsibilities for compliance with the Organizational Rules of Behavior, relating to access to VA information and information systems initially and annually thereafter; and

(3) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system or information access [to be defined by the VA program official and provided to the VA CO for inclusion in the solicitation document – i.e., any role-based information security training].

b. The contractor shall provide to the COR/CO a copy of the training certificates and certification of signing the Organizational Rules of Behavior for each applicable employee within five days of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training 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 required training is complete.

G.5. SECURITY INCIDENT INVESTIGATION

a. The contractor, subcontractor, their employees, or business associates shall immediately (within one hour) report suspected security / privacy incidents to the VA OIT's Enterprise Service Desk (ESD) by calling (855) 673-4357 (TTY: 711). The ESD is OIT's 24/7/365 single point of contact for IT-related issues. After reporting to the ESD, the contractor, subcontractor, their employees, or business associates shall, within one hour, provide the COR/CO the incident number received from the ESD.

b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved and the circumstances surrounding the incident, including the following:

(1) The date and time (or approximation of) the Security Incident occurred.

(2) The names of individuals involved (when applicable).

(3) The physical and logical (if applicable) location of the incident.

(4) Why the Security Incident took place (i.e., catalyst for the failure).

(5) The amount of data belonging to VA believed to have been compromised.

(6) The remediation measures the contractor is taking to ensure no future incidents of a similar nature.

c. After the contractor has provided the initial detailed incident summary to VA, they will continue to provide written updates on any new and relevant circumstances or facts they discover. The contractor, subcontractor, and their employes shall fully cooperate with VA or third-party entity performing an independent risk analysis on behalf of VA. Failure to cooperate may be deemed a material breach and grounds for contract termination.

d. VA IT contractors shall follow VA Handbook 6500, Risk Management Framework for VA Information Systems, VA Information Security Program, and VA Information Security Knowledge Service guidance for implementing an Incident Response Plan or integrating with an existing VA implementation.

e. 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 the VA Office of 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.

f. The contractor shall comply with VA Handbook 6500.2, *Management of Breaches Involving Sensitive Personal Information*, which establishes the breach management policies and assigns responsibilities for the oversight, management and reporting procedures associated with managing of breaches.

g. With respect to unsecured Protected Health Information (PHI), the contractor is deemed to have discovered a data breach when the contractor knew or should have known of breach of such information. When a business associate is part of VHA contract, notification to the covered entity (VHA) shall be made in accordance with the executed BAA.

h. If the contractor or any of its agents fails to protect VA sensitive personal information or otherwise engages in conduct which results in a data breach involving any VA sensitive personal information the contractor/subcontractor processes or maintains under the contract; the contractor shall pay liquidated damages to the VA as set forth in clause 852.211-76, Liquidated Damages—Reimbursement for Data Breach Costs.

G.6. VIRUSES, FIRMWARE AND MALWARE.

a. The contractor shall execute due diligence to ensure all provided software and patches, including third-party patches, are free of viruses and/or malware before releasing them to or installing them on VA information systems.

b. The contractor warrants it has no knowledge of and did not insert, any malicious virus and/or malware code into any software or patches provided to VA which could potentially harm or disrupt VA information systems. The contractor shall use due diligence, if supplying third-party software or patches, to ensure the third-party has not inserted any malicious code and/or virus which could damage or disrupt VA information systems.

c. The contractor shall provide or arrange for the provision of technical justification as to why any “false positive” hit has taken place to ensure their code’s supply chain has not been compromised. Justification may be required, but is not limited to, when install files, scripts, firmware, or other contractor-delivered software solutions (including third-party install files, scripts, firmware, or other software) are flagged as malicious, infected, or suspicious by an anti-virus vendor.

d. The contractor shall not upload (intentionally or negligently) any virus, worm, malware or any harmful or malicious content, component and/or corrupted data/source code (hereinafter “virus or other malware”) onto VA computer and information systems and/or networks. If introduced (and this clause is violated), upon written request from the VA CO, the contractor shall:

(1) Take all necessary action to correct the incident, to include any and all assistance to VA to eliminate the virus or other malware throughout VA’s information networks, computer systems and information systems; and

(2) Use commercially reasonable efforts to restore operational efficiency and remediate damages due to data loss or data integrity damage, if the virus or other malware causes a loss of operational efficiency, data loss, or damage to data integrity.

G.7. DATA CENTER PROVISIONS

a. The contractor shall ensure the VA network is accessed by in accordance with VA Directive 6500 and IAM security processes specified in the VA Information Security Knowledge Service.

b. The contractor shall ensure network infrastructure and data availability in accordance with VA information system business continuity procedures specified in the VA Information Security Knowledge Service.

c. The contractor shall ensure any connections to the internet or other external networks for information systems occur through managed interfaces utilizing VA approved boundary protection devices (e.g., internet proxies, gateways, routers, firewalls, guards or encrypted tunnels).

d. The contractor shall encrypt all traffic across the segment of the Wide Area Network (WAN) it manages and no unencrypted Out of Band (OOB) Internet Protocol (IP) traffic will traverse the network.

e. The contractor shall ensure tunnel endpoints are routable addresses at each VA operating site.

g. The contractor shall secure access from Local Area Networks (LANs) at co-located sites in accordance with VA TIC Reference Architecture, VA Directive and Handbook 6513, and MOU/ISA process specified in the VA Information Security Knowledge Service.

H. RECORDS MANAGEMENT

H.1 Regulations

Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.

a. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

b. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.

c. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

d. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.

H.2 Rights

The Government Agency owns the rights to all data/records produced as part of this contract.

a. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

b. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].

c. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage, or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

d. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-

contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

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B.5 PRICE/COST SCHEDULE
ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
0001	**Annual Onsite Surveys** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1. thru C.4.3., C.4.7.; and C.5. Activity 4: Reports, Sections C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Base Period PoP Begin: PoP End:	1	EA	$_____
0002	**For Cause Onsite Survey** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1. thru C.4.3., C.4.6., C.4.7.; and C.5. Activity 4: Reports, Sections C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Base Period PoP Begin: PoP End:	1	EA	$_____
0003	**Initial Recognition Onsite Survey** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1. thru C.4.4., C.4.7.; and C.5. Activity 4: Reports, Sections C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Base Period PoP Begin: PoP End:	1	EA	$_____

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ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
0004	**Focused Recognition Onsite Survey** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1.thru C.4.3., C.4.5., C.4.7.; and C.5. Activity 4: Reports, Section C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Base Period PoP Begin: PoP End:	1	EA	$_____
0005	**Kick off Meeting** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in B.1. Quality Assurance: B.1.1. thru B.1.3.; C.2. Activity 1: Meetings, Section C.2.1. and C.3. of the PWS. Contract Period: Base Period PoP Begin: PoP End:	1	EA	$_____
0006	**Monthly Meeting** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.2. Activity 1: Meetings, Section C.2.2. of the PWS. Contract Period: Base Period PoP Begin: PoP End:	1	EA	$_____
0007	**Quarterly Meeting** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.2. Activity 1: Meetings, Section C.2.3. of the PWS. Contract Period: Base Period PoP Begin: PoP End:	1	EA	$_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
0008	**Electronic Feedback Reports** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.5. of the PWS. Contract Period: Base Period PoP Begin: PoP End:	1	EA	$_____
0009	**Survey Deficiency Summary Reports** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.3. of the PWS. Contract Period: Base Period PoP Begin: PoP End:	1	EA	$_____
0010	**Ad Hoc Reports** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.1. of the PWS. Contract Period: Base Period PoP Begin: PoP End:	1	EA	$_____
0011	**Annual Survey Schedules** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.3. Activity 2: Survey Schedules, Section C.3.1. of the PWS. Contract Period: Base Period PoP Begin: PoP End:	1	EA	$_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
0012	**Quarterly Survey Schedules** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.3. Activity 2: and Survey Schedules, Sections C.3.2. and C.3.3. of the PWS. Contract Period: Base Period PoP Begin: PoP End:	1	EA	$_____
0013	**Simple Report** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.4. of the PWS. Contract Period: Base Period PoP Begin: PoP End:	1	EA	$_____
0014	**Survey Script** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.2. of the PWS. Contract Period: Base Period PoP Begin: PoP End:	1	EA	$_____
0015	**Program Work Plan** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.6. Activity 5: Plans, Section C.6.1. of the PWS. Contract Period: Base Period PoP Begin: PoP End:	1	EA	$_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
0016	**Communication Plan** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.6. Activity 5: Plans, Section C.6.2. of the PWS Contract Period: Base Period PoP Begin: PoP End:	1	EA	**$**_____
0017	**Contractor Personnel Training Plan** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.6. Activity 5: Plans, Section C.6.3. of the PWS. Contract Period: Base Period PoP Begin: PoP End:	1	EA	**$**_____
0018	**Electronic Feedback Mechanism** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.5. of PWS. Contract Period: Base Period PoP Begin: PoP End:	1	EA	**$**_____

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ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
1001	**Annual Onsite Surveys** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1. thru C.4.3., C.4.7.; and C.5. Activity 4: Reports, Sections C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Option Period One PoP Begin: PoP End:	1	EA	$_____
1002	**For Cause Onsite Survey** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1. thru C.4.3., C.4.6., C.4.7.; and C.5. Activity 4: Reports, Sections C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Option Period One PoP Begin: PoP End:	1	EA	$_____
1003	**Initial Recognition Onsite Survey** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1. thru C.4.4., C.4.7.; and C.5. Activity 4: Reports, Sections C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Option Period One PoP Begin: PoP End:	1	EA	$_____

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ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
1004	**Focused Recognition Onsite Survey** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1.thru C.4.3., C.4.5., C.4.7.; and C.5. Activity 4: Reports, Section C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Option Period One PoP Begin: PoP End:	1	EA	$_____
1005	**Kick off Meeting** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in B.1. Quality Assurance: B.1.1. thru B.1.3.; C.2. Activity 1: Meetings, Section C.2.1. and C.3. of the PWS. Contract Period: Option Period One PoP Begin: PoP End:	1	EA	$_____
1006	**Monthly Meeting** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.2. Activity 1: Meetings, Section C.2.2. of the PWS. Contract Period: Option Period One PoP Begin: PoP End:	1	EA	$_____
1007	**Quarterly Meeting** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.2. Activity 1: Meetings, Section C.2.3. of the PWS. Contract Period: Option Period One PoP Begin: PoP End:	1	EA	$_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
1008	**Electronic Feedback Reports** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.5. of the PWS. Contract Period: Option Period One PoP Begin: PoP End:	1	EA	$_____
1009	**Survey Deficiency Summary Reports** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.3. of the PWS. Contract Period: Option Period One PoP Begin: PoP End:	1	EA	$_____
1010	**Ad Hoc Reports** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.1. of the PWS. Contract Period: Option Period One PoP Begin: PoP End:	1	EA	$_____
1011	**Annual Survey Schedules** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.3. Activity 2: Survey Schedules, Section C.3.1. of the PWS. Contract Period: Option Period One PoP Begin: PoP End:			

ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
1012	**Quarterly Survey Schedules** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.3. Activity 2: and Survey Schedules, Sections C.3.2. and C.3.3. of the PWS. Contract Period: Option Period One PoP Begin: PoP End:	1	EA	$_____
1013	**Simple Report** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.4. of the PWS. Contract Period: Option Period One PoP Begin: PoP End:	1	EA	$_____

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ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
2001	**Annual Onsite Surveys** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1. thru C.4.3., C.4.7.; and C.5. Activity 4: Reports, Sections C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Option Period Two PoP Begin: PoP End:	1	EA	$_____
2002	**For Cause Onsite Survey** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1. thru C.4.3., C.4.6., C.4.7.; and C.5. Activity 4: Reports, Sections C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Option Period Two PoP Begin: PoP End:	1	EA	$_____
2003	**Initial Recognition Onsite Survey** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1. thru C.4.4., C.4.7.; and C.5. Activity 4: Reports, Sections C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Option Period Two PoP Begin: PoP End:	1	EA	$_____

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ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
2004	**Focused Recognition Onsite Survey** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1.thru C.4.3., C.4.5., C.4.7.; and C.5. Activity 4: Reports, Section C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Option Period Two PoP Begin: PoP End:	1	EA	$_____
2005	**Kick off Meeting** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in B.1. Quality Assurance: B.1.1. thru B.1.3.; C.2. Activity 1: Meetings, Section C.2.1. and C.3. of the PWS. Contract Period: Option Period Two PoP Begin: PoP End:	1	EA	$_____
2006	**Monthly Meeting** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.2. Activity 1: Meetings, Section C.2.2. of the PWS. Contract Period: Option Period Two PoP Begin: PoP End:	1	EA	$_____
2007	**Quarterly Meeting** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.2. Activity 1: Meetings, Section C.2.3. of the PWS. Contract Period: Option Period Two PoP Begin: PoP End:	1	EA	$_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
2008	**Electronic Feedback Reports** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.5. of the PWS. Contract Period: Option Period Two PoP Begin: PoP End:	1	EA	$_____
2009	**Survey Deficiency Summary Reports** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.3. of the PWS. Contract Period: Option Period Two PoP Begin: PoP End:	1	EA	$_____
2010	**Ad Hoc Reports** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.1. of the PWS. Contract Period: Option Period Two PoP Begin: PoP End:	1	EA	$_____
2011	**Annual Survey Schedules** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.3. Activity 2: Survey Schedules, Section C.3.1. of the PWS. Contract Period: Option Period Two PoP Begin: PoP End:			

ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
2012	**Quarterly Survey Schedules** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.3. Activity 2: and Survey Schedules, Sections C.3.2. and C.3.3. of the PWS. Contract Period: Option Period Two PoP Begin: PoP End:	1	EA	**$**_____
1013	**Simple Report** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.4. of the PWS. Contract Period: Option Period Two PoP Begin: PoP End:	1	EA	**$**_____

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ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
3001	**Annual Onsite Surveys** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1. thru C.4.3., C.4.7.; and C.5. Activity 4: Reports, Sections C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Option Period Three PoP Begin: PoP End:	1	EA	$_____
3002	**For Cause Onsite Survey** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1. thru C.4.3., C.4.6., C.4.7.; and C.5. Activity 4: Reports, Sections C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Option Period Three PoP Begin: PoP End:	1	EA	$_____
3003	**Initial Recognition Onsite Survey** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1. thru C.4.4., C.4.7.; and C.5. Activity 4: Reports, Sections C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Option Period Three PoP Begin: PoP End:	1	EA	$_____

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ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
3004	**Focused Recognition Onsite Survey** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1.thru C.4.3., C.4.5., C.4.7.; and C.5. Activity 4: Reports, Section C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Option Period Three PoP Begin: PoP End:	1	EA	$_____
3005	**Kick off Meeting** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in B.1. Quality Assurance: B.1.1. thru B.1.3.; C.2. Activity 1: Meetings, Section C.2.1. and C.3. of the PWS. Contract Period: Option Period Three PoP Begin: PoP End:	1	EA	$_____
3006	**Monthly Meeting** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.2. Activity 1: Meetings, Section C.2.2. of the PWS. Contract Period: Option Period Three PoP Begin: PoP End:	1	EA	$_____
3007	**Quarterly Meeting** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.2. Activity 1: Meetings, Section C.2.3. of the PWS. Contract Period: Option Period Three PoP Begin: PoP End:	1	EA	$_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
3008	**Electronic Feedback Reports** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.5. of the PWS. Contract Period: Option Period Three PoP Begin: PoP End:	1	EA	$_____
3009	**Survey Deficiency Summary Reports** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.3. of the PWS. Contract Period: Option Period Three PoP Begin: PoP End:	1	EA	$_____
3010	**Ad Hoc Reports** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.1. of the PWS. Contract Period: Option Period Three PoP Begin: PoP End:	1	EA	$_____
3011	**Annual Survey Schedules** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.3. Activity 2: Survey Schedules, Section C.3.1. of the PWS. Contract Period: Option Period Three PoP Begin: PoP End:	1	EA	$_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
3012	**Quarterly Survey Schedules** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.3. Activity 2: and Survey Schedules, Sections C.3.2. and C.3.3. of the PWS. Contract Period: Option Period Three PoP Begin: PoP End:	1	EA	$_____
3013	**Simple Report** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.4. of the PWS. Contract Period: Option Period Three PoP Begin: PoP End:	1	EA	$_____

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ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
4001	**Annual Onsite Surveys** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1. thru C.4.3., C.4.7.; and C.5. Activity 4: Reports, Sections C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Option Period Four PoP Begin: PoP End:	1	EA	$_____
4002	**For Cause Onsite Survey** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1. thru C.4.3., C.4.6., C.4.7.; and C.5. Activity 4: Reports, Sections C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Option Period Four PoP Begin: PoP End:	1	EA	$_____
4003	**Initial Recognition Onsite Survey** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1. thru C.4.4., C.4.7.; and C.5. Activity 4: Reports, Sections C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Option Period Four PoP Begin: PoP End:	1	EA	$_____

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ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
4004	**Focused Recognition Onsite Survey** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.4. Activity 3: Surveys, Section C.4.1.thru C.4.3., C.4.5., C.4.7.; and C.5. Activity 4: Reports, Section C.5.2., C.5.3. and C.5.5. of the PWS. Contract Period: Option Period Four PoP Begin: PoP End:	1	EA	$_____
4005	**Kick off Meeting** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in B.1. Quality Assurance: B.1.1. thru B.1.3.; C.2. Activity 1: Meetings, Section C.2.1. and C.3. of the PWS. Contract Period: Option Period Four PoP Begin: PoP End:	1	EA	$_____
4006	**Monthly Meeting** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.2. Activity 1: Meetings, Section C.2.2. of the PWS. Contract Period: Option Period Four PoP Begin: PoP End:	1	EA	$_____
4007	**Quarterly Meeting** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.2. Activity 1: Meetings, Section C.2.3. of the PWS. Contract Period: Option Period Four PoP Begin: PoP End:	1	EA	$_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
4008	**Electronic Feedback Reports** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.5. of the PWS. Contract Period: Option Period Four PoP Begin: PoP End:	1	EA	$_____
4009	**Survey Deficiency Summary Reports** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.3. of the PWS. Contract Period: Option Period Four PoP Begin: PoP End:	1	EA	$_____
4010	**Ad Hoc Reports** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.1. of the PWS. Contract Period: Option Period Four PoP Begin: PoP End:	1	EA	$_____
4011	**Annual Survey Schedules** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.3. Activity 2: Survey Schedules, Section C.3.1. of the PWS. Contract Period: Option Period Four PoP Begin: PoP End:	1	EA	$_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE
4012	**Quarterly Survey Schedules** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.3. Activity 2: and Survey Schedules, Sections C.3.2. and C.3.3. of the PWS. Contract Period: Option Period Four PoP Begin: PoP End:	1	EA	**$**_____
4013	**Simple Report** Contractor shall perform the Activities and Tasks in accordance with the terms and conditions of this contract and ordered in Task Order(s) as set forth in C.5. Activity 4: Reports, Section C.5.4. of the PWS. Contract Period: Option Period Four PoP Begin: PoP End:	1	EA	**$**_____

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SECTION C - CONTRACT CLAUSES

C.1 52.212-4 TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION DATE)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

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

(i) Payment—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

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

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

(4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

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

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

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

(5) Interest.

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

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

(iii) Final decisions. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;
(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) Unauthorized obligations.

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

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

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

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

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

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

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

(End of clause)

C.2 ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

FAR/VAAR NUMBER	TITLE	DATE
52.203-3	GRATUITIES	APR 1984
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	NO DATE
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	MAR 2026

(End of Addendum to 52.212-4)

C.3 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 365 days thereafter.

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

(c) A delivery order or task order is considered "issued" when—
- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either—
  - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
  - (ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $550.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—
(1) Any order for a single item in excess of **50** EA;
(2) Any order for a combination of items in excess of **200** EA; or
(3) A series of orders from the same ordering office within **90** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.5 52.216-22 INDEFINITE QUANTITY (DEVIATION DATE)

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

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

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

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

deliveries under this contract after TBD at time of award. (This date is dependent upon the unilateral right of the Government to issue the option to extend services under FAR 52.217-8).

(End of Clause)

C.6 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.7 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 five (5) years.

(End of Clause)

C.8 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):

https://www.acquisition.gov/browse/index/far
https://www.va.gov/oal/library/vaar/

FAR/VAAR NUMBER	TITLE	DATE
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-19	INCORPORATION BY REFERNCE OF REPRESNTATIONS AND CERTIFICATIONS	DEC 2014
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS	DEVIATION DATE

FAR/VAAR NUMBER	TITLE	DATE
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.227-1	AUTHORIZATION AND CONSENT	JUN 2020
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-15	PROGRESS PAYMENTS NOT INCLUDED	APR 1984
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP WORK ORDER	AUG 1989
52.246-4	INSPECTION OF SERVICES-FIXED-PRICE	AUG 1996
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS	JAN 2023 (DEVIATION)

(End of Clause)

C.9 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

C.10 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at http://www.va.gov/oig/contacts/hotline.asp and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

(End of Clause)

C.11 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (MARCH 2026)

(a) Definitions. As used in this clause –

VA Information system is the same as information system and means, pursuant to 38 U.S.C. 5727, a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information whether automated or manual.

VA sensitive information means all VA data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information and

includes sensitive personal information. The term includes information where improper use or disclosure could adversely affect the ability of VA to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney-client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of Federal programs.

(b) *General.* Contractor personnel assigned to work for or on behalf of VA must undergo a background investigation commensurate with the risk and sensitivity level designation associated with the work to be performed at the level indicated in the contract. The Contractor and subcontractors shall comply with VA Directive/Handbook 0710, Personnel Security and Suitability Program, which can be accessed at: https://vaww.va.gov/vapubs/index.cfm

(c) *Risk and Sensitivity Levels*. The following table identifies the risk and sensitivity levels that apply to any personnel providing services under this contract. *VA Administrations, organizations and staff offices will use the OPM Position Designation Tool.

Positions/Tasks Designated as Non-Sensitive Positions - Tier 2/Mod Risk
All positions fulfilling a task are Tier 2/Mod Risk

Security clearances are granted to individuals with a specific requirement for access to classified material (for example, Confidential, Secret and Top Secret). Contractor personnel that are required to obtain a security clearance will be subject to a Tier 3 or Tier 5 investigation. The following sensitivity designations have been assigned for the identified Tier 3 and Tier 5 required by this contract:

Tier 3: *Not Applicable*

Tier 5: *Not Applicable*

(d) *Fitness*. The results from a background investigation are used to determine if an individual's fitness is sufficient for that individual to perform work for or on behalf of VA in the position identified in this contract. Contractor fitness determinations are made in accordance with 5 CFR Part 731.202.

Fitness requirements for employment are separate and distinct from job qualifications. If a Contractor or subcontractor employee is found to be unsuitable or unfit to provide services under this contract, the Contractor shall immediately remove the employee from working on this contract and take those necessary steps that restrict the employee's logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information.

The Contractor shall advise the employee that they are not permitted to access any VA controlled building or real property in relation to this contract. The removal of an unfit Contractor or subcontractor employee does not alleviate the Contractor from satisfying the requirements of this contract. The Government will not reimburse the Contractor for any costs associated with the recruitment/replacement of an employee or subcontractor employee who is found to be unfit.

(e) *Identification Cards*. The Government will provide a Personal Identification Verification (PIV) card or other identification card, as necessary, to fit Contractor personnel who require physical access to VA facilities and/or logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information. Contractor and subcontractor personnel shall prominently display their PIV/identification card on their persons while working at a VA facility and shall present their PIV/identification card for inspection upon request by a VA official. The Contractor must surrender the employee or subcontractor employee's PIV/identification card in accordance with the requirements set forth in Directive/Handbook 0735 when any of the following events occur:

1. When no longer needed for contract performance.
2. Upon completion of the Contractor/subcontractor employee's employment.
3. Upon contract completion or termination.

(f) *Lost/stolen.* Immediately upon detection, the Contractor shall report a lost or stolen PIV/identification card to the Government authorities as identified in Directive/Handbook 0735. Within 48 hours of reporting the lost/stolen PIV/identification card, the Contractor shall submit to the Program Manager an incident report that describes the relevant facts and circumstances regarding the loss/theft. If the loss/theft was reported by the Contractor to the local police, the Contractor shall further submit a copy of the final police report to the Program Manager within 48 hours of the report being made available by the local police department. The Government will not reimburse the Contractor for any costs that result from lost/stolen PIV/identification card(s).

(g) *Regular Reporting.* The Contractor shall submit a status report to PIV Sponsor within 5 working days after the end of each calendar quarter and as requested by the Government in order to initiate contract closeout procedures. The report must provide the status of each contractor/subcontractor employee who is required to have a PIV/identification card during the performance of the contract. The report shall identify the Contractor and the contract number, and list the following status for each contractor/subcontractor employee who holds a PIV/identification card under this contract:

1. Contractor/subcontractor employee name.
2. Name of VA facility where Contractor/subcontractor employee works, if applicable.
3. Date background check submitted for Contractor/subcontractor employee.
4. Date PIV/identification card issued to Contractor/subcontractor employee.
5. Contractor/subcontractor employee's PIV/identification card number, as applicable.
6. Date Contractor/subcontractor employee no longer has need for PIV/identification card.
7. Date Contractor notified VA that PIV/identification card is no longer required.
8. Date Contractor returned PIV/identification card was returned to VA.

(h) *Flow down of clause.* The Contractor shall include the substance of this clause in subcontracts, third-party agreements, and BAA's, in which subcontractors, third-party servicers/employees, and business associates will perform functions where they will have physical access to a VA facility or logical access to VA data, information, VA sensitive information, or information technology or VA information system containing such data or information.

(End of clause)

C.12 VAAR 852.211-76 LIQUIDATED DAMAGES – REIMBURSEMENT FOR DATA BREACH COSTS (FEB 2023) ALTERNATE I (FEB 2023)

(a) *Definition*. As used in this clause, ‘‘contract’’ means any contract, agreement, order or other instrument and encompasses the definition set forth in FAR 2.101.

(b) *Non-disclosure requirements*. As a condition of performance under a contract, order, agreement, or other instrument that requires access to sensitive personal information as defined in VAAR 802.101, the following is expressly required—

(1) The Contractor, subcontractor, their employees or business associates shall not, directly or through an affiliate or employee of the Contractor, subcontractor, or business associate, disclose sensitive personal information to any other person unless the disclosure is lawful and is expressly permitted under the contract; and

(2) The Contractor, subcontractor, their employees or business associates shall immediately notify the Contracting Officer and the Contracting Officer’s Representative (COR) of any security incident that occurs involving sensitive personal information.

(c) *Liquidated damages*. If the Contractor or any of its agents fails to protect VA sensitive personal information or otherwise engages in conduct which results in a data breach, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of $37.50 per affected individual in order to cover costs related to the notification, data breach analysis and credit monitoring. In the event the Contractor provides payment of actual damages in an amount determined to be adequate by the Contracting Officer, the Contracting Officer may forgo collection of liquidated damages.

(d) *Purpose of liquidated damages*. Based on the results from VA’s determination that there was a data breach caused by Contractor’s or any of its agents’ failure to protect or otherwise engaging in conduct to cause a data breach of VA sensitive personal information, and as directed by the Contracting Officer, 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 the following:

(1) Notification related costs.
(2) Credit monitoring reports.
(3) Data breach analysis and impact.
(4) Fraud alerts.
(5) Identity theft insurance.

(e) *Relationship to termination clause, if applicable*. If the Government terminates this contract in whole or in part under the Termination for cause paragraph, FAR 52.212–4(m), Contract Terms and Conditions—Commercial Products and Commercial Services, the Contractor is liable for damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These damages are in addition to costs of repurchase as may be required under the Termination clause.

(End of Clause)

C.13 VAAR 852.222-71, COMPLIANCE WITH EXECUTIVE ORDER 13899. (DEVIATION) (APR 2025)

(a) The contractor shall comply with Executive Order 13899, Combating Anti-Semitism, pursuant to Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d et seq.

(b) The contractor shall timely disclose, in writing, to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation under Executive Order 13899, Combatting Anti-Semitism pursuant to the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d et seq.

(c) The contractor shall include the terms and conditions of this clause in every subcontract or purchase order so that these terms will be binding on every subcontractor or vendor.

(End of clause)

C.14 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency* office means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(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; and

(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 at the current website address provided in the contract.

(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).

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

(e) *Exceptions*. If, based on one of the circumstances in this paragraph (e), 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.15 VAAR 852.237-75 KEY PERSONNEL (OCT 2019)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract. If the employee of the Contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

C.16 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(End of Clause)

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SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENTS

A. SVH Master Survey Schedule Listing
B. Corrective Action Request Procedure and Form
C. Observation Record
D. Table of Survey Component Guide
E. VA Form 10-0143
F. VA Form 10-0143A
G. VA Form 10-0144
H. VA Form 10-0144A
I. VA Form 10-3567 Staffing Profile
J. VA Form 10-3567 Staffing Profile Reference
K. VA NFPA Interpretation for the SVH Program
L. SVH NH Life Safety Checklist
M. SVH NH_DOM Combine Life Safety Checklist
N. SVH NH_DOM_ADHC Combine Life Safety Checklist
O. SVH DOM Family Dwellings
P. SVH DOM Large Board and Care Life Safety Checklist
Q. SVH DOM Small Board and Care Life Safety Checklist
R. Existing Day Care Occupancy Checklist
S. Scope and Severity Matrix
T. IJ Template
U. Final Survey Report Format
V. Life Safety Code Headings
W. Quick Reference Guide Nursing Home
X. Quick Reference Guide Domiciliary
Y. Quick Reference Guide ADHC
Z. Survey Deficiency Summary Report Format

DOCUMENTS

AA. Business Associate Agreement
BB. Estimate Quantities and Pricing Sheet
CC. Detailed Price / Cost Sheet

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SECTION E - SOLICITATION PROVISIONS

E.1 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENSATIONS AND CERTIFICATIONS (DEVIATION DATE)

(a) Definitions. As used in this provision-

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note);

and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) Procedures.

(1) Covered telecommunications and video surveillance. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(2) FASCSA Orders.

(i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) Covered telecommunications equipment or services representations. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror’s possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror’s possession but does not need to include an internal or third-party audit.

(e) Sudan certification. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror’s possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) Disclosure.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) Executive agency review of disclosures. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of Provision)

E.2 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (DEVIATION DATE)

(a) Definitions. As used in this clause—

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

Subsidiary means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) Representation. The Offeror represents that-

(1) It [ ] is, [ ] is not an inverted domestic corporation; and

(2) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(End of provision)

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION DATE)

(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, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of Provision)

E.4 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION DATE)

(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;
(2) The name, address, telephone number of the Offeror;
(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
(2) Any offer, modification, or revision received after the time specified for receipt of offers is “late” and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror’s initial offer should contain the Offeror’s best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) Debriefings. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed Offeror’s offer.
(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

FAR/VAAR NUMBER	TITLE	DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT	DEVIATION
852.273-70	LATE OFFERS	NOV 2021
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

(End of Provision)

E.5 PROPOSAL SUBMISSION INSTRUCTIONS

1. INTRODUCTION:

a. All Proposer intentions, questions, and final proposal submission shall be submitted to both the Contract Specialist via email at Priscilla.Burke@va.gov and the Contracting Officer via email at Anna.Norcross@va.gov, respectively. Proposers shall submit all questions concerning this solicitation in writing due by no later than **Tuesday, May 12, 2026 at 3pm ET**. VA will not reference the source of the questions, but will address and post the answer to all questions via Solicitation Amendment.

b. Proposers shall submit their final proposal submission due by no later than **Friday, June 12, 2026 at 3pm ET**. All proposals are required to acknowledge all Amendments and for the proposal to be valid for a minimum of 180 days from the final proposal submission due date.

c. Proposals shall be submitted electronically to the Contract Specialist and the Contracting Officer identified above, no later than, the date and time referenced in “paragraph a.” above unless this date is changed via a formal Solicitation Amendment.

d. Proposers are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission. Finally, due to VA email file size restrictions, proposers may need to logically separate their proposal into separate emails. If this is necessary, contractors should attempt to contain a complete volume within a single email transmissions (and not split volumes).

e. Proposers are responsible for submitting proposals so as to reach the Government office designated in the solicitation by the time and date specified in the solicitation. Any proposal received at the Government office designated, in the solicitation, after the exact time and date specified for receipt of proposals indicated in paragraph b above or via formal solicitation amendment is late and will not be considered for award.

2. DISCREPANCIES:

If a proposer believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the proposer shall immediately notify the Contract Specialist in writing with supporting rationale, as well as the remedies the proposer is asking the Government to consider as related to the omission or error. The proposer is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions. This reservation includes matters of additional or substitute pages of the initial proposal.

a. The Government will allow for resubmission of a proposal per the requirements of FAR 15.207 *Handling Proposals and Information*; however, the government is not responsible for unreadable, corrupted, incomplete, or missing information, etc. of any submission.

b. Any submitted proposal unreadable, corrupted, incomplete, or missing information, etc. shall be evaluated as provided and may be rejected for further evaluation. No revision to the proposal shall be accepted.

c. This ensures that the government can effectively manage and evaluate proposals while maintaining the integrity of the procurement process.

3. PROPOSAL FILES:

Proposer's responses shall be submitted in accordance with the following instructions:
The proposal shall consist of five volumes required to be submitted.

(3) Volume I – Technical Approach
(4) Volume II – Past Performance
(5) Volume III – Price
(6) Volume IV – All Solicitation / Representations and Certifications including fill in Provisions
(7) Volume V – Veterans Preference

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. The complete company name, date, and solicitation number shall **only** be identified in the front cover page and cover letter, if so provided. A "Table of Contents" should be created using the Table of Contents feature in MS Word. The proposal should be submitted in PDF. Price volume shall be in Microsoft Excel format.
The following pages of the submission shall have **no** company name or company logo anywhere in the header and/or footer or be identified anywhere else in the technical volume. Only the header shall contain the solicitation number and page numbers.

All files will be submitted as either a Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11" with printing on one side, only. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point Arial or Times New Roman fonts. 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.

All proprietary information shall be clearly and properly marked. Place any proprietary information in italics and underline. After the info, in parenthesis indicate the previous x sentences include proprietary information. See example: "*The Gold Bar tool is used for analyzing the weights used in calculations. These are derived via computations over the last 10 years*. (The previous two sentences contain proprietary sensitive information)"

Footnotes to text shall **not** be used. Additionally, proposer shall **not** use hyperlinks or embedded files of any kind in any proposal volume. If included, these will not be reviewed or evaluated. If the proposer submits annexes, documentation, attachments, or the like, not specifically required by this solicitation, such will count against the proposer'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, may potentially **not** be evaluated. Evaluation of these pages is solely at the discretion of the Government. 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 come up in the print layout view.

File Packaging. All of the Proposer's files may be compressed (zipped) into one file entitled "Proposer&Name.zip" (example: ABC Corp & Technical Volume.zip) using WinZip version 29 or later version, or the proposer files may be submitted individually.

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

Proposal may indicate / reference sections of the PWS by (example: PWS 7.1) when explaining or describing how the proposer addresses that area of the PWS. You are not required to do this. Proposal page limitations are applicable to this procurement. Excluding covers pages, title pages, table of contents, the table below indicates the maximum page count (where applicable) for each volume of the proposer's submission. The Technical volume is broken into several sub areas with page limits:

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VOLUME NUMBER	FILE NAME	PAGE LIMITATIONS
Volume I – Technical Approach	[Contractor Name] Vol_I Technical.doc/pdf (includes subsections broken out below)	Not To Exceed (NTE) 150 pages, excluding covers, title pages, table of contents.
[redacted]	1. Survey Schedules	15 Pages
	2. Surveys	20 Pages
	3. Reports	35 Pages
	4. Program Work Pan	15 Pages
	5. Communication Plan	10 Pages
	6. Contractor Personnel Training Plan	10 Pages
	7. Deliverables	25 Pages
	8. Quality Assurance Plan	No Page Limitation
	9. Quality Assurance Surveillance Plan	No Page Limitation
	10. Staffing Factors	17 Pages
	11. Survey Script	3 pages
Volume II – Past Performance	[Contractor Name] Vol_II PastPerformance.doc/pdf	No Page Limitation (see Past Performance section for additional information)
Volume III – Price	[Contractor Name] Vol_III Price.excel/doc/pdf	No Page Limitation
Volume IV – Solicitation, Offer and Award Documents, Certifications / Representations	[Contractor Name] Vol_IV SRC.doc/pdf	No Page Limitation
Volume V – Veterans Preference	[Contractor Name] Vol_V Veterans Preference.doc/pdf	2 pages

4. TECHNICAL APPROACH VOLUME:

VOLUME I – TECHNICAL APPROACH:
Under **no** circumstances shall any pricing information be provided in the Technical Approach. The proposer shall submit a Technical Approach not to exceed 150 pages. All sections of the technical volume must be provided by the proposer. The Technical Proposal shall be written so the Source Selection Evaluation Team (SSET) or personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets and/or exceeds the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed, and complete as to clearly and fully demonstrate the prospective proposer has a thorough understanding of the technical requirements contained in the PWS of this solicitation. Proposer statements such as "the Proposer understands," "will comply with the PWS," "standard procedures will be employed," "well known techniques will be used" and general

paraphrasing or copying of the actual PWS information / requirements contained in the PWS are considered inadequate and may render your proposal "**Unresponsive**" or "**Unacceptable**" and thus removed from consideration for award.

The Technical Approach shall address in detail how the proposer's actual methodology to be used for accomplishing each one of the activities, objectives, tasks, and deliverables. The proposal shall include specific methods and techniques for completing each element, the employment of innovative methodologies to provide the type of services needed and the identification of potential risks and mitigations. The Technical Approach shall be written in concise, easily understood language.

The technical proposal shall not contain any reference to cost; however, information concerning labor allocations and categories, travel, materials, equipment, and any information of interest to technical reviewers, as applicable, shall be contained in the technical proposal in sufficient detail so that the proposer's understanding of the scope of the work and ability to meet requirements may be adequately evaluated.

The technical volume shall address all activities, tasks, and deliverables. Accordingly, the government will evaluate the technical volume using the following factors below. Any and all required deliverables identified below are required to be submitted as part of the overall proposal.

TECHNICAL FACTORS:

FACTOR 1: Survey Schedules

a. **Subfactor 1: Design & Development of Schedules**
The proposal shall provide/contain up to three examples of their company's design and development of what an annual and quarterly survey schedule looks like that exemplifies inclusion of the elements required in the PWS. (*PWS C.3.1. and C.3.2.*)

b. **Subfactor 2: Modification of Schedules**
The proposal shall describe under what circumstances a survey schedule would be modified and how those changes would be communicated to the Government. (*PWS C.3.3.*)

FACTOR 2: Surveys:

a. **Subfactor 1: Preparation & Conducting Surveys**
The proposal shall provide/contain information that demonstrates the ability to prepare for and conduct surveys utilizing the Centers for Medicare and Medicaid Services (CMS) survey process. (*PWS C.4.1.)*

b. **Subfactor 2: Capacity to Conduct Multi-Types of Surveys**
The proposal shall provide/contain information that demonstrates the capacity to conduct three types of surveys (Annual, Recognition, and For Cause) at SVHs utilizing the applicable elements of the Title 38 Code of Federal Regulations (CFR) Part 51 federal regulations specifically established for SVH. (*PWS C.4.3., C.4.4., C.4.5., C.4.6.*)

c. **Subfactor 3: Survey Scripts**
The proposal shall provide/contain a defined script for an entrance call that includes introduction of survey team members and credentials, an overview of the unannounced survey process; a daily debrief that includes preliminary observations and any deliverables requested; and a final exit that includes a summary of observations and post survey expectations. (*PWS C.4.2.)*

d. Subfactor 4: Determination of Immediate Jeopardy
The proposal shall provide/contain up to three examples of how their company's application of the CMS Scope and Severity Matrix to a particular deficient practice identified on survey led to the determination of an IJ and how their company utilized the industry standard IJ template to document the IJ and how their company worked with the long-term care facility leadership to assure the immediacy of the deficient practice was removed. (*PWS C.4.7.*)

FACTOR 3: Reports

a. Subfactor 1: Survey Reports
The proposal shall provide/contain up to three examples of their company's survey reports that demonstrate a standardized format, as well as, a clear narrative of any deviation from the standards/regulations being surveyed and that allow for a clear understanding of the connection between the standard/regulation being cited and the deficient practice observed as well as the scope (i.e., pervasiveness) and severity (i.e., level of harm) of the deficient practice. At a minimum, these examples shall include deficient practices cited for both health and life safety standards/regulations. (*PWS C.5.2*)

b. Subfactor 2: Data Analysis of Surveys (Simple Reports)
The proposal shall provide/contain up to three examples of their company's approach to analyzing data, trends, and patterns in survey deficiencies. At a minimum, these examples shall include the company's approach to considering distinctions in survey trends between clinical and life safety deficiencies. (*PWS C.5.4.*)

c. Subfactor 3: Customer Engagement
The proposal shall provide/contain information that demonstrates their company's process or approach of addressing a customer concern regarding information written on a survey report (e.g., the scope and severity level assigned, the regulation/standard identified as having a deficient practice, the content of the deficiency narrative, etc.). (*PWS C.5.5.*)

d. Subfactor 4: Customer Satisfaction Feedback
The proposal shall provide/contain information that demonstrates their company's approach to soliciting customer satisfaction responses, as well as, up to three examples of how their company has taken internal corrective action as a result of their assessment and analysis of customer satisfaction data. (*PWS C.5.5.*)

FACTOR 4: Plans

a. Subfactor 1: Program Work Plan
The proposal shall provide/contain the proposer's Program Work Plan (PWP) that provides a detailed description of how the proposer plans to address the following:
(1) Scheduling all necessary SVH surveys, completing pre-and onsite survey preparation, utilizing the RAI/MDS, completing a comprehensive assessment through applicable 38 CFR Part 51 regulations, observing direct resident care;
(2) Communicating any Immediate Jeopardy situations; and
(3) Providing a feedback mechanism, submitting final survey reports, final survey deficiency summary reports and ad hoc reports. (*PWS C.6.1.*)

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b. Subfactor 2: Communication Plan
The proposal shall provide/contain the company's Communication Plan that describes what, when, and how the proposer shall communicate to the Government as their customer. Communication circumstances are outlined in the tasks or activities in the PWS and should be included in the communication plan. (*PWS C.6.2.*)

c. Subfactor 3: Contractor Personnel Training Plan
The proposal shall provide/contain their company's Contractor Personnel Training Plan that describes the company's approach for maintaining service quality, staff proficiency, and managing knowledge/information. The Contractor Training Plan shall include the proposer's approach to the following:
(1) Onboarding and current contractor personnel for required CMS and TMS training requirements;
(2) Identifying personnel in need of coaching and how the effectiveness of this coaching will be determined; and
(3) Providing continuous training to ensure staff have current and relevant knowledge, skills, and abilities. (*PWS C.6.3.*)

FACTOR 5: Deliverables
The proposal shall provide/contain up to three examples of how their company utilized internal scheduling, tracking, and monitoring systems to ensure that required task and deliverables from previous customers were completed on time and completed to the level of quality expected by the customer. (*PWS D.*)

FACTOR 6: Quality Assurance Plan
The proposal shall provide/contain their company's Quality Assurance Plan (QAP) and address in detail the tailored requirements of the SVH program. This QAP shall describe the proposer's plan of action, policies, and procedures to monitor quality control for performance, as well as, the continuous improvement actions the proposer will take to ensure sustainable processes. The QAP shall demonstrate the proposer's ability to effectively measure the accuracy, quality, and reliability of information throughout all aspects of performance, especially the survey process. The QAP shall have quantitative metrics that are linked to the requirement objectives identified in the PWS. (*PWS B.1.2.*)

FACTOR 7: Quality Assurance Surveillance Plan
The proposal shall provide/contain their company's Quality Assurance Surveillance Plan (QASP) and address in detail the tailored requirements of the SVH program to ensure the contractor is performing the services required by the PWS via the Acceptable Quality Levels established. The purpose of the plan is to measure, manage, and sustain performance while mitigating risk.

The QASP directly corresponds to the performance objectives and standards (i.e., quality, quantity, timeliness) specified in the Performance Work Statement (PWS). It provides specific details on how the contractor will survey, observe, test, sample, evaluate, and document contractor performance results to determine if they have met the required standards for each objective in the PWS. The QASP shall reflect the proposer's detailed description of the management and operational strategy that sequences the events the proposer shall employ to ensure prompt and efficient delivery of the products and services required. (*PWS B.1.3.*).

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FACTOR 8: Contractor Personnel Qualifications & Capacity

a. Contractor Personnel Qualifications

The proposal shall provide/contain and identify the qualifications of all survey positions having at a minimum the following qualifications:

(1) All surveyors shall have a minimum of three years' experience in external review, with knowledge, skills, and abilities to include the application of a wide range of qualitative and/or quantitative methods for the accurate assessment of compliance or noncompliance with applicable programmatic laws, policies, and regulations.

(2) Personnel shall have the educational backgrounds necessary to fully assess all applicable 38 CFR Part 51 regulations, including, but not limited to, Registered Nurses, Social Workers, Dietitians, and Nursing Home Administrators.

(3) Surveyors performing the life safety and fire protection portion of the survey shall have the training and educational background (e.g., Fire Protection Engineer, Fire Marshall, General Contractor, Industrial Hygienist) necessary to adequately interpret and apply the applicable NFPA code to the correct SVH occupancy.

b. Contractor Personnel Certifications/Licenses

The proposal shall provide/contain information of staff to include training credentials, licenses, years of experience in clinical, life safety, and NFPA, experience in surveys, and years of experience with CMS surveys for all personnel. The proposal shall provide information that demonstrates all licensed personnel have current and unrestricted licenses, that all registered personnel have current registrations, and all certified personnel have current certifications.

c. Contractor Personnel Certification/License Maintenance

The proposal shall describe how the proposer shall perform and maintain primary source verification of personnel training credentials, licenses, certifications, registrations, resumes, and years of experience with emphasis on CMS long term care expertise.

d. Contractor Personnel Capacity

The Proposal shall provide/contain information that demonstrate the proposer has a sufficient number of Registered Nurses (RN) on staff to ensure that each survey team includes at least one RN. (*PWS A.2.; C.4.*)

e. Key Contractor Personnel Categories

The proposal shall provide/contain information to identify the personnel categories (e.g., RN, Life Safety, Social Work, Dietician, Licensed Practical Nurse, etc.) within the proposer's proposed staffing structure for the SVH surveys and the anticipated number of personnel in each category. The proposal shall provide information that describes the proposed makeup of survey team size and disciplines necessary to review all clinical, administrative, fiscal, and life safety 38 CFR Part 51 regulations. The proposal shall provide information that demonstrates that there are sufficient personnel on staff necessary to perform SVH surveys at the quantities identified per performance period for the SVHs. (*PWS A.2.; C.4.*)

Note: Resumes of key current members of critical positions should be provided showing appropriate company resources. Do not include any personal information. You should also indicate key positions that are not filled or not filled at the level required to perform the work.

5. PAST PERFORMANCE VOLUME:

VOLUME II - PAST PERFORMANCE

FACTOR 1: Past Performance
The proposer's Past Performance will be evaluated to determine whether Federal Government and/or commercial customer contract/order reference is relevant (based on size, scope, and complexity to this requirement), recent (within the past three years), and reflects performance which is satisfactory or better.

The Government will evaluate information received including resolution of quality, schedule and other issues, business relations and customer satisfaction, and satisfaction with overall contract performance to assess the relative risks associated with a proposer's likelihood of success in fulfilling the solicitation's requirements as indicated by that proposer's record of past performance.

The proposer must have national experience working with a variety of states and regions of the United States. Each proposal shall identify three to ten contracts/task orders with the Federal Government and/or commercial customers that demonstrate recent and relevant past performance.

FACTOR 2: Past Performance Questionnaire
The Proposer shall provide a specific narrative explanation of each contract listed in Section 1 Past Performance Questionnaire (PPQ) describing the objectives achieved and detailing how the effort is relevant to the requirements of the current solicitation. For any contract(s)/task order(s) that did not/do not meet original schedule or technical performance requirements, the Proposer shall provide a brief explanation of the reason(s) for the shortcoming(s) and any corrective action(s) taken to avoid recurrence.

The Proposer shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The Proposer shall indicate if any of the contracts listed were terminated and, if so, the type and reasons for the termination.

At least three, but no more than ten Past Performance Questionnaires must be completed and submitted. The Proposer shall complete Part I of the Past Performance Questionnaire and email the questionnaire to both the Government/commercial contracting activity and technical representative responsible for the past/current contract. These representatives shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contracting Office no later than the proposal due date.
The Proposer shall e-mail to the Contracting Officer a list of all the representatives who were sent a questionnaire. The Government must receive this list with your proposal no later than the proposal due date.

The Representative List shall be submitted in Word for Windows Table Format to include the following fields: Solicitation Number; Company Name; Contract Number; Representative Last Name, First Name; Title; Telephone Number; and E-mail Address.

6. PRICE VOLUME:

VOLUME III – PRICE

FACTOR 1: Line Item Pricing

a. The proposer shall complete the Price/Cost Schedule of Supplies/Services of the solicitation (Unit Price). This is a Fixed Price IDIQ contract. All indirect and direct costs shall be included in the cost of the CLINs, as applicable. Proposer must respond to

pricing matching the line item pricing schedule in the RFP at a quantity of one for each CLIN (see B.4 Price/Cost Schedule Item Information on page 69).

Proposer				
CLIN	Description	QTY	UoM	Unit Price
CLIN 1		1	MO	$500.00
CLIN 2		1	EA	$100.00

b. The proposer shall enter the unit price for each CLIN, use the estimated quantities, multiply them together to come up to the total CLIN amount. Subsequently, add all the amounts together to get a total amount for the Base and Option periods and then add all total amounts for all periods to attain the Grand Total in the spreadsheet (see Document BB) or proposer may provide the Price document of their choosing. See examples below:

Proposer					
CLIN	Description	QTY	UoM	Unit Price	CLIN Amount
CLIN 1		12	MO	$500.00	$6,000.00
CLIN 2		12	EA	$100.00	$1,200.00
				Total	$7,200.00

Proposer		
	Base Period	$7,200.00
	Option Period 1	$800.00
	GRAND TOTAL	$8,000.00

FACTOR 2: Basis of Estimate

a. The proposer shall use the Detailed Price / Cost Sheet (see Document CC) or proposer may provide the Price document of their choosing in order to complete the basis of estimate, with labor mix and level of effort consistent with the PWS. Certain aspects of the cost shall be identified, individually such as labor categories and hourly rates to be used, number of personnel resources, and travel per task per resource to be used.

b. The price of each task shall include all aspects of the total cost to perform the task (i.e. Indirect and Direct costs, Profit, G&A, etc.). However, the proposer shall break out each cost as a means to derive the price per CLIN. Detail any discounts or other relevant pricing information. Any Assumptions shall be clearly detailed/described. This includes proposed salaries and fringe benefits for professional employees to work on the acquisition. Supporting information shall include data, such as recognized national and regional compensation surveys and studies of professional, public, and private organizations, used in establishing the total compensation structure.

c. The Government requires proposers to propose unit prices and total prices in whole dollar amounts, no cents in the Price/Cost Schedule of Supplies/Services of the solicitation (Unit Price). Even if values in the schedule are formatted to display two decimal places, they are to be zero. (see B.5 Price/Cost Schedule Item Information on page 68).

d. Ensure the unit price multiplied by the item quantity equals the total item price (there should be no rounding) (see Document BB).

e. Proposer shall ensure the actual values of each item in the Detailed Price / Cost Sheet (see Document CC) are exact prices where cents are appropriate. Prices in the spreadsheet are formatted to display two decimal places.

Note: If Proposer has pricing for deliverables with no CLIN, they are to be identified in the pricing proposal. Proposer is to identify the non CLIN pricing and add it to the following deliverables included as the overall cost of the assigned CLIN:

CLIN 0015: Program Work Plan
B.1. Quality Assurance: B.1.2. Quality Assurance Plan
B.1. Quality Assurance: B.1.3. Quality Assurance Surveillance Plan

CLIN 0011 - 4011: Quarterly Survey Schedule
C.3. Activity 2: Survey Schedules, Sections C.3.3. TO Survey Schedule Change

Note: Proposer is to include the potential cost, if any of any Immediate Jeopardy (IJ) Deficiencies for any Survey CLIN including all deliverables assigned to an IJ Deficiency(s):

CLIN 0001 - 4001: Annual Onsite Survey
CLIN 0002 - 4002: For Cause Onsite Survey
CLIN 0003 - 4003: Initial Recognition Onsite Survey
CLIN 0004 - 4004: Focused Recognition Onsite Survey
C.4. Activity 3: Surveys; C.4.1. Surveys (Onsite / Unannounced), C.4.7. Immediate Jeopardy (IJ) Deficiencies:
Deliverable #8: Notification of IJ for Levels J, K and L findings
Deliverable #9: IJ Template
Deliverable #10: Notification of IJ removal
Deliverable #11: IJ Final removal plan

7. SOLICITATION, OFFER, AWARD DOCUMENTS, AND REPRESENTATIONS AND CERTIFICATIONS VOLUME:

VOLUME IV – SOLICITATION, OFFER, AWARD DOCUMENTS, AND REPRESENTATIONS AND CERTIFICATIONS
An authorized official of the firm shall sign the SF 1449 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. This Volume shall contain the following:

a. Solicitation Section A – Standard Form (SF1449);

b. Acknowledgement of Amendments, if any. All amendments must be entered into the chart on page 8. Additionally, all amendments shall be signed by the vendor on page one of each amendment by the authorized representative of the proposer, and provided as a proposal attachment to Volume IV;

c. All provisions requiring proposer certification must be filled in and provided as part of the Volume IV submission. Also, the proposer is to provide any other representations and certifications as part of their SAM.gov entity information; and

d. Any proposed terms and conditions and/or assumptions upon which the quote is predicated on.

Proposers are hereby advised that any proposer-imposed terms and conditions and/or assumptions which deviate from the Government's material terms and conditions established by the Solicitation may render the proposal "**Unacceptable**" and thus ineligible for award.

8. VETERANS PREFERENCE VOLUME:

VOLUME V – VETERANS PREFERENCE

FACTOR 1: Full Credit
Proposer must state in their proposal if they are a certified SDVOSB/VOSB in the SBA certification database on the SBA Veteran Small Business Certification Program portal at https://veterans.certify.sba.gov/ and https://dsbs.sba.gov (see 13 CFR 128) SDVOSB in order to receive full credit

FACTOR 2: Partial Credit
Proposer 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 SBA Search engine.

(End of Addendum to 52.212-1)

E.6 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION DATE)

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

Technical Approach
Past Performance
Cost/Price
Veteran Preference

Evaluation factors other than price when combined are significantly more important than price.

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

E.7 BASIS FOR AWARD

The Government will award a single Fixed Price IDIQ contract, based on the government anticipating recurring requirements. The Government cannot predetermine the precise quantities of services during a definite period. The Government reserves the right to award without discussions based upon the initial evaluation of proposals. The award will be made

resulting from this solicitation to the responsible proposer whose proposal offers the Best Value in terms of technical approach, past performance, price, and Veterans preference consideration. The technical factor is significantly more important than the Past Performance, which is slightly more important than the price factor, which is slightly more important than the Veterans' preference factor. When combined, all non-price evaluation factors are significantly more important than price. Within the Best Value continuum, the Government will employ a Best Value Tradeoff analysis of price and non-cost factors (FAR 15.101-1) in evaluating the proposals submitted.

All proposals shall be evaluated by the Source Selection Evaluation Board (SSEB) in accordance with the factors and criteria below. The following is a summary of the evaluation criteria the Government will consider in the evaluation process. Proposals will be evaluated using the following factors:

Factors:
1. Technical Approach
2. Past Performance
3. Cost/Price
4. Veterans preference

Factor 1: Technical Approach
The Technical Approach factor will be evaluated using an adjectival rating system as follows:

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Rating	Definition
Excellent	A proposal demonstrates an approach which indicates exceptional and comprehensive understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program. The proposal provides a concise, detailed, and thorough discussion of its technical capability to successfully provide the services as stated in the PWS. The approach clearly demonstrates knowledge of industry standards for these services. The specific methodologies demonstrate feasibility. The proposed survey team is capable of carrying out the approach. The approach contains strengths that substantially benefit the program. There are no weaknesses or deficiencies identified. The relative risk is very low.
Good	A proposal demonstrates an approach which indicates a thorough understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program. The proposal provides a thorough discussion of its technical capability to successfully provide the services as stated in the PWS. The approach successfully describes specific methodologies for accomplishing the required tasks and clearly demonstrate knowledge of industry standards for these services. The specific methodologies demonstrate feasibility. The proposed survey team is capable of carrying out the approach. The approach contains strengths that benefit the program. Weaknesses, if any, are more than offset by strengths. There are no deficiencies. The relative risk is low.
Satisfactory	A proposal demonstrates an approach which indicates an adequate understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program. The proposal provides a satisfactory discussion of its technical capability to successfully provide the services as stated in the PWS. The approach adequately describes specific methodologies for accomplishing the required tasks and adequately demonstrates knowledge of industry standards for these services. The specific methodologies demonstrate feasibility. The proposed survey team is capable of carrying out the approach. The approach contains strengths that should benefit the program. Weaknesses, if any, are not offset by strengths. There are no deficiencies. The relative risk is moderate.
Unacceptable	A proposal demonstrates an insufficient approach which contains major error(s), omission(s), or deficiency(ies) that indicate a lack of understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program. The proposal provides an insufficient discussion of its technical capability to successfully provide the services as stated in the PWS. The approach does not adequately describe specific methodologies for accomplishing the required tasks and does not adequately demonstrate knowledge of industry standards for these services. The specific methodologies do not demonstrate feasibility. The survey team is not capable of carrying out the approach. Significant weaknesses and/or deficiencies exist and none of these weaknesses or deficiencies can be corrected without a major rewrite or revision of the proposal. The relative risk is unacceptable / high.

The following definitions will be used to properly identify the different levels of Technical Performance to be evaluated by each Technical Evaluation Team (TET) evaluator for each factor and subfactor as described in the Source Selection Plan (SSP) and the RFP as a part of determining the best overall value:

Rating	Definition
Strength	Is defined as an aspect of the proposal that increases the likelihood of successful contract performance.
Weakness	Is defined as a flaw in the proposal that increases the risk of unsuccessful contract performance.
Deficiency	Is defined as an aspect of the proposal that fails to meet a Government requirement or a combination of significant weaknesses in the proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Factor 2: Past Performance
Past performance will be evaluated to determine whether Federal Government and/or commercial customer contract/order reference is relevant (based on size, scope, and complexity to this requirement), recent (within the past three years), and reflects performance which is satisfactory or better. The Government will evaluate information received including resolution of quality, schedule and other related issues, business relations, customer satisfaction, and satisfaction with overall contract performance.

In addition, the Government may utilize: (1) official Contract Performance Assessment Reporting System (CPARS) reports or similar systems of other Government departments and agencies, (2) Past Performance Questionnaires (PPQs), and (3) past performance information obtained through other sources which are reasonably available and determined to be relevant. The contractor will be evaluated to determine the extent to which their performance demonstrates the likelihood of successful performance in providing requirements similar in size, scope, and complexity to this. The proposer must have national experience working with a variety of states and regions of the United States.

The Past Performance Team (PPT) will review and evaluate each proposer's Past Performance based on PPQs, the written narrative provided, other Government departments, agencies, and other past performance information obtained through other sources which are reasonably available and determined to be relevant. The PPT will use Government sources including CPARS and System for Award Management (SAM), and by information provided via links for up to ten examples of previous work and given an adjectival rating.

The following definitions will be used to properly identify the different levels of Past Performance to be evaluated by each PPT evaluator for each factor above in the RFP as a part of determining the best overall value:

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Rating	Definition
Low Risk	Little doubt exists, based on the proposer's performance record, that the proposer can perform the proposed effort similar in size, scope, and complexity to the requirements in the PWS. The past performance is relevant, recent, and CPARs, SAM, and/or PPQs reflect satisfactory or better performance.
Moderate Risk	Some doubt exists, based on the proposer's performance record, that the proposer can perform the proposed effort successfully in similar size, scope, and complexity to the requirements in the PWS. The past performance is relevant and recent and CPARs, SAM, and/or PPQs may reflect minimally satisfactory performance.
Neutral	Little or no relevant performance record identifiable; equates to an unknown risk rating having no positive or negative evaluation significance. Any proposer who has no experience, the experience is ambiguous, or the Government cannot reach the reference, the proposal will be given a Neutral rating
High Risk	Significant doubt exists, based on the proposer's performance record, that the proposer can perform the proposed effort in similar size, scope, and complexity to the requirements in the PWS. The past performance may not be relevant and/or recent and CPARs, SAM, and/or PPQs may not reflect satisfactory performance.

Rating	Definition
Recent	Is defined as within the last three years.
Relevant	Is defined as work that is of similar size, scope, and complexity to the requirement set forth in this solicitation. If the proposer has no experience, the experience is ambiguous, the proposal will be given a Neutral rating.

Factor 3: Cost/Price
Prices will be reviewed and analyzed, examined and evaluated per any of the techniques identified in FAR 15.404-1(b). The Proposer's detailed pricing / cost basis of estimate breakdown will be reviewed and all proposed prices including option period pricing will be evaluated. All indirect and direct costs included in the cost of the CLINs as applicable in the Detailed Price / Cost Sheet will be evaluated. (see Attachment CC)

This includes, but is not limited to, certain aspects of costs such as labor categories and hourly rates to be used, number of personnel resources, and travel per resource to be used. The price of each task will be evaluated to include all aspects of the total cost to perform the task (i.e. Indirect and Direct costs, Profit, G&A, etc.). Pricing structure indicating unrealistically low professional employee compensation may be assessed adversely as one of the factors considered in making an award.

The Government will evaluate the proposal by reviewing the cost elements for each CLIN price, the adding of the total of all line item prices multiplied by the estimated quantities for total CLIN cost. The summation of all CLINs, for the period of performance for total period of performance cost, and the summation of all total period of performance costs for the grand total. The total

evaluated price will be that sum. (see Attachment BB) The pricing/cost basis of estimate breakdown will be reviewed and all proposed prices/costs evaluated, however, price will not be evaluated adjectivally nor assigned a score.

The Government may evaluate whether the pricing submitted is unbalanced. An unbalanced price is one where the price of one or more contract line items is significantly overstated or understated and which will result in the Government paying an unreasonably high price for contract performance or otherwise present an unacceptable level of risk to the Government. If the Contracting Officer determines the risk is unacceptable, the proposal will be eliminated from the competition.

Factor 4: Veterans Preference
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 certified SDVOSB/VOSB in the SBA certification database on the SBA Veteran Small Business Certification Program portal at https://veterans.certify.sba.gov/ and https://dsbs.sba.gov SDVOSB. (see 13 CFR 128) Partial credit for a verified VOSB prime contractor. Non-SDVOSB/ VOSB Contractors proposing to subcontract five percent or more of the value to a verified SDVOSB concern or seven percent or more of the value to a verified VOSB concern will receive partial evaluation credit.

Rating	Definition
Full Credit	The Government will assign 10 percent pricing preference (full evaluation credit) for a Contractor (prime contractor) which is a registered and verified SDVOSB.
Partial Credit	The Government will assign 5 percent pricing preference (partial evaluation credit) for a Contractor (prime contractor) which is a registered and verified VOSB and for non-SDVOSB/VOSB Contractors proposing to subcontract five percent or more of the value to a verified SDVOSB concern or seven percent or more of the value to a verified VOSB concern.

E.8 52.216-1 TYPE OF CONTRACT (DEVIATION DATE)

The Government contemplates award of a Fixed-Price, Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

E.9 52.233-2 SERVICE OF PROTEST (DEVIATION DATE)

(a) Protests, as defined in section 33.102, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

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

(End of Provision)

E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (SEP 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: *EDProtests@va.gov*.

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

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

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

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

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

(End of Provision)

E.11 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):

https://www.acquisition.gov/browse/index/far
https://www.va.gov/oal/library/vaar/

FAR/VAAR NUMBER	TITLE	DATE
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	SEP 2018

(End of Provision)

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