

Table of Contents

SECTION B - CONTINUATION OF SF 1449 BLOCKS	4
B.1 CONTRACT ADMINISTRATION DATA	4
B.2 CONTRACT TERMS AND CONDITIONS	5
B.4 PERFORMANCE WORK STATEMENT (PWS)	8
1.0 BACKGROUND	9
2.0 OBJECTIVES	9
3.0 DESCRIPTION OF SERVICES	9
4.0 ACCESS AND USER INTERFACE	10
5.0 LEGISLATIVE HISTORY	14
6.0 CUSTOMER SUPPORT	14
7.0 TRAINING	15
8.0 DELIVERABLES	15
9.0 GOVERNMENT RIGHTS IN DATA HELD OR MAINTAINED IN COMPUTER SOFTWARE	16
10.0 TRAVEL	16
11.0 SPECIAL MATERIAL REQUIREMENTS	16
12.0 OTHER UNIQUE REQUIREMENTS AND CONSIDERATIONS	16
13.0 PLACE OF PERFORMANCE	16
14.0 PERIOD OF PERFORMANCE	17
15.0 GOVERNMENT FURNISHED PROPERTY	17
16.0 TERMINATION	17
17.0 CONTRACT ADMINISTRATION	17
ATTACHMENT A - MANDATORY RESOURCES- FEDERAL	19
ATTACHMENT B – MANDATORY RESOURCES - STATE	22
B.5 PRICE/COST SCHEDULE	46
SECTION C - CONTRACT CLAUSES	53
C.1 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)	53
C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)	53
C.3 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	54
C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUNE 2016)	54
C.5 52.216-18 ORDERING (OCT 1995)	60
C.6 52.216-19 ORDER LIMITATIONS (OCT 1995)	60
C.7 52.216-22 INDEFINITE QUANTITY (OCT 1995)	61
C.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	61
C.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	62
C.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	62
C.11 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)	62
C.12 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)	63

C.13 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)	63
C.14 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)	64
C.15 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)	65
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	66
<u>ATTACHMENT 1 - OB10 INSTRUCTIONS</u>	<u>66</u>
<u>ATTACHMENT 2 -NON-DISCLOSURE AGREEMENT</u>	<u>66</u>
<u>ATTACHMENT 3 - PAST PERFORMANCE QUESTIONNAIRE</u>	<u>66</u>
<u>ATTACHMENT 4 - DEMONSTRATION ACTIONS</u>	<u>66</u>
SECTION E - SOLICITATION PROVISIONS	67
E.1 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)	67
E.2 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) ALTERNATE I (JUL 2013)	67
E.3 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (NOV 2014)	69
E.4 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)	70
E.5 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)	71
E.7 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	72
E.8 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)	79
E.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAR 2015)	82
E.10 52.216-1 TYPE OF CONTRACT (APR 1984)	97
E.11 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (JUL 2013)	97
E.12 52.233-2 SERVICE OF PROTEST (SEP 2006)	97
E.13 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)	98
E.14 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	99
E.15 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)	99
E.16 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)	100

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR: To Be Determined

b. GOVERNMENT: Zachary Wilcox
Contracting Officer
Department of Veterans Affairs
Strategic Acquisition Center
10300 Spotsylvania Avenue
Suite 400
Spotsylvania, VA 22408
zachary.wilcox@va.gov

Ninatile Bacote
Contract Specialist
Department of Veterans Affairs
Strategic Acquisition Center
10300 Spotsylvania Avenue
Suite 400
Spotsylvania, VA 22408
Ninatile.bacote@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 for Award Management, or
[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly []
- b. Semi-Annually []
- c. Other [X] Monthly

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.

NOTE: that all vendors are required to process invoices through Tungsten. See Attachment 1 – Tungsten (OB10) Electronic Invoice Submission.

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

AMENDMENT NO	DATE

B.2 CONTRACT TERMS AND CONDITIONS

General

1. The Contractor shall provide all services necessary for an Indefinite-Quantity (IDIQ) type contract at locations as directed by the Contracting Officer and as specifically described in task orders (TOs). VA requires the flexibility to use this contract for other online legal research needs which may be outside of OGC.
2. This is a firm-fixed price IDIQ contract.
3. The only work authorized under this contract is that which is performed after execution of such task orders.
4. The Contractor shall, upon receipt of duly executed orders, perform all services as required in this contract and such further requirements as may be contained in orders for projects described herein. The Contractor shall complete all services under this contract within the period of time specified in issued task orders, except that no task order shall be issued hereunder after the expiration of this contract. The Government makes no guarantee as to the number of orders or the actual amount of services which will be requested.
5. Task orders issued during the period of performance (POP) for this contract shall be completed by the Contractor within the POP specified in the task order. The rights and obligations of the Contractor and the Government, in respect, to those task orders shall be governed by the terms and conditions of the basic contract. The Contractor shall not be required to perform any services under the contract after the time specified in the last order.

Value of the Contract

1. The minimum contract award amount, or guaranteed minimum, for the contract awarded is \$20,000.00. This guaranteed minimum is the total minimum amount for the life of the contract.
2. The maximum contract ceiling amount is \$4,000,000.00.
3. The Contractor shall provide services for all task orders on a fixed-price basis. In establishing the fixed price for individual task orders, the rates for the required services shall be in accordance with the rates listed in the Price/Cost Schedule. The price for each individual task order shall be

fixed in advance of performance of the work. The Contractor shall perform no additional services for which it will charge a fee or additional profit in excess of the fixed-price of each task order without the advance written authorization of the Contracting Officer.

4. The cost of any materials or equipment required to be furnished in conjunction with the services rendered herein shall be included in the firm-fixed price unless otherwise noted in the task order.

Term of the Contract

1. The term of this IDIQ contract is 12 months from Date of Award with four (4) 12 month option years.
2. The required performance schedule and period of performance for any task order will be identified in the task order.

PERSONNEL REQUIREMENTS

The Contractor will designate an individual to serve as its contract representative between the Contractor's organization and the Government. This individual must be a person with an overall knowledge of the contract, the contractor's organizational procedures/processes, and have the authority to sign/negotiate on behalf of the Contractor. The contractor must advise the Contracting Officer in writing the name, email address and phone number of its contract representative. If a change to this contract representative is necessary, the Contractor shall notify the Contracting Officer in writing and provide 30 days' notice (or as much as practicable). The contract representative will have the authority to negotiate and accept task orders on the Contractor's behalf and is expected to have a technical and administrative knowledge of task orders in progress and completed.

INVOICING AND PAYING INSTRUCTIONS

1. Invoicing will be in arrears on a monthly basis throughout the period of performance for a task order. The Contracting Officer's Representative (COR) will have the responsibility of reviewing the invoice and performing inspection and acceptance of all services and deliverables. The contractor will need to follow the electronic invoicing instructions found in ATTACHMENT 1 – OB10 INSTRUCTIONS.

TASK ORDER ORDERING PROCEDURES

1. The Contracting Officer will place orders against the established pricing schedule using the firm fixed price monthly rates.
2. The Contractor shall perform only those services specifically authorized in individual task orders or change orders under this contract. If unauthorized services are performed, the Government is not liable for financial compensation to the Contractor for those unauthorized services.
3. The Contractor, upon receipt of duly executed task orders, shall perform all services as required of this contract, and such further requirements as may be contained in task orders for projects described herein. The Contractor shall notify the Contracting Officer when a delivery schedule cannot be met. No task orders shall be issued hereunder after the expiration of this contract.

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B.4 PERFORMANCE WORK STATEMENT (PWS)

DEPARTMENT OF VETERANS AFFAIRS
STRATEGIC ACQUISITION CENTER (SAC)
COMPUTER ASSISTED LEGAL RESEARCH (CALR)
SUBSCRIPTION SERVICES FOR
OFFICE OF GENERAL COUNSEL (OGC)

VOA Acquisition Tracker ID: VA-16-0005493

Customer Portal ID: SAC-16-30826

June 27, 2016

1.0 BACKGROUND

The Department of Veterans Affairs (VA) Office of General Counsel (OGC) provides legal advice and services to the Secretary (SECVA) and all organizational components of the Department. The General Counsel is, by statute, the Department's Chief Legal Officer. OGC relies on its ability to research and apply Federal, State and local laws across the country in support of Veterans and VA initiatives.

OGC's legal practice is very diverse, including issues relating to all aspects of the VA's missions and operations. OGC requires reliable web-based access to legal reference material and resources for up to 800 users.

2.0 OBJECTIVES

The purpose of this acquisition is to establish an Indefinite Delivery - Indefinite Quantity (IDIQ) contract for online computer assisted legal research (CALR) services for approximately 800 general users within OGC. VA anticipates this will be the OGC's primary legal research tool. Specialized subscription accounts with access to specific research database repositories and tools shall also be provided for designated users. This web-based CALR will be the primary legal research tool for OGC staff.

3.0 DESCRIPTION OF SERVICES

3.1 General Research

VA requires unlimited access to the following legal resources for all OGC users on an all-inclusive, monthly basis, per user, including unlimited searching, browsing, printing, downloading, notifications/alerts and electronic clipping service, as well as training and support.

- Federal statutes and regulations, current and past, with an ability to track changes in both from earliest date available to present;
- All 50 states and territory trial and appellate court decisions and state rulings;
- Federal court decisions from earliest date available to present;
- Legislative history materials dated back to a minimum 1920. Legislative history material includes; but is not limited to, the Congressional Record, Congressional Budget Office assessments, Congressional hearings, all versions of a bill in both Houses, and any other pertinent material to include Attorney General Opinion papers or past rulemaking in the Federal Register. Annotated United States Code; Federal Register and Code of Federal Regulations;
- All 50 states and territory statutes, regulations and administrative codes;
- Federal administrative agency issuances and decisions including those of the Comptroller General, Government Accounting Office (GAO), the Merit Systems Protection Board (MSPB), the Equal Employment Opportunity Commission (EEOC), the Federal Labor Relations Authorities (FLRA), the Office of Personnel Management (OPM) including OPM Compensation and Leave Decisions, all of the Boards of Contract Appeals and; and, opinions of the U.S. Attorney General and the Office of Legal Counsel;
- Access to national secondary sources including but not limited to materials on Federal Forms, Federal Evidence, Federal Civil Procedure, and Federal Procedure;
- Briefs – State & Federal: Access for all users (800) to Federal and state brief banks.
- Docket Information: Access for all users (800) to Federal and State docket systems.
- Ability to systemically track court decisions and/or legislation by individual users including automated email updates;

- Ability to analyze specific court decisions, point by point, for current legal status; and,
- Access to an online guide to legal citation.

3.2 Specialized User Groups

VA requires access to specialized material for subsets of general users. VA requires as many as 300 specialized user materials. The groups of specialized materials shall be:

- Access to state material including, but not limited to digests and treatises, separately for each state,
- Access to government contracts material, including specialized administrative materials, digests, newsletters, and treatises,
- Access to jury verdicts and settlements for all federal and state courts,
- Access to Veteran's Benefit Law – Veterans law material to include DoD opinions, historical legislation, Veteran appeal decisions, treatises and pamphlets,
- Access to personnel/labor/employment law material including decisions of the FLRA, EEOC, & MSPB, reports on arbitration statistics and biographical material, federal agency personnel material, and the applicable statutes and regulations for Federal personnel issues (250 users);
- Access to specialized personal injury/medical malpractice/property damage materials, including medical dictionaries, drug desk references (PDR), DSM, etc., and Federal tort claims material,
- Access to specialized material on insurance law,
- Access to specialized immigration materials, including treatises, specialized agency materials; etc.,
- Access to a tool to analyze a brief or legal pleading and provide a table of authorities with the ability to customize the citation settings;
- Access to Briefs filed in Federal Courts;

3.3 Other Databases Menu

Other than those resources covered by Sections 3.1 and 3.2, the Contractor shall offer all other resources currently included in the Contractor's system which VA may be granted access to. The Contract shall provide terms for use of these additional resources as an exhibit in their proposal.

4.0 ACCESS AND USER INTERFACE

4.1. The offeror shall provide 24 hours, 7 days a week worldwide web (www) online CALR accessibility as befits a national law firm and its potential 800 users. Throughout the period of performance, minor variances in user numbers and/or locations may occur through customer reorganization, including opening, closure, or transfer of offices and personnel.

4.2 Access Menu Structure

The Contractor shall provide users access to all databases that their Specialized User Grouping is authorized to access by means of one menu or a hierarchical set of menus. When a user connects to the Contractor's system, the menu appropriate to that user's access authority shall be displayed automatically. The user shall have the capability to navigate among the authorized database menus within a web browser session.

4.2.1 No Purchases or Orders by Users

If material not included in a user's access is visible to the user any accessing or attempts to access such material will not constitute a purchase or order under this contract. Permissions for access must be received through the Contracting Officer's Representative (COR), VA OGC Program Manager (OGC-PM), or their authorized designee.

4.2.2 Temporary / Trial Database Menu Access

Temporary or trial access to a resource shall be granted to a specific user for a negotiated period agreed upon with the Contractor but not to exceed 14 days. Access shall be for no more than three times per year, per user. Such access must be requested from the COR, OGC-PM or their authorized designee. Contractor is responsible for monitoring and managing temporary or trial access to a database.

4.3. Access Method

Access shall be direct via web browser 24 hours 7 days a week. Contractor shall provide access through the Internet using a Web browser available to OGC employees on government furnished equipment and must provide single sign-on to all of the Contractor's resources.

4.3.1 Scheduled website maintenance notification shall be provided to the Government at least five days in advance. In no event shall resources be unavailable to OGC more than once per month and then only outside of regular business hours. Any unplanned outages shall be resolved within five hours.

4.4 SEARCH AND RETRIEVAL CAPABILITY

The offeror shall provide a system that satisfies the following requirements under the primary award:

- ATTACHMENT A – MANDATORY RESOURCES (FEDERAL)
- ATTACHMENT B – MANDATORY RESOURCES (STATE)

4.4.1 Search and Retrieval Functionality: The system shall provide full text search and retrieval functionality that is appropriate for accessing court decisions, statutes, regulations, and other types of documents. The system shall provide the following minimum set of database search facilities:

- (a) The search function should be able to operate both in natural language and using Boolean type search operators equivalent to AND, OR, and AND_NOT.
- (b) Proximity search operators that express the nearness of two search terms.
- (c) Both infix (e.g., m*n is equivalent to man OR men) and postfix (e.g., litiga*** is equivalent to litigant or litigate) wildcard characters in search terms.
- (d) The ability to restrict a search to a specified document segment/field (e.g., court, judge, opinion date, case name, or opinion in a database of court opinion documents).
- (e) The ability to recall to the screen the previous search expression entered by the user, modify the search, and execute the modified search expression, or base a search on the result of a prior search.

4.4.2 Browsing: The system shall provide the following minimum set of document browsing features:

- (a) The ability to display a document retrieved by citation.
- (b) The ability to display a document from the set of documents returned in response to a search request with each occurrence of each term used in the search request highlighted for easy identification.

- (c) The ability to page forward or backward through a single displayed document one screen at a time.
- (d) The ability to move forward or backward through a single displayed document viewing only those screens that contain highlighted terms.
- (e) The ability to display the document titles for the documents in a search result set (i.e., display a citation list). The ability to show a single document retrieved through citation; the ability to return a document in a list of documents retrieved by a search request with the search terms highlighted within the text;
- (f) The ability to jump from document to document within a set of search results.

4.4.3 Citators: The system shall provide at least two different citator formats – a case history and a general citator. At a minimum, the citatory will apply to all court decision databases. Both the case history citator and the general citator functions as described below shall be provided for all federal court opinion databases.

- (a) A case history citator shall provide case history, through the various appellate levels, on a case-by-case basis. The case history citator shall be updated on a daily basis so the most recent appellate action for each active case is available.
- (b) A general citator shall provide a more in-depth treatment of each case/opinion than the case history citator. The general citator shall include a comprehensive list of references to each case/decision in other court opinions, law reviews, and other applicable publications. For referencing documents that are presented in a volume/page format (e.g., 315 U.S. 649), the page number on which the primary reference occurs must be presented (e.g., 315 U.S. 649 at page 656 or 315 U.S. 656).
- (c) For both citators, the system shall allow the user to request a citator/case history display for a single displayed court decision or to enter the citation of the desired decision. When a citator/case history is displayed, the system shall be capable of presenting the full text of a referencing document included on the display, if that document is available in a database provided by the Contractor.
- (d) The Contractor's system shall provide both citators for all non-federal court opinion databases for which it currently provided citators to other federal agencies. These databases shall be listed as an exhibit in their proposal and award.
- (e) These products shall allow a user to visually determine the standing of any U.S. court decision with a system of flags or signs that will alert the user of unfavorable treatment.

4.4.4 Database Selection: The system must provide access to the range of databases specified by VA OGC.

- (a) The system shall provide a search interface to allow user to locate a specific database. Databases shall be available both individually, in groups set-up by the offeror (i.e., All Federal Cases) and in transient groups set-up by the user for a specific purpose or search.
- (b) The user must be able to choose a database from the initial login screen and be able to switch to a different database.

4.4.5 Printing, Downloading and E-Mail: The system shall provide the following capabilities and facilities:

- (a) The ability to download and print, as a single operation, one or more selected documents to a printer connected (either directly or as a shared network device) to the user's workstation.

- (b) The ability to download one or more selected documents to the user's workstation and store the documents in a user-specified disk file for later printing or manipulation through a word processing program.
- (c) Unlimited printing and downloading of retrieved documents at no additional charge, including all PDF formats, subject to copyright and licensing restrictions. Downloading formats shall; at a minimum, include Microsoft Word and ASCII text.
- (d) The ability to e-mail to one or more users (subject to any limitations of the user's and recipient's e-mail systems): one or more selected documents, as a single operation; multiple lists of search results; links to selected documents; and citator results.

4.4.6 Automated Scheduled Search and Retrieval: The offeror shall provide the ability to program a query against a select database(s) which will run automatically at intervals. The user will be notified online or via email, with results providing links to the original documents.

4.4.7 Private Files: The offeror must provide access to OGC private files through their computer system. Private files consist of OGC opinions and shall be provided to the Contractor by the COR, OGC-PM or their designee. These files shall be available only to OGC personnel.

- (a) The private files shall be organized into a separate database.
- (b) The private files shall be updated as opinions are issued or amended.
- (c) Submissions to the offeror will be uploaded into the private files within one calendar week of delivery.
- (d) Contractor shall add existing opinions to their OGC private file system.

4.4.8 Training and Technical Assistance: Contractor must provide access to on-site and on-line training at all Regional Offices and VA Central Office location(s) at the onset of initial contract period. In general, the Contractor shall provide user training at no additional cost to users covered by this contract at locations worldwide.

- (a) Additional on-site or online training shall be arranged for OGC at periodic intervals throughout the contract period, including option years. After initial training, the Contractor shall continue to follow-up on a routine basis to keep users informed of Contractor updates and to provide advance training. This training shall include; but not limited to, content and use of databases, search and retrieval functions (including printing and downloading functions), and effective legal research strategies.
- (b) Because of the inherent nature of the legal work provided by the VA National Law Firm, office locations and staffing levels fluctuate constantly. The Contractor will accommodate such changes and provide training to all locations and covered users.
- (c) The Contractor shall provide mutually agreeable dates for initial training and follow-up training as needed. The frequency of training may vary by location or time of year.
- (e) The Contractor shall provide 24/7 telephone assistance for technical and legal research matters. Offeror will provide access to online training resources and to web-based training (scheduled in advance).

4.9 Account Management: The Contractor must provide OGC with the capability to create and delete access to the CALR without any intermediate action through the Contractor. The Contractor shall provide OGC with monthly and yearly usage figures on all databases included under the CALR.

5.0 LEGISLATIVE HISTORY

Contract shall provide access for all general users to legislative history materials dated back to the earliest date possible. Legislative history material includes; but is not limited to, the Congressional Record, Congressional Budget Office assessments, Congressional hearings, all versions of a bill in both Houses, and any other pertinent material concerning Veteran law.

5.1. Description of Deliverable Products.

- (a) Employment Law: Access to federal arbitrator's statistics, treatises, internal handbooks and manuals of the EEOC, FLRA, MSPB, and Department of Labor, worker's compensation decisions, and employment law.
- (b) Government Contracting: Access to historical government contract material Federal Code and Regulations Federal and State court decisions. The Contractor database shall have capability to cross-check against other contract databases of current law with treatises, periodicals, newsletters, or reference books.
- (c) Medical Reference Material: Access to medical reference material, such as the PDR, DSM, Dorland's, etc. Contractor database shall cross check against all treatises, manuals, and reference material in their databases.
- (d) Federal and State Jury Decisions: Access to compilations of jury decisions from the 50 states and the territory of Puerto Rico. Offerors should provide a list of all combined and separate databases included in their proposal.
- (e) Intellectual Property: Access to accounts with access to the U.S. Patent Quarterly (1st-5th) and any other intellectual property reference or treatise material available.
- (f) Environmental Law: Access to any specialized environmental law materials, including agency documents and manuals, reference materials, treatises, newsletters and periodicals.
- (g) Immigration Law: Access to any specialized immigration law materials. Materials included in the offering should be listed and may include treatises, government handbooks, manuals and guides, decisions of immigration adjudicative bodies in Department of Labor and Department of Homeland Security, reference books, newsletters and other specific periodicals.
- (h) Information Law: Access to any specialized information law material inclusive of the FOIA, Privacy Law, Information Security, and eDiscovery.
- (i) Appropriations and Fiscal Law: Access to any specialized appropriations and fiscal law history inclusive of GAO Red Book, Opinions and Reports from the GAO, and Opinions and Reports from the OMB.
- (j) Veteran Benefits and Veteran Law: Access to any specialized Veteran's law to include historical regulations, laws and Congressional history related; but not limited to, medical, housing, disability, benefits and compensation as well as Court of Appeals for Veteran Claims rulings and decisions.
- (k) Federal histories, regulations and Agency rulemaking related to; but not limited to, Veteran's, Veteran Affairs, Board of Veteran Appeals, or Veteran Hospital Administration. The Contract databases shall cross check and reference other relevant case law or regulations.

6.0 CUSTOMER SUPPORT

Provide technical assistance and answer questions concerning research strategies, database fields, software usage, and other types of questions related to the use of the Contractor's products and services. The Contractor shall provide such assistance and customer support by toll-free call or through online or e-

mail requests (including instant messaging or online chats) to which the Contractor provides a response within 60 minutes to users.

7.0 TRAINING

As otherwise outlined in Section 4.4.8, the Contractor must provide user training for persons covered by this contract at locations worldwide. After initial training, the Contractor shall continue to follow-up on a routine basis to keep users informed as well as to provide advanced training. This training shall include content and use of databases, search and retrieval functions (including printing and downloading functions), and effective legal research strategies.

7.1. Training must be provided by authorized representatives of the Contractor whom possess all required skills and qualifications.

7.2. Online training shall be provided by the Contractor at no additional cost for persons covered by this contract. At a minimum, this training shall include content and use of databases, search and retrieval functions (including printing and downloading functions), and effective legal research strategies. A description of any additional training for no additional cost, such as topical legal subjects and Continuing Legal Education courses should be described in the proposal.

7.3. At a minimum, the Contractor shall provide updated training material to every user office location annually during each year of the contract at no additional charge. Literature shall include, at a minimum, a user's guide, a directory of research materials, and any available handouts with research tips. Additionally, upon a user's request, the Contractor shall provide additional training materials in any requested, available format, such as online, e-mail, regular mail, or commercial delivery service, at no additional cost. Such distribution may be by any means including download from the Web, email, mail, commercial delivery service, or by Contractor representatives at training events.

8.0 DELIVERABLES

8.1. Contractor shall provide 24 hours a day, 7 days a week CALR access for all VA OGC users and special users.

8.2. Contractor shall provide monthly (5th day of the month), quarterly (5th day of the quarter), and yearly Usage Reports. Reports shall at a minimum report:

- Monthly, Quarterly and Yearly Usage by OGC Regions and VA Central Office.
- Yearly usage by individual OGC users.
- Trend data showing monthly, quarterly and yearly usage in a chart or table format as well as difference between quarterly and yearly over year usage.

8.3. Contractor shall provide a Downtime Report showing the number of occurrences the CALR is down and unavailable to users (quarterly-5th day of the month and yearly) due to seen or unforeseen reasons. This Report should reflect if occurrences are due to faults of the Government or the Contractor, if the downtime affected all users, specialized users, a Region or VA Central Office. The report should also describe the databases affected and the length of downtime.

8.3.1. If the Contractor's system remains inoperative or inaccessible as a result of a malfunction or limitations in the Contractor's system, due to no fault or negligence of the Government and due to no fault

external to the system, the Contractor shall grant a credit to the Government. Credits shall be negotiated between the Contractor and the VA Contracting Officer and the COR. Credits shall be prorated based on an hourly downtime pro-rata formula. Downtime shall not be more than five (5) hours in duration. The Contractor should define (external faults; i.e., weather or acts of God) within their initial proposal as an exhibit.

8.3.2. Maintenance and upkeep of the Contractor's system is not considered inoperative and inaccessible as outlined in 8.3.1 for the purpose of this contract. Contractor must notify the Government 14 days in advance of system maintenance and provide notification on their website of pending maintenance downtime. Maintenance and upkeep requiring the CALR system to be offline cannot occur between the hours of 6:00am and 8:00pm Monday through Friday (Eastern Standard Time) excluding federal government holidays.

8.3.3. Any credit -payment factor of 0% to 90% applied shall not constitute a waiver of any rights the Government may have pursuant to the "Default" clause.

9.0. GOVERNMENT RIGHTS IN DATA HELD OR MAINTAINED IN COMPUTER SOFTWARE

The Government shall have unlimited rights, as delineated in FAR Clause 52.227-14 which is incorporated by reference, in all computer software, documentation, and other data developed and/or retained on behalf of OGC by the Contractor under this contract.

The Government shall have restricted rights, as delineated in all restricted computer software furnished by the Contractor under this contract.

The Government retains all rights in accordance to VA Handbook 6500 to data owned and maintained by the contractor on behalf of the Government.

10.0 TRAVEL

Not applicable.

11.0 SPECIAL MATERIAL REQUIREMENTS

Not applicable.

12.0 OTHER UNIQUE REQUIREMENTS AND CONSIDERATIONS

Not applicable.

13.0 PLACE OF PERFORMANCE

Department of Veterans Affairs, OGC
810 Vermont Avenue, NW
Washington, DC 20005

14.0. PERIOD OF PERFORMANCE

The period of performance is one base period with four option periods as described below:

Base Year: 08/01/2016 – 07/31/2017
Option One: 08/01/2017 – 07/31/2018
Option Two: 08/01/2018 – 07/31/2019
Option Three: 08/01/2019 – 07/31/2020
Option Four: 08/01/2020 – 07/31/2021

The start date for the base period may need to be adjusted to reflect the actual contract award date.

15.0 GOVERNMENT FURNISHED PROPERTY

The Government is not furnishing any government property under this contract.

16.0. TERMINATION

VA has the right to terminate at any time (in whole or in part) this Task Order in accordance with the termination clause(s) of the governing GSA schedule. The Offeror will be paid only for the services rendered up to the point of receiving the termination notice, and then only to the extent that services meet the requirements of the Task Order.

17.0. CONTRACT ADMINISTRATION

The following individuals will be the Government's points of contact during the performance of this contract:

Contracting Officer

Name: Zachary Wilcox
Address: 10300 Spotsylvania Ave, Suite 400
Fredericksburg, VA 22401
Voice: 202-271-4566
Email: Zachary.Wilcox@va.gov

Contract Specialist

Name: Ninatile Bacote
Address: 10300 Spotsylvania Ave, Suite 400
Fredericksburg, VA 22401
Voice: 202-957-2173
Email: Ninatile.Bacote@va.gov

VA Contracting Officer Representative (COR)

Name: Brian-Eric Henderson
Address: Office of General Counsel
810 Vermont Avenue, NW
Washington, DC 20420
Voice: (202) 632-6943
Email: Brian-Eric.Henderson@va.gov

VA Alternate COR

Name: Charles Glasgow
Address: Office of General Counsel
810 Vermont Avenue, NW
Washington, DC 20420
Voice: (202) 461-7738
Email: Charles.Glasgow@va.gov

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ATTACHMENT A - MANDATORY RESOURCES- FEDERAL

Category	Database	Range of Information
Federal Case Law	Opinions of the U.S. Supreme Court	Earliest possible-Present
	Opinions of the U.S. Courts of Appeals, Circuit Courts	Earliest possible -Present
	Opinions of the U.S. District Courts	Earliest possible -Present
	Opinions of the U.S. Claims Court, U.S. Court of Claims, Court of Federal Claims	Earliest possible -Present
	Opinions of the U.S. Bankruptcy Court	Earliest possible -Present
	Opinions of the U.S. Court of Veteran Appeals	Earliest possible -Present
	Opinions of the U.S. Court of International Trade, U.S. Customs Court	Earliest possible -Present
	Opinions of the U.S. Court of Military Appeals & U.S. Courts of Military Review	Earliest possible -Present
	Opinions of the Federal Labor Relations Authority	Earliest possible -Present
	Opinions of the Equal Employment Opportunity Commission (Public and Private)	Earliest possible – Present (Public) Earliest possible – Present (Private)

Category	Database	Range of Information
	Opinions of the Merit System Protection Board	Earliest possible -Present
Briefs	Supreme Court	Earliest possible -Present
Legislative	Congressional Record	Earliest possible -Present
	United States Code (annotated and updated)	Current
	Public Laws	Earliest possible -Present
	Congressional Hearings	Earliest possible -Present
Regulatory and Administrative	Opinions of the U.S. Attorney General	Earliest possible -Present
	Opinions of the Office of Legal Counsel	Earliest possible -Present
	Comptroller General Decisions	Earliest possible -Present
	Unreported Comptroller General Decisions	Earliest possible -Present
	Code of Federal Regulations	Earliest possible -Present
	Federal Register	Earliest possible -Present
	Opinions of the Board of Veterans Appeals	Earliest possible -Present

Category	Database	Range of Information
	<p>Decisions of the Boards of Contract Appeals :</p> <p>Department of Agriculture</p> <p>Armed Services</p> <p>Army Corps of Engineers</p> <p>Department of Energy</p> <p>General Services Administration</p> <p>Housing and Urban Development (HUD)</p> <p>Department of Interior</p> <p>Department of Labor</p> <p>National Aeronautics and Space Administration</p> <p>Postal Service</p> <p>Department of Transportation</p> <p>Veterans Administration</p>	<p>Earliest possible -Present</p> <p>Earliest possible -Present</p> <p>Earliest possible -Present</p> <p>Earliest possible -Present</p> <p>Earliest possible -Present</p> <p>Earliest possible -Present</p> <p>Earliest possible -Present</p> <p>Earliest possible -Present</p> <p>Earliest possible -Present</p> <p>Earliest possible -Present</p> <p>Earliest possible -Present</p> <p>Earliest possible -Present</p> <p>Earliest possible -Present</p>
	<p>Board of Immigration Appeals' Administrative Decisions</p>	<p>Earliest possible -Present</p>

ATTACHMENT B – MANDATORY RESOURCES - STATE

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Alabama</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court of Civil Appeals</u> <u>Court of Criminal Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	Earliest possible <u>to Present</u> Earliest possible <u>to Present</u> Earliest possible <u>to Present</u> Earliest possible <u>to Present</u> Earliest possible <u>to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> Earliest possible <u>to Present</u>
<u>Alaska</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u>	Earliest possible <u>to Present</u> Earliest possible <u>to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>Attorney General Opinions</u>	Earliest possible <u>to Present</u>
<u>Arizona</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	Earliest possible <u>to Present</u> Earliest possible <u>to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> Earliest possible <u>to Present</u>
<u>Arkansas</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	Earliest possible <u>to Present</u> Earliest possible <u>to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> Earliest possible <u>to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>California</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Courts of Appeal</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Colorado</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Connecticut</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Appellate Court</u> <u>Superior Court</u> <u>Circuit Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Earliest possible to 1974</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Delaware</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Chancery</u> <u>Superior Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current</u> <u>Current Code</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>Attorney General Opinions</u>	<u>Earliest possible to Present</u>
<u>District of Columbia</u>	<u>Case Law:</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>Statutes</u> <u>Administrative Code</u>	<u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u>
<u>Florida</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>District Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Georgia</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Hawaii</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Intermediate Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Idaho</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Illinois</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Appellate Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Indiana</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>Administrative Code</u>	<u>Current Code</u>
	<u>Attorney General Opinions</u>	<u>Earliest possible to Present</u>
<u>Iowa</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Kansas</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>Attorney General Opinions</u>	<u>Earliest possible to Present</u>
<u>Kentucky</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Louisiana</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Maine</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Maryland</u>	<u>Case Law:</u> <u>Court of Appeals</u> <u>Court of Special Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Massachusetts</u>	<u>Case Law:</u> <u>Supreme Judicial Court</u>	<u>Earliest possible to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>Appeals Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Michigan</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Minnesota</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Mississippi</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Missouri</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>State Statutes</u>	<u>Current Code</u>
	<u>Administrative Code</u>	<u>Current Code</u>
	<u>Attorney General Opinions</u>	<u>Earliest possible to Present</u>
<u>Montana</u>	<u>Case Law:</u>	
	<u>Supreme Court</u>	<u>Earliest possible to Present</u>
	<u>Court Rules</u>	<u>Current</u>
	<u>State Statutes</u>	<u>Current Code</u>
	<u>Administrative Code</u>	<u>Current Code</u>
	<u>Attorney General Opinions</u>	<u>Earliest possible to Present</u>
<u>Nebraska</u>	<u>Case Law:</u>	
	<u>Supreme Court</u>	<u>Earliest possible to Present</u>
	<u>Court of Appeals</u>	<u>Earliest possible to Present</u>
	<u>Court Rules</u>	<u>Current</u>
	<u>State Statutes</u>	<u>Current Code</u>
	<u>Administrative Code</u>	<u>Current Code</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>Attorney General Opinions</u>	<u>Earliest possible to Present</u>
<u>Nevada</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>New Hampshire</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>New Jersey</u>	<u>Case Law:</u>	

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>Supreme Court</u> <u>Superior Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>New Mexico</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>New York</u>	<u>Case Law:</u> <u>Court of Appeals</u> <u>Appellate Division</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>Miscellaneous Lower Courts</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>North Carolina</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>North Dakota</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Ohio</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Oklahoma</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Criminal Appeals</u> <u>Court of Appeals</u> <u>Court Rules</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Oregon</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Pennsylvania</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Superior Court</u> <u>Commonwealth Court</u> <u>Court Rules</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>State Statutes</u>	<u>Current Code</u>
	<u>Administrative Code</u>	<u>Current Code</u>
	<u>Attorney General Opinions</u>	<u>Earliest possible to Present</u>
<u>Rhode Island</u>	<u>Case Law:</u>	
	<u>Supreme Court</u>	<u>Earliest possible to Present</u>
	<u>Court Rules</u>	<u>Current</u>
	<u>State Statutes</u>	<u>Current Code</u>
	<u>Administrative Code</u>	<u>Current Code</u>
	<u>Attorney General Opinions</u>	<u>Earliest possible to Present</u>
<u>South Carolina</u>	<u>Case Law:</u>	
	<u>Supreme Court</u>	<u>Earliest possible to Present</u>
	<u>Court of Appeals</u>	<u>Earliest possible to Present</u>
	<u>Court Rules</u>	<u>Current</u>
	<u>State Statutes</u>	<u>Current Code</u>
	<u>Administrative Code</u>	<u>Current Code</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>Attorney General Opinions</u>	<u>Earliest possible to Present</u>
<u>South Dakota</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Tennessee</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court of Criminal Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Texas</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Criminal Appeals</u> <u>Court of Civil Appeals</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Earliest possible to present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Utah</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Vermont</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Virginia</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Washington</u>	<u>Case Law:</u> <u>Supreme Court</u>	<u>Earliest possible to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>West Virginia</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Wisconsin</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u>	<u>Earliest possible to Present</u> <u>Earliest possible to Present</u> <u>Current</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
	<u>State Statutes</u>	<u>Current Code</u>
	<u>Administrative Code</u>	<u>Current Code</u>
	<u>Attorney General Opinions</u>	<u>Earliest possible to Present</u>
<u>Wyoming</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Administrative Code</u> <u>Attorney General Opinions</u>	<u>Earliest possible to Present</u> <u>Current</u> <u>Current Code</u> <u>Current Code</u> <u>Earliest possible to Present</u>
<u>Puerto Rico</u>	<u>Statutes</u>	<u>Current Annotated Code</u>
<u>Virgin Islands</u>	<u>Statutes</u>	<u>Current Annotated Code</u>

B.5 PRICE/COST SCHEDULE

NOTE: The pricing schedule below shall establish each offers proposed monthly subscription rate for each individual database. The number of subscriptions column is only an estimate of the potential usage, and will be for evaluation purposes only. The Government does not guarantee the total number of subscriptions outlined.

Base Year: Period of Performance - August 1, 2016 to July 31, 2017

CLINS	Databases	Unit of Issue	Monthly Rate	# of Subscriptions	Price
0001	<u>Employment Law:</u> Access to federal arbitrator's statistics, treatises, internal handbooks and manuals of the EEOC, FLRA, MSPB, and Department of Labor, worker's compensation decisions, and employment law.	12 MO		250	
0002	<u>Government Contracting:</u> Access to historical government contract material Federal Code and Regulations Federal and State court decisions. The Contractor database shall have capability to cross-check against other contract databases of current law with treatises, periodicals, newsletters, or reference books.	12 MO		200	
0003	<u>Medical Reference Material:</u> Access to medical reference material, such as the PDR, DSM, Dorland's, etc. Contractor database shall cross check against all treatises, manuals, and reference material in their databases.	12 MO		190	
0004	<u>Federal and State Jury Decisions:</u> Access to compilations of jury decisions from the 50 states and the territory of Puerto Rico. Offerors should provide a list of all combined and separate databases included in their proposal.	12 MO		190	
0005	<u>Intellectual Property:</u> Access to accounts with access to the U.S. Patent Quarterly (1st-5th) and any other intellectual property reference or treatise material available.	12 MO		10	
0006	<u>Environmental Law:</u> Access to any specialized environmental law materials, including agency documents and manuals, reference materials, treatises, newsletters and periodicals.	12 MO		5	
0007	<u>Immigration Law:</u> Access to any specialized immigration law materials. Materials included in the offering should be listed and may include treatises, government handbooks, manuals and guides, decisions of immigration adjudicative bodies in Department of Labor and Department of Homeland Security, reference books, newsletters and other specific periodicals.	12 MO		1	

0008	Information Law: Access to any specialized information law material inclusive of the FOIA, Privacy Law, Information Security, and eDiscovery.	12 MO		30	
0009	Appropriations and Fiscal Law: Access to any specialized appropriations and fiscal law history inclusive of GAO Red Book, Opinions and Reports from the GAO, and Opinions and Reports from the OMB.	12 MO		30	
0010	Veteran Benefits and Veteran Law: Access to any specialized Veteran's law to include historical regulations, laws and Congressional history related; but not limited to, medical, housing, disability, benefits and compensation as well as Court of Appeals for Veteran Claims rulings and decisions.	12 MO		30	
0011	Federal Histories, Regulations and Agency Rulemaking Related to; but not limited to Veterans, Veterans Affairs, Board of Veteran Appeals or Veteran Hospital Administration. The Contract databases shall cross check and reference other relevant case law or regulations.	12 MO		30	
		TOTAL:			

Option One Year: Period of Performance - August 1, 2017 to July 31, 2018

CLINS	Databases	Unit of Issue	Monthly Rate	# of Subscriptions	Price
1001	Employment Law: Access to federal arbitrator's statistics, treatises, internal handbooks and manuals of the EEOC, FLRA, MSPB, and Department of Labor, worker's compensation decisions, and employment law.	12 MO		250	
1002	Government Contracting: Access to historical government contract material Federal Code and Regulations Federal and State court decisions. The Contractor database shall have capability to cross-check against other contract databases of current law with treatises, periodicals, newsletters, or reference books.	12 MO		200	
1003	Medical Reference Material: Access to medical reference material, such as the PDR, DSM, Dorland's, etc. Contractor database shall cross check against all treatises, manuals, and reference material in their databases.	12 MO		190	
1004	Federal and State Jury Decisions: Access to compilations of jury decisions from the 50 states and the territory of Puerto Rico. Offerors should provide a list of all combined and separate databases included in their proposal.	12 MO		190	

1005	<u>Intellectual Property:</u> Access to accounts with access to the U.S. Patent Quarterly (1st-5th) and any other intellectual property reference or treatise material available.	12 MO		10	
1006	<u>Environmental Law:</u> Access to any specialized environmental law materials, including agency documents and manuals, reference materials, treatises, newsletters and periodicals.	12 MO		5	
1007	<u>Immigration Law:</u> Access to any specialized immigration law materials. Materials included in the offering should be listed and may include treatises, government handbooks, manuals and guides, decisions of immigration adjudicative bodies in Department of Labor and Department of Homeland Security, reference books, newsletters and other specific periodicals.	12 MO		1	
1008	<u>Information Law:</u> Access to any specialized information law material inclusive of the FOIA, Privacy Law, Information Security, and eDiscovery.	12 MO		30	
1009	<u>Appropriations and Fiscal Law:</u> Access to any specialized appropriations and fiscal law history inclusive of GAO Red Book, Opinions and Reports from the GAO, and Opinions and Reports from the OMB.	12 MO		30	
1010	<u>Veteran Benefits and Veteran Law:</u> Access to any specialized Veteran's law to include historical regulations, laws and Congressional history related; but not limited to, medical, housing, disability, benefits and compensation as well as Court of Appeals for Veteran Claims rulings and decisions.	12 MO		30	
1011	Federal Histories, Regulations and Agency Rulemaking Related to; but not limited to Veterans, Veterans Affairs, Board of Veteran Appeals or Veteran Hospital Administration. The Contract databases shall cross check and reference other relevant case law or regulations.	12 MO		30	
		TOTAL:			

Option Two Year: Period of Performance - August 1, 2018 to July 31, 2019

CLINS	Databases	Unit of Issue	Monthly Rate	# of Subscriptions	Price
2001	<u>Employment Law:</u> Access to federal arbitrator's statistics, treatises, internal handbooks and manuals of the EEOC, FLRA, MSPB, and Department of Labor, worker's compensation decisions, and employment law.	12 MO		250	
2002	<u>Government Contracting:</u> Access to historical government contract material Federal Code and Regulations Federal and State court decisions. The Contractor database shall have capability to cross-check against other contract databases of current law with treatises, periodicals, newsletters, or reference books.	12 MO		200	
2003	<u>Medical Reference Material:</u> Access to medical reference material, such as the PDR, DSM, Dorland's, etc. Contractor database shall cross check against all treatises, manuals, and reference material in their databases.	12 MO		190	
2004	<u>Federal and State Jury Decisions:</u> Access to compilations of jury decisions from the 50 states and the territory of Puerto Rico. Offerors should provide a list of all combined and separate databases included in their proposal.	12 MO		190	
2005	<u>Intellectual Property:</u> Access to accounts with access to the U.S. Patent Quarterly (1st-5th) and any other intellectual property reference or treatise material available.	12 MO		10	
2006	<u>Environmental Law:</u> Access to any specialized environmental law materials, including agency documents and manuals, reference materials, treatises, newsletters and periodicals.	12 MO		5	
2007	<u>Immigration Law:</u> Access to any specialized immigration law materials. Materials included in the offering should be listed and may include treatises, government handbooks, manuals and guides, decisions of immigration adjudicative bodies in Department of Labor and Department of Homeland Security, reference books, newsletters and other specific periodicals.	12 MO		1	
2008	<u>Information Law:</u> Access to any specialized information law material inclusive of the FOIA, Privacy Law, Information Security, and eDiscovery.	12 MO		30	
2009	<u>Appropriations and Fiscal Law:</u> Access to any specialized appropriations and fiscal law history inclusive of GAO Red Book, Opinions and Reports from the GAO, and Opinions and	12 MO		30	

	Reports from the OMB.				
2010	<u>Veteran Benefits and Veteran Law:</u> Access to any specialized Veteran's law to include historical regulations, laws and Congressional history related; but not limited to, medical, housing, disability, benefits and compensation as well as Court of Appeals for Veteran Claims rulings and decisions.	12 MO		30	
2011	Federal Histories, Regulations and Agency Rulemaking Related to; but not limited to Veterans, Veterans Affairs, Board of Veteran Appeals or Veteran Hospital Administration. The Contract databases shall cross check and reference other relevant case law or regulations.	12 MO		30	
		TOTAL:			

Option Three Year: Period of Performance - August 1, 2019 to July 31, 2020

CLINS	Databases	Unit of Issue	Monthly Rate	# of Subscriptions	Price
3001	<u>Employment Law:</u> Access to federal arbitrator's statistics, treatises, internal handbooks and manuals of the EEOC, FLRA, MSPB, and Department of Labor, worker's compensation decisions, and employment law.	12 MO		250	
3002	<u>Government Contracting:</u> Access to historical government contract material Federal Code and Regulations Federal and State court decisions. The Contractor database shall have capability to cross-check against other contract databases of current law with treatises, periodicals, newsletters, or reference books.	12 MO		200	
3003	<u>Medical Reference Material:</u> Access to medical reference material, such as the PDR, DSM, Dorland's, etc. Contractor database shall cross check against all treatises, manuals, and reference material in their databases.	12 MO		190	
3004	<u>Federal and State Jury Decisions:</u> Access to compilations of jury decisions from the 50 states and the territory of Puerto Rico. Offerors should provide a list of all combined and separate databases included in their proposal.	12 MO		190	
3005	<u>Intellectual Property:</u> Access to accounts with access to the U.S. Patent Quarterly (1st-5th) and any other intellectual property reference or treatise material available.	12 MO		10	
3006	<u>Environmental Law:</u> Access to any specialized environmental law materials, including agency documents and manuals, reference materials, treatises, newsletters and periodicals.	12 MO		5	

3007	<u>Immigration Law:</u> Access to any specialized immigration law materials. Materials included in the offering should be listed and may include treatises, government handbooks, manuals and guides, decisions of immigration adjudicative bodies in Department of Labor and Department of Homeland Security, reference books, newsletters and other specific periodicals.	12 MO		1	
3008	<u>Information Law:</u> Access to any specialized information law material inclusive of the FOIA, Privacy Law, Information Security, and eDiscovery.	12 MO		30	
3009	<u>Appropriations and Fiscal Law:</u> Access to any specialized appropriations and fiscal law history inclusive of GAO Red Book, Opinions and Reports from the GAO, and Opinions and Reports from the OMB.	12 MO		30	
3010	<u>Veteran Benefits and Veteran Law:</u> Access to any specialized Veteran's law to include historical regulations, laws and Congressional history related; but not limited to, medical, housing, disability, benefits and compensation as well as Court of Appeals for Veteran Claims rulings and decisions.	12 MO		30	
3011	Federal Histories, Regulations and Agency Rulemaking Related to; but not limited to Veterans, Veterans Affairs, Board of Veteran Appeals or Veteran Hospital Administration. The Contract databases shall cross check and reference other relevant case law or regulations.	12 MO		30	
		TOTAL:			

Option Four Year: Period of Performance - August 1, 2020 to July 31, 2021

CLINS	Databases	Unit of Issue	Monthly Rate	# of Subscriptions	Price
4001	<u>Employment Law:</u> Access to federal arbitrator's statistics, treatises, internal handbooks and manuals of the EEOC, FLRA, MSPB, and Department of Labor, worker's compensation decisions, and employment law.	12 MO		250	
4002	<u>Government Contracting:</u> Access to historical government contract material Federal Code and Regulations Federal and State court decisions. The Contractor database shall have capability to cross-check against other contract databases of current law with treatises, periodicals, newsletters, or reference books.	12 MO		200	
4003	<u>Medical Reference Material:</u> Access to medical reference material, such as the PDR,	12 MO		190	

	DSM, Dorland's, etc. Contractor database shall cross check against all treatises, manuals, and reference material in their databases.				
4004	<u>Federal and State Jury Decisions:</u> Access to compilations of jury decisions from the 50 states and the territory of Puerto Rico. Offerors should provide a list of all combined and separate databases included in their proposal.	12 MO		190	
4005	<u>Intellectual Property:</u> Access to accounts with access to the U.S. Patent Quarterly (1st-5th) and any other intellectual property reference or treatise material available.	12 MO		10	
4006	<u>Environmental Law:</u> Access to any specialized environmental law materials, including agency documents and manuals, reference materials, treatises, newsletters and periodicals.	12 MO		5	
4007	<u>Immigration Law:</u> Access to any specialized immigration law materials. Materials included in the offering should be listed and may include treatises, government handbooks, manuals and guides, decisions of immigration adjudicative bodies in Department of Labor and Department of Homeland Security, reference books, newsletters and other specific periodicals.	12 MO		1	
4008	<u>Information Law:</u> Access to any specialized information law material inclusive of the FOIA, Privacy Law, Information Security, and eDiscovery.	12 MO		30	
4009	<u>Appropriations and Fiscal Law:</u> Access to any specialized appropriations and fiscal law history inclusive of GAO Red Book, Opinions and Reports from the GAO, and Opinions and Reports from the OMB.	12 MO		30	
4010	<u>Veteran Benefits and Veteran Law:</u> Access to any specialized Veteran's law to include historical regulations, laws and Congressional history related; but not limited to, medical, housing, disability, benefits and compensation as well as Court of Appeals for Veteran Claims rulings and decisions.	12 MO		30	
4011	Federal Histories, Regulations and Agency Rulemaking Related to; but not limited to Veterans, Veterans Affairs, Board of Veteran Appeals or Veteran Hospital Administration. The Contract databases shall cross check and reference other relevant case law or regulations.	12 MO		30	
		TOTAL:			

Grand Total _____

SECTION C - CONTRACT CLAUSES

C.1 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of Clause)

C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

(End of Clause)

C.3 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

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

"Postconsumer fiber" means— (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of Clause)

C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS (JUNE 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

[X] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

[X] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

[X] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

[X] (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

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

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (OCT 2014) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

- ☐ (ii) Alternate I (JUN 2014) of 52.223-13.
- ☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

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

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

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

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

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

☒ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

C.5 52.216-18 ORDERING (OCT 1995)

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

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500, 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 \$500,000; or
 - (2) Any order for a combination of items in excess of \$1,000,000; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the expiration date of the contract.

(End of Clause)

C.8 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 15 days of expiration.

"Evaluation of Option to Extend Services under 52.217-8. For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other, and will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8."

(End of Clause)

C.9 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 of the expiration; 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 66 months.

(End of Clause)

(End of Clause)

C.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

C.11 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

(End of Clause)

C.12 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

C.13 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

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

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

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

(End of Clause)

C.14 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

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

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

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

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

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

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

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

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

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

(End of Clause)

C.15 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of; further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: ATTACHMENT 1 - OB10 INSTRUCTIONS.

See attached document: ATTACHMENT 2 - NON-DISCLOSURE AGREEMENT.

See attached document: ATTACHMENT 3 - PAST PERFORMANCE QUESTIONNAIRE.

See attached document: ATTACHMENT 4 – DEMONSTRATION ACTIONS

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SECTION E - SOLICITATION PROVISIONS

E.1 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

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

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

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

E.2 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) ALTERNATE I (JUL 2013)

(a) Definitions. As used in this provision—

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

Registered in the System for Award Management (SAM) database means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the System for Award Management prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. If registration prior to award is not possible, the awardee shall be registered in the System for Award Management within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

E.3 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (NOV 2014)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

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

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

(b) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name: _____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity?: ☐ Yes or ☐ No.

(d) If the Offeror indicates “yes” in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a “doing business as” name)

(End of Provision)

E.4 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

E.5 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via—

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at http://www.dlis.dla.mil/cage_welcome.asp.

(3) *The appropriate country codification bureau.* Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at http://www.dlis.dla.mil/Forms/Form_AC135.asp.

(d) Additional guidance for establishing and maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

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

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	APR 2014

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

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

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

The Offeror shall submit a copy of their proposal by email to Ninatile Bacote Ninatile.bacote@va.gov by the due date and time (Eastern Daylight Time (EDT)) listed in Block 8 of the SF1449. Offers submitted by any other method will not be considered. All proprietary information shall be clearly marked. The use of hyperlinks in proposals is prohibited except as written in “Volume IV Solicitation, Offer and Award Documents and Representations and Certifications” instructions in reference to System for Award Management (SAM) registration. **Late offers may not be accepted for evaluation.** The Contractor is responsible for confirming the Government’s receipt of its proposal. Offerors may submit questions requesting clarification of solicitation requirements to Ninatile Bacote Ninatile.bacote@va.gov no later than 12:00 P.M. EDT, XXXXXX. No questions will be accepted after the stated date and time.

The Offeror’s proposal shall consist of four separate volumes. The volumes are:

Volume I –	Technical
Volume II –	Past Performance
Volume III –	Price
Volume IV –	Solicitation, Offer and Award Documents and Representations and Certifications

Format:

The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The use of hyperlinks or embedded attachments in proposals is prohibited except as written in “Volume IV Solicitation, Offer and Award Documents and Representations and Certifications” instructions in reference to SAM registration.

The table below indicates the titles and maximum page limit requirements (as applicable) for each volume of the Offeror's proposal and all files will be submitted as either a Microsoft Excel (.xls) file or an Adobe Acrobat (.pdf) file as indicated in the table:

DRAFT

Volume Number	Factor	File Name (for electronic copy)	Page Limitations*
Volume I	Technical	(Company name) Tech.pdf	20 pages
Volume II	Past Performance	(Company name) Price.xls	Ten Pages
Volume III	Price	(Company name) Past Perf.pdf	No page limit for excel files; five page limit if including a written narrative is included
Volume IV	Solicitation, Offer and Award Documents and Representations and Certifications	(Company name) Certificates.pdf	None

Page size shall be no greater than 8 1/2" x 11." The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 11-point. Arial fonts are required. Line spacing shall be set at no less than a single space. Each paragraph shall be separated by at least one (1) blank line. Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 11-point font requirement. Footnotes to text shall not be used. All proprietary information shall be clearly and properly marked. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific Volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view.

A Table of Contents and/or a glossary of abbreviations or acronyms will not be included in the page count. However, be advised that any and all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with an Offeror's proposal will not be evaluated by the Government. Likewise, Past Performance Questionnaires will not count against the Past Performance page limitation.

Content Requirements: All information shall be confined to the appropriate volume. The Offeror shall confine submissions to essential matters, sufficient to define their proposal and provide an adequate basis for evaluation. Do not cross information among volumes (i.e. do not put pricing information in non-priced factor volumes and vice-versa). Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal.

VOLUME I – TECHNICAL FACTOR

The Technical Approach will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in meeting the requirements delineated in the PWS and given an adjectival rating. The Technical approach will be evaluated by Evaluation Team members to determine if the Offeror has addressed the following sub-factors. All sub-factors are of equal importance.

The evaluation process will consider the following:

TECHNICAL SUBFACTOR 1: MINIMUM TECHNICAL REQUIREMENTS:

The proposal will be evaluated to determine the extent to which the proposal addresses each Minimum Technical Requirement (MTR) below, demonstrates a clear understanding of the Government's MTRs, and whether those MTRs are met or exceeded. Literature review and physical inspection will be used to determine if each MTR is met. If there is a discrepancy between the product literature and physical inspection, offerors will be contacted to clarify and a determination will be made by the Contracting Officer whether the MTR has been met. All MTRs must be met for Sub-factor 1. A pass/fail rating will be given based on the evaluation of Sub-factor 1. If an offeror provides upgraded/enhanced Optional/ Value Added functions/ features listed in the MTRs, additional credit will be given.

- a) Assessment of the proposed approach in addressing the specific tasks outlined in Sections 3.0 and 4.0 and related subparagraphs of the PWS.
- b) Assessment of the capability to meet General Research capabilities as described in Sections 3.0 and 4.0 and related subparagraphs of the PWS.
- c) Assessment of the capability to meet the Specialized User Group research capabilities as described in Sections 3.0 and 4.0 and related subparagraphs of the PWS.
- d) Assessment of the access and user interface as described in paragraph Sections 3.0 and 4.0 and related subparagraphs of the PWS.
- e) Assessment of the search and retrieval capability of mandatory Federal and State resources as described in Sections 3.0 and 4.0 and related subparagraphs of the PWS.
- f) Assessment of the Legislative History as described in paragraph 5.0 of the PWS.

TECHNICAL SUBFACTOR 2: CUSTOMER SUPPORT AND TRAINING:

The proposal will be evaluated to determine the extent to which the proposal demonstrates a clear understanding of the Government's customer support and training requirements, and how those requirements will be met. Sub-factor 2 will be evaluated and given an adjectival rating.

TECHNICAL SUBFACTOR 3: PRODUCT DEMONSTRATION:

The Contractor shall demonstrate their proposed product to satisfy the requirements under this contract. The demonstration shall show specific capabilities for completing each requirement and how each of the technical requirements are satisfied by the proposed solution. See Attachment 4 for the list of potential

actions to be performed during the demonstration. Sub-factor 3 will be evaluated and given an adjectival rating.

The product demonstration will be conducted before the end of the RFP closing date. To schedule your product demonstration, please contact Charles Glasgow at 202-461-7738 or email at Charles.Glasgow@va.gov not later than 10 days from the issue date of the RFP to schedule a time and location of your demonstration.

VOLUME II – PAST PERFORMANCE FACTOR

Past Performance will be evaluated in accordance with established criteria.

In the event that no relevant or recent Past Performance is identified for an Offeror, the Government will rate the Offeror neither favorably nor unfavorably, but will receive a rating of neutral. If the Offeror has no recent or relevant past performance, it shall affirmatively state that it possesses no recent or relevant past performance.

Offerors shall submit a list of all recent and relevant past performance for itself and any major subcontractors. For the purpose of this solicitation, a major subcontractor is defined as one whose subcontract is for more than 15% of the total proposed price. Recent is defined as performance during the past three years immediately prior to the date of issuance of this solicitation, which are relevant to the efforts required by this solicitation. Relevant is defined as experience of similar size and scope requirements that cover the areas of the PWS. It is incumbent upon the Offerors to explain the relevance of the data provided. Data concerning the prime contractor shall be provided first, followed by each proposed major subcontractor, in alphabetical order. This Volume shall be organized into the following sections:

A. Section 1 – Contract Descriptions. This data concerning the prime Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. The Section shall include the following information:

1. Offeror or major subcontractor place of performance, Commercial and Government Entity (CAGE) Code and Data Universal Numbering System (DUNS) Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime vendor organization (name, current address, e-mail address and telephone and fax numbers);
2. Contracting activity and current address, name of the Contracting Officer (CO) or relevant POC authorized to speak in reference to the contract, e-mail, address, telephone and fax numbers;
3. Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts or Blanket Purchase Agreements (BPAs) also include Delivery/Task Order Numbers;
4. Contract Type (specific type such as FFP, Cost Reimbursement, T&M, etc.); In the case of Indefinite Delivery contracts, indicate specific type (Requirements,

Definite Quantity and Indefinite Quantity) and secondary contract type (FFP, Cost Reimbursement, T&M,);

5. Awarded price/cost;
6. Final or projected final price/cost;
7. Original delivery schedule, including dates of start and completion of work; and
8. Final or projected final, delivery schedule, including dates of start and completion of work.

B. Section 2 – Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation. For any contract(s)/Order(s) that did not/do not meet the schedule or technical requirement(s), provide a brief explanation of the reason(s) for the shortcoming(s) and any corrective action(s) taken to avoid recurrence. The vendors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

C. Section 3 - New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees, must identify as such. In addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the format described in Section 1.

Complete Attachment 3 - PAST PERFORMANCE QUESTIONNAIRES: Offeror shall submit no more than five Past Performance Questionnaires (PPQs); only one completed PPQ per reference. If more than five PPQs are received, the first five PPQs received will be reviewed. The Offeror shall only distribute the PPQs among the POC(s) listed in the past performance references found in Section 1. The Offeror shall instruct the POC at the referenced entity to return a copy of the completed PPQ directly to Contract Specialist at Ninatile.bacote@va.gov NO LATER THAN THE CLOSING DATE OF THE SOLICITATION (inclusive of any closing date extensions granted via amendment). PPQs will not be accepted directly from the Offeror. Offerors are responsible for coordinating with their references to ensure that completed PPQs are submitted to the Contract Specialist no later than the above referenced date/time. If a PPQ is submitted for a subcontractor, the Offerors shall insure that its name is referenced on the PPQ so that it will be matched to the Offeror.

VOLUME III – PRICE

A price evaluation team will review the contractor's cost proposal. An analysis will be conducted in accordance with FAR 15.404-1(b) (Price Analysis).

The Offeror's price volume should include

- A. Offerors shall complete B.5 Price/Cost Schedule. The Offeror shall propose a firm fixed monthly subscription rate for all Contract Line Item Numbers (CLINs). Travel is not

anticipated with this contract. However, if travel is required by a task order then it must be in accordance with Joint Federal Travel Regulations and the PWS. Travel CLINs may be added on the task order level as needed and would include a not to exceed amount. The Government is requesting consideration for discounts from your commercial prices for similar services.

- B. The Price Proposal does not have a page limitation; however, the Offeror's proposals **shall provide detailed information including the basis on prices offered for each category.** Offerors who do not provide the detailed information requested may be considered non-responsive and jeopardize their opportunity for establishment of an IDIQ. The Offeror may provide a written narrative to explain its methodology for arriving at the firm-fixed price.

VOLUME IV – Solicitation, Proposal and Award Documents and Representations and Certifications

This volume shall include the following:

- Statement that the Offeror's proposal remains valid for a minimum of 120 days from the RFP closing date.
- Solicitation Provisions: The Offeror shall insure that all provisions that require fill-ins are completed. Representation and Certifications shall be completed under the System for Award Management (SAM) located at www.sam.gov/portal/public/SAM/. Hyperlink to current SAM registration shall be provided. It is the Offeror's responsibility that the registration is valid through ultimate contract award date. In the event that registration is not valid through establishment date, Offeror will be deemed unresponsive and ineligible for award.
- The Offeror's contract representative shall sign the SF 1449 and any SF30 Solicitation Amendments, if applicable and include in its Volume V.
- Any other information not identified in Volumes I-IV.

Solicitation, Proposal and Award Documents and Representations & Certifications will not be evaluated adjectivally or assigned a score. For this acquisition, the Government will only evaluate the Offeror's Representations & Certifications for completeness, accuracy, for being current and up-to-date. Any Offeror-imposed terms and conditions which deviate from the Government's material terms and conditions established by the Solicitation, may render the proposal unacceptable, and thus ineligible for award.

E.8 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) 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 shall be used to evaluate offers:

Technical
Past Performance
Price

Technical and past performance, when combined, are slightly more important than price.

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

(c) A written notice of award or acceptance of an offer, mailed or otherwise 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)

EVALUATION OF OFFERS (ADDENDUM TO 52.212-2 – EVALUATIONS – COMMERCIAL ITEMS)

Basis for Award

The Contracting Officer will select the proposal based upon the following:

The Government intends to award a single award IDIQ contract.

An award will be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the three following evaluation factors: Technical, Past Performance, and Price or Cost. The Technical Factor is significantly more important than the Past Performance Factor, which is slightly more important than the Price Factor.

To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical Factor. The non-price factors combined are significantly more important than the Price Factor. Offerors are cautioned that the award may not necessarily be made to the lowest price offered. Offerors will be allowed thirty days to submit proposals (inclusive of a question and answer period).

There will be an established CALR program evaluation team to review all proposals in collaboration with the SAC.

FACTORS TO BE EVALUATED (listed in descending order of importance):

1. TECHNICAL
2. PAST PERFORMANCE
3. PRICE OR COST

EVALUATION APPROACH

The best value trade-off process technique will be used, as described above. The government anticipates two weeks to review proposal submissions.

All proposals, including demonstrations of the product, shall be subject to evaluation by a team of Government personnel. The Government reserves the right to award without discussions based upon the initial evaluation of proposals. The proposals will be evaluated strictly in accordance with its written

content and demonstrated capabilities during the evaluation process. Proposals which merely restate the requirement, or state that the requirement will be met, without providing or demonstrating supporting rationale, are not sufficient. Offerors who fail to meet the minimum requirements of the solicitation will be rated Unacceptable and thus, ineligible for award.

All proposals shall be subject to evaluation by a team of at least three (3) Government personnel. Contents of the written proposals will be evaluated to determine the degree and extent to which the requirements set forth in the RFP and PWS are satisfied.

OVERALL/GENERAL EVALUATION APPROACH

All offers shall be subject to evaluation by a team comprised of Government personnel. The Government reserves the right to award this contract without clarifications or communications based upon the initial evaluation of offers. Offers that merely restate the requirement or state that the requirement will be met with no supporting rationale are not sufficient. Each proposal will be evaluated in strict accordance with its written content. No assumptions will be made by evaluators regarding areas that are not addressed in the Offeror's proposal.

TECHNICAL FACTOR EVALUATION APPROACH

In order to evaluate the technical capability of Offerors, the evaluation process will utilize Volume I of the Offeror's proposal for the IDIQ contract and will consider the following when evaluating the Technical Factor:

Understanding of the Requirements - The offer will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and providing solutions for the requirement and meeting and/or exceeding the requirements presented in the solicitation; and the extent to which uncertainties are identified and resolutions offered.

Completeness - The offer will be evaluated to determine whether the Offeror's approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement has been addressed (i.e. met and/or exceeded) in accordance with the offer submission instructions of the solicitation.

Feasibility of Approach - The offer will be evaluated to determine the extent to which the approach is workable and the end results achievable. The offer will be evaluated to determine the level of confidence provided the Government with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.

The product demonstration shall be evaluated based on the level of functionality, ease of use, and completeness of the proposed solution to satisfy the PWS requirements.

The demonstration shall be evaluated based on how well each of the technical requirements is satisfied by the proposed solution.

PAST PERFORMANCE FACTOR EVALUATION APPROACH

The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the Offeror, its teaming partner(s) if any, and its major subcontractor(s). For the purpose of this solicitation, a major subcontractor is defined as one whose subcontract is for more than 15% of the total price. In either case, the prime contractor and proposed major subcontractor(s) will be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past Performance rating.

The Government will conduct a performance risk assessment based on the quality, recency and relevancy of the Offeror's past performance, as it relates to the probability of successful accomplishment of the current effort. The Government reserves the right to obtain past performance information from any available source (to include commercial) and may contact customers other than those identified by the Offeror when evaluating past performance. The Government may use information provided by the vendor in its offer submission, information in both Government and commercial databases, and other reasonably available information that VA determines is relevant. The more closely the previous/current performance of services matches the solicitation requirements in terms of performance, the more relevant the performance will be considered.

Offerors are cautioned that the Government will review available past performance data available in the Past Performance Information Retrieval System (PPIRS). The Government reserves the right to interview all of the sources provided by the Offeror and/or any other source deemed applicable. The Government will review aspects of price, schedule and performance according to what is available in PPIRS. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided.

In the event that no relevant or recent Past Performance is identified for an Offeror, the Government will rate the Offeror neither favorably nor unfavorably. If the vendor has no recent or relevant past performance, it shall affirmatively state that it possesses no recent or relevant past performance.

PRICE FACTOR EVALUATION APPROACH

The Government will evaluate offers utilizing Price/Cost Schedule to determine monthly rates for each data base category proposed. The proposed number of subscriptions used in B.5 Price/Cost Schedule are provided for price evaluation purposes only. The Government will evaluate total price offered in B.5 Price Schedule based upon the monthly rates established in B.5 Price/Cost Schedule.

The firm fixed prices in Price/Cost Schedule will be incorporated in the IDIQ contract and will be used to determine the firm-fixed –price for each task order for services required in each task order.

E.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (MAR 2015)

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not

completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

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

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

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

“Women-owned small business concern” means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or

subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

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

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 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 <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

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

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a "doing business as" name)

(End of Provision)

E.10 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.11 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (JUL 2013)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of Provision)

E.12 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:
U.S. Department of Veterans Affairs
Strategic Acquisition Center

10300 Spotsylvania Ave
Fredericksburg VA 22408

Mailing Address:
U.S. Department of Veterans Affairs
Strategic Acquisition Center
10300 Spotsylvania Ave
Fredericksburg VA 22408

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

(End of Provision)

E.13 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

E.14 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

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

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

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

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

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

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

E.15 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

E.16 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

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

(End of Provision)

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