

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		BPA NO.		1. CONTRACT ID CODE		PAGE	OF PAGES 86
2. AMENDMENT/MODIFICATION NUMBER A00002		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NUMBER		5. PROJECT NUMBER (if applicable)	
6. ISSUED BY Department of Veterans Affairs Technology Acquisition Center  23 Christopher Way Eatontown NJ 07724		CODE		7. ADMINISTERED BY (If other than Item 6) Department of Veterans Affairs Technology Acquisition Center  23 Christopher Way Eatontown NJ 07724		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)  To all Offerors/Bidders				(X)		9A. AMENDMENT OF SOLICITATION NUMBER VA118-17-R-2091	
						9B. DATED (SEE ITEM 11) X 06/15/2017	
						10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
						10B. DATED (SEE ITEM 13)	
CODE				FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF 84	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA118-17-R-2091	
6. SOLICITATION ISSUE DATE 05-24-2017		7. FOR SOLICITATION INFORMATION CALL: a. NAME Christopher Minetti, Contract Specialist		b. TELEPHONE NO. (No Collect Calls) 732-795-1120		8. OFFER DUE DATE/LOCAL TIME 06-19-2017 1:00 PM EST	
9. ISSUED BY Department of Veterans Affairs Technology Acquisition Center  23 Christopher Way Eatontown NJ 07724				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS: 541511 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)      SIZE STANDARD: \$27.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				15. DELIVER TO See Delivery Schedule			
16. ADMINISTERED BY Department of Veterans Affairs Technology Acquisition Center  23 Christopher Way Eatontown NJ 07724				17a. CONTRACTOR/OFFEROR CODE    FACILITY CODE			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Technology Acquisition Center Financial Services Center PO Box 149971 Austin TX 78714-8971  PHONE:      FAX:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				19. ITEM NO.			
20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY			
22. UNIT				23. UNIT PRICE			
24. AMOUNT				25. ACCOUNTING AND APPROPRIATION DATA    See CONTINUATION Page			
26. TOTAL AWARD AMOUNT (For Govt. Use Only)				27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			
29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:				30a. SIGNATURE OF OFFEROR/CONTRACTOR			
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				30c. DATE SIGNED			
31c. DATE SIGNED				32. AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE			

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 GOVERNING LAW

Federal law and regulations, including the Federal Acquisition Regulations (FAR), shall govern this Contract/Order. Commercial license agreements may be made a part of this Contract/Order but only if both parties expressly make them an addendum hereto. If the commercial license agreement is not made an addendum, it shall not apply, govern, be a part of or have any effect whatsoever on the Contract/Order; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap), any agreement that is otherwise delivered with or provided to the Government with the commercial computer software or documentation (shrinkwrap), or any other license agreement otherwise referred to in any document. If a commercial license agreement is made an addendum, only those provisions addressing data rights regarding the Government's use, duplication and disclosure of data (e.g., restricted computer software) are included and made a part of this Contract/Order, and only to the extent that those provisions are not duplicative or inconsistent with Federal law, Federal regulation, the incorporated FAR clauses and the provisions of this Contract/Order; those provisions in the commercial license agreement that do not address data rights regarding the Government's use, duplication and disclosure of data shall not be included or made a part of the Contract/Order. Federal law and regulation including, without limitation, the Contract Disputes Act (41 U.S.C. § 7101 *et seq.*), the Anti-Deficiency Act (31 U.S.C. § 1341 *et seq.*), the Competition in Contracting Act (41 U.S.C. § 3301 *et seq.*), the Prompt Payment Act (31 U.S.C. § 3901 *et seq.*), Contracts for Data Processing or Maintenance (38 USC § 5725), and FAR clauses 52.212-4, 52.227-14, 52.227-19 shall supersede, control, and render ineffective any inconsistent, conflicting, or duplicative provision in any commercial license agreement. In the event of conflict between this Clause and any provision in the Contract/Order or the commercial license agreement or elsewhere, the terms of this Clause shall prevail. Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ). 28 U.S.C. § 516. At the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation. Any additional changes to the Contract/Order must be made by contract/order modification (Standard Form 30) and shall only be effected by a warranted Contracting Officer. Nothing in this Contract/Order or any commercial license agreement shall be construed as a waiver of sovereign immunity.

**B.2 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: TBD
- b. GOVERNMENT: Contracting Officer 36C10B  
Department of Veterans Affairs  
Technology Acquisition Center

23 Christopher Way  
Eatontown NJ 07724

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

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System  
For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other ☐ [Upon Government Acceptance of Services and

Deliverables as specified in Section B.3 Price Schedule]

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.

Department of Veterans Affairs

Technology Acquisition Center

Financial Services Center

PO Box 149971

Austin TX 78714-8971

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

AMENDMENT NO	DATE

**B.3 SUBCONTRACTING COMMITMENTS--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.

#### **B.4 SUBCONTRACTING PLAN--MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement. 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 the contractor's compliance with the plan, including reviewing the contractor's accomplishments in achieving the subcontracting goals in the plan. 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 the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting plan.



**B.5 PRICE SCHEDULE**

<b>Brand Name or Equal</b> See salient characteristics listed in Section B.6 Product Description					
<b>Base Period- August 1, 2017 through July 31, 2018</b>					
<b>Line Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit price</b>	<b>Total Price</b>
<b>0001</b>	<b>Global Peer Advisory Research Forum and Boards Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
0001AA	Global CIO Research Board	1	EA	\$	\$
0001AB	Global Functional Research Board	4	EA	\$	\$
<b>0002</b>	<b>Senior Executive Level Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
0002AA	Team Leader	10	EA	\$	\$
0002AB	Delegate	1	EA	\$	\$
0002AC	Partner Member or Leader	3	EA	\$	\$
0002AD	Advisor Member	18	EA	\$	\$
<b>0003</b>	<b>Mid-Level Management and Senior Staff Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
0003AA	Team Leader	8	EA	\$	\$
<b>0003AB</b>	<b>Team Leader</b>	<b>2</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
0003AC	Advisor Member	16	EA	\$	\$

<b>0003AD</b>	<b>Advisor Member</b>	<b>1</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
<b>0004</b>	<b>Enterprise/Business Leader Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
0004AA	IT Leaders- Individual Access	20	EA	\$	\$
<del>0004AB</del>	<del>Team Leader</del>	<del>2</del>	<del>EA</del>	<del>\$</del>	<del>\$</del>
<del>0004AC</del>	<del>Advisor Member</del>	<del>1</del>	<del>EA</del>	<del>\$</del>	<del>\$</del>
<b>0005</b>	<b>Technical Professional Subscription (up to 7800 users)</b> <b>Period of Performance- September 26, 2017 through July 31, 2018.</b>	<b>1</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
<b>0006</b>	<b>Quarterly Utilization Report in accordance with PD section 1 Account Administration paragraph b.</b>  Electronic submission due quarterly to: VA PM, CORand CO. Inspection: destination Acceptance: destination	<b>4</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
<b>0007</b>	<b>Monthly Account Meeting Report</b>  Electronic submission due within in five days of the meeting to: VA PM, COR and CO. Inspection: destination Acceptance: destination	<b>12</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
<b>Base Period Total</b>					<b>\$</b>

**Brand Name or Equal**

**See salient characteristics listed in Section B.6 Product Description**

**BASE PERIOD OPTIONAL LINE ITEMS- August 1, 2017 through July 31, 2018.**

These optional tasks may be exercised at any time and from time to time up to the quantity listed during

the base period by the Contracting Officer in accordance with FAR 52.217-7 "Option for Increased Quantity- Separately Priced Line Item." No work shall commence unless and until a formal modification has been issued by the Contracting Officer.

Line Item	Description	Up To QTY	Unit Price Per Month	# of months	Unit of Issue	Extended Price	Total Price
0008	Senior Executive Level Subscription	1	NSP	Not to Exceed (NTE) 4	LO	NSP	NSP
0008AA	IT Executives- CIO Individual Access Period of Performance- April 1, 2018 through July 31, 2018.	1	\$	NTE 4	MO	\$	\$
0008AB	IT Executives- CIO Essentials Individual Access Period of Performance- April 1, 2018 through July 31, 2018.	10	\$	NTE 4	MO	\$	\$
0009	Mid-Level Management and Senior Staff Subscription	1	NSP	NTE 8	LO	NSP	NSP
0009AA	IT Leaders- Individual Access Period of Performance- July 1, 2018 through July 31, 2018.	2	\$	NTE 1	MO	\$	\$
0009AB	Supply Chain Leaders- Individual Access Period of Performance- December 22, 2018 through July 31, 2018.	2	\$	NTE 8	MO	\$	\$
0010	Enterprise/Business Leader Subscription	1	NSP	NTE 4	LO	NSP	NSP
0010AA	IT Leaders- Individual Access Period of Performance- July	3	\$	NTE 1	MO	\$	\$

	<b>1, 2018 through July 31, 2018.</b>						
0010AB	IT Leaders- Individual Access <b>Period of Performance- April 1, 2018 through July 31, 2018.</b>	9	\$	<b>NTE 4</b>	MO	\$	\$
0011	Industry Advisory Services Subscription	1	NSP	<b>NTE 12</b>	LO	NSP	NSP
0011AA	Team Leader <b>Period of Performance- October 1, 2017 through July 31, 2018.</b>	1	\$	<b>NTE 10</b>	MO	\$	\$
0011AB	Advisor Team Member <b>Period of Performance- October 1, 2017 through July 31, 2018.</b>	4	\$	<b>NTE 10</b>	MO	\$	\$
<b>Base Period Optional Task Total</b>							<b>\$</b>
<b>Base Period Grand Total (including optional tasks)</b>							<b>\$</b>

<b>Brand Name or Equal</b>					
See salient characteristics listed in Section B.6Product Description					
<b>Option Period One - August 1, 2018 through July 31, 2019</b>					
This 12-month option may be exercised by the Contracting Officer in accordance with FAR 52.217-9 "Option to Extend the Term of the Contract." No work shall commence unless and until a formal modification has been issued by the Contracting Officer. If exercised, Option Period One shall begin immediately upon expiration of the Base Period.					
Line Item	Description	Qty	Unit	Unit price	Total Price
1001	Global Peer Advisory Research Forum and Boards Subscription	1	LO	NSP	NSP
1001AA	Global CIO Research Board	1	EA	\$	\$

1001AB	Global Functional Research Board	4	EA	\$	\$
<b>1002</b>	<b>Senior Executive Level Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
1002AA	Team Leader	10	EA	\$	\$
1002AB	Delegate	1	EA	\$	\$
1002AC	Partner Member or Leader	3	EA	\$	\$
1002AD	Advisor Member	18	EA	\$	\$
<b>1003</b>	<b>Mid-Level Management and Senior Staff Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
1003AA	Team Leader	8	EA	\$	\$
<b>1003AB</b>	<b>Team Leader</b>	<b>2</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
1003AC	Advisor Member	16	EA	\$	\$
<b>1003AD</b>	<b>Advisor Member</b>	<b>1</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
<b>1004</b>	<b>Enterprise/Business Leader Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
1004AA	IT Leaders- Individual Access	20	EA	\$	\$
<del>1004AB</del>	<del>Team Leader</del>	<del>2</del>	<del>EA</del>	<del>\$</del>	<del>\$</del>
<del>1004AC</del>	<del>Advisor Member</del>	<del>4</del>	<del>EA</del>	<del>\$</del>	<del>\$</del>
<b>1005</b>	<b>Technical Professional Subscription (up to 7800 users)</b>	<b>1</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
<b>1006</b>	<b>Quarterly Utilization Report in accordance with PD section 1 Account</b>	<b>4</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>

	<b>Administration paragraph b.</b>  Electronic submission due quarterly to: VA PM, COR and CO. Inspection: destination Acceptance: destination				
<b>1007</b>	<b>Monthly Account Meeting Report</b>  Electronic submission due within in five days of the meeting to: VA PM, COR and CO. Inspection: destination Acceptance: destination	<b>12</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
<b>Option Period One Total</b>					<b>\$</b>

<b>Brand Name or Equal</b> See salient characteristics listed in Section B.6 Product Description							
<b>OPTION PERIOD ONE OPTIONAL LINE ITEMS- August 1, 2018 through July 31, 2019</b> These optional tasks may be exercised at any time and from time to time up to the quantity listed during the option period by the Contracting Officer in accordance with FAR 52.217-7 "Option for Increased Quantity- Separately Priced Line Item." No work shall commence unless and until a formal modification has been issued by the Contracting Officer.							
<b>Line Item</b>	<b>Description</b>	<b>Up To QTY</b>	<b>Unit Price Per Month</b>	<b># of months</b>	<b>Unit of Issue</b>	<b>Extended Price</b>	<b>Total Price</b>
<b>1008</b>	<b>Global Peer Advisory Research Forum and Boards Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
1008AA	Global CIO Research Board	1	\$	NTE 12	MO	\$	\$
1008AB	Global Functional Research Board	4	\$	NTE 12	MO	\$	\$
<b>1009</b>	<b>Senior Executive Level Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>

1009AA	Team Leader	10	\$	NTE 12	MO	\$	\$
1009AB	Delegate	1	\$	NTE 12	MO	\$	\$
1009AC	Partner Member or Leader	3	\$	NTE 12	MO	\$	\$
1009AD	Advisor Member	18	\$	NTE 12	MO	\$	\$
1009AE	IT Executives- CIO Individual Access	1	\$	NTE 12	MO	\$	\$
1009AF	IT Executives- CIO Essentials Individual Access	10	\$	NTE 12	MO	\$	\$
<b>1010</b>	<b>Mid-Level Management and Senior Staff Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
1010AA	Team Leader	8	\$	NTE 12	MO	\$	\$
1010AB	Advisor Member	16	\$	NTE 12	MO	\$	\$
1010AC	IT Leaders- Individual Access	2	\$	NTE 12	MO	\$	\$
1010AD	Supply Chain Leaders- Individual Access	2	\$	NTE 12	MO	\$	\$
<b>1011</b>	<b>Enterprise/Business Leader Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
1011AA	IT Leaders- Individual Access	37	\$	NTE 12	MO	\$	\$

<b>1012</b>	<b>Industry Advisory Services Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
1012AA	Team Leader	1	\$	NTE 12	MO	\$	\$
1012AB	Advisor Team Member	4	\$	NTE 12	MO	\$	\$
<b>Option Period One Optional Task Total</b>							<b>\$</b>
<b>Option Period One Grand Total (including optional tasks)</b>							<b>\$</b>

<b>Brand Name or Equal</b>					
See salient characteristics listed in Section B.6 Product Description					
<b>Option Period Two- August 1, 2019 through July 31, 2020</b>					
This 12-month option may be exercised by the Contracting Officer in accordance with FAR 52.217-9 "Option to Extend the Term of the Contract." No work shall commence unless and until a formal modification has been issued by the Contracting Officer. If exercised, Option Period Two shall begin immediately upon expiration of Option Period One.					
<b>Line Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit price</b>	<b>Total Price</b>
<b>2001</b>	<b>Global Peer Advisory Research Forum and Boards Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
2001AA	Global CIO Research Board	1	EA	\$	\$
2001AB	Global Functional Research Board	4	EA	\$	\$
<b>2002</b>	<b>Senior Executive Level Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
2002AA	Team Leader	10	EA	\$	\$
2002AB	Delegate	1	EA	\$	\$
2002AC	Partner Member or Leader	3	EA	\$	\$



2002AD	Advisor Member	18	EA	\$	\$
<b>2003</b>	<b>Mid-Level Management and Senior Staff Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
2003AA	Team Leader	8	EA	\$	\$
<b>2003AB</b>	<b>Team Leader</b>	<b>2</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
2003AC	Advisor Member	16	EA	\$	\$
<b>2003AD</b>	<b>Advisor Member</b>	<b>1</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
<b>2004</b>	<b>Enterprise/Business Leader Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
2004AA	IT Leaders- Individual Access	20	EA	\$	\$
<del>2004AB</del>	<del>Team Leader</del>	<del>2</del>	<del>EA</del>	<del>\$</del>	<del>\$</del>
<del>2004AC</del>	<del>Advisor Member</del>	<del>1</del>	<del>EA</del>	<del>\$</del>	<del>\$</del>
<b>2005</b>	<b>Technical Professional Subscription (up to 7800 users)</b>	<b>1</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
<b>2006</b>	<b>Quarterly Utilization Report in accordance with PD section 1 Account Administration paragraph b.</b>  Electronic submission due quarterly to: VA PM, COR and CO. Inspection: destination Acceptance: destination	<b>4</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
<b>2007</b>	<b>Monthly Account Meeting Report</b>  Electronic submission due within in five days of the meeting to:	<b>12</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>

	VA PM, COR and CO. Inspection: destination Acceptance: destination				
<b>Option Period Two Total</b>					\$

<b>Brand Name or Equal</b> See salient characteristics listed in Section B.6 Product Description							
<b>OPTION PERIOD TWO OPTIONAL LINE ITEMS- August 1, 2019 through July 31, 2020</b> These optional tasks may be exercised at any time and from time to time up to the quantity listed during the option period by the Contracting Officer in accordance with FAR 52.217-7 "Option for Increased Quantity- Separately Priced Line Item." No work shall commence unless and until a formal modification has been issued by the Contracting Officer.							
Line Item	Description	Up To QTY	Unit Price Per Month	# of months	Unit of Issue	Extended Price	Total Price
<b>2008</b>	<b>Global Peer Advisory Research Forum and Boards Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
2008AA	Global CIO Research Board	1	\$	NTE 12	MO	\$	\$
2008AB	Global Functional Research Board	4	\$	NTE 12	MO	\$	\$
<b>2009</b>	<b>Senior Executive Level Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
2009AA	Team Leader	10	\$	NTE 12	MO	\$	\$
2009AB	Delegate	1	\$	NTE 12	MO	\$	\$
2009AC	Partner Member or Leader	3	\$	NTE 12	MO	\$	\$
2009AD	Advisor Member	18	\$	NTE 12	MO	\$	\$
2009AE	IT Executives- CIO Individual Access	1	\$	NTE 12	MO	\$	\$

2009AF	IT Executives- CIO Essentials Individual Access	10	\$	NTE 12	MO	\$	\$
<b>2010</b>	<b>Mid-Level Management and Senior Staff Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
2010AA	Team Leader	8	\$	NTE 12	MO	\$	\$
2010AB	Advisor Member	16	\$	NTE 12	MO	\$	\$
2010AC	IT Leaders- Individual Access	2	\$	NTE 12	MO	\$	\$
2010AD	Supply Chain Leaders- Individual Access	2	\$	NTE 12	MO	\$	\$
<b>2011</b>	<b>Enterprise/Business Leader Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
2011AA	IT Leaders- Individual Access	82	\$	NTE 12	MO	\$	\$
<b>2012</b>	<b>Industry Advisory Services Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
2012AA	Team Leader	1	\$	NTE 12	MO	\$	\$
2012AB	Advisor Team Member	4	\$	NTE 12	MO	\$	\$
<b>Option Period Two Optional Task Total</b>							<b>\$</b>
<b>Option Period Two Grand Total (including optional tasks)</b>							<b>\$</b>

**Brand Name or Equal**

See salient characteristics listed in Section B.6 Product Description

**Option Period Three- August 1, 2020 through July 31, 2021**

This 12-month option may be exercised by the Contracting Officer in accordance with FAR 52.217-9 "Option to Extend the Term of the Contract." No work shall commence unless and until a formal modification has been issued by the Contracting Officer. If exercised, Option Period Three shall begin immediately upon expiration of the Option Period Two.

<b>Line Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit price</b>	<b>Total Price</b>
<b>3001</b>	<b>Global Peer Advisory Research Forum and Boards Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
3001AA	Global CIO Research Board	1	EA	\$	\$
3001AB	Global Functional Research Board	4	EA	\$	\$
<b>3002</b>	<b>Senior Executive Level Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
3002AA	Team Leader	10	EA	\$	\$
3002AB	Delegate	1	EA	\$	\$
3002AC	Partner Member or Leader	3	EA	\$	\$
3002AD	Advisor Member	18	EA	\$	\$
<b>3003</b>	<b>Mid-Level Management and Senior Staff Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
3003AA	Team Leader	8	EA	\$	\$
<b>3003AB</b>	<b>Team Leader</b>	<b>2</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
3003AC	Advisor Member	16	EA	\$	\$
<b>3003AD</b>	<b>Advisor Member</b>	<b>1</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>

<b>3004</b>	<b>Enterprise/Business Leader Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
3004AA	IT Leaders- Individual Access	20	EA	\$	\$
<del>3004AB</del>	<del>Team Leader</del>	<del>2</del>	<del>EA</del>	<del>\$</del>	<del>\$</del>
<del>3004AC</del>	<del>Advisor Member</del>	<del>1</del>	<del>EA</del>	<del>\$</del>	<del>\$</del>
<b>3005</b>	<b>Technical Professional Subscription (up to 7800 users)</b>	<b>1</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
<b>3006</b>	<b>Quarterly Utilization Report in accordance with PD section 1 Account Administration paragraph b.</b>  Electronic submission due quarterly to: VA PM, COR and CO. Inspection: destination Acceptance: destination	<b>4</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
<b>3007</b>	<b>Monthly Account Meeting Report</b>  Electronic submission due within in five days of the meeting to: VA PM, COR and CO. Inspection: destination Acceptance: destination	<b>12</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
<b>Option Period Three Total</b>					<b>\$</b>

<b>Brand Name or Equal</b>							
See salient characteristics listed in Section B.6 Product Description							
<b>OPTION PERIOD THREE OPTIONAL LINE ITEMS- August 1, 2020 through July 31, 2021</b> These optional tasks may be exercised at any time and from time to time up to the quantity listed during the option period by the Contracting Officer in accordance with FAR 52.217-7 "Option for Increased Quantity- Separately Priced Line Item." No work shall commence unless and until a formal modification has been issued by the Contracting Officer.							
<b>Line Item</b>	<b>Description</b>	<b>Up To QTY</b>	<b>Unit Price Per Month</b>	<b># of months</b>	<b>Unit of Issue</b>	<b>Extended Price</b>	<b>Total Price</b>

<b>3008</b>	<b>Global Peer Advisory Research Forum and Boards Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
3008AA	Global CIO Research Board	1	\$	NTE 12	MO	\$	\$
3008AB	Global Functional Research Board	4	\$	NTE 12	MO	\$	\$
<b>3009</b>	<b>Senior Executive Level Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
3009AA	Team Leader	10	\$	NTE 12	MO	\$	\$
3009AB	Delegate	1	\$	NTE 12	MO	\$	\$
3009AC	Partner Member or Leader	3	\$	NTE 12	MO	\$	\$
3009AD	Advisor Member	18	\$	NTE 12	MO	\$	\$
3009AE	IT Executives- CIO Individual Access	1	\$	NTE 12	MO	\$	\$
3009AF	IT Executives- CIO Essentials Individual Access	10	\$	NTE 12	MO	\$	\$
<b>3010</b>	<b>Mid-Level Management and Senior Staff Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
3010AA	Team Leader	8	\$	NTE 12	MO	\$	\$
3010AB	Advisor Member	16	\$	NTE 12	MO	\$	\$

3010AC	IT Leaders- Individual Access	2	\$	NTE 12	MO	\$	\$
3010AD	Supply Chain Leaders- Individual Access	2	\$	NTE 12	MO	\$	\$
<b>3011</b>	<b>Enterprise/Business Leader Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
3011AA	IT Leaders- Individual Access	127	\$	NTE 12	MO	\$	\$
<b>3012</b>	<b>Industry Advisory Services Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
3012AA	Team Leader	1	\$	NTE 12	MO	\$	\$
3012AB	Advisor Team Member	4	\$	NTE 12	MO	\$	\$
<b>Option Period Three Optional Task Total</b>							<b>\$</b>
<b>Option Period Three Grand Total (including optional tasks)</b>							<b>\$</b>

<b>Brand Name or Equal</b>					
See salient characteristics listed in Section B.6 Product Description					
<b>Option Period Four- August 1, 2021 through July 31, 2022</b>					
This 12-month option may be exercised by the Contracting Officer in accordance with FAR 52.217-9 "Option to Extend the Term of the Contract." No work shall commence unless and until a formal modification has been issued by the Contracting Officer. If exercised, Option Period Four shall begin immediately upon expiration of the Option Period Three.					
<b>Line Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit price</b>	<b>Total Price</b>
<b>4001</b>	<b>Global Peer Advisory Research Forum and Boards Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
4001AA	Global CIO Research Board	1	EA	\$	\$

4001AB	Global Functional Research Board	4	EA	\$	\$
<b>4002</b>	<b>Senior Executive Level Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
4002AA	Team Leader	10	EA	\$	\$
4002AB	Delegate	1	EA	\$	\$
4002AC	Partner Member or Leader	3	EA	\$	\$
4002AD	Advisor Member	18	EA	\$	\$
<b>4003</b>	<b>Mid-Level Management and Senior Staff Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
4003AA	Team Leader	8	EA	\$	\$
<b>4003AB</b>	<b>Team Leader</b>	<b>2</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
4003AC	Advisor Member	16	EA	\$	\$
<b>4003AD</b>	<b>Advisor Member</b>	<b>1</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
<b>4004</b>	<b>Enterprise/Business Leader Subscription</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
4004AA	IT Leaders- Individual Access	20	EA	\$	\$
<del>4004AB</del>	<del>Team Leader</del>	<del>2</del>	<del>EA</del>	<del>\$</del>	<del>\$</del>
<del>4004AC</del>	<del>Advisor Member</del>	<del>4</del>	<del>EA</del>	<del>\$</del>	<del>\$</del>
<b>4005</b>	<b>Technical Professional Subscription (up to 7800 users)</b>	<b>1</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
<b>4006</b>	<b>Quarterly Utilization Report in accordance with PD section 1 Account</b>	<b>4</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>



	<b>Administration paragraph b.</b>  Electronic submission due quarterly to: VA PM, COR and CO. Inspection: destination Acceptance: destination				
<b>4007</b>	<b>Monthly Account Meeting Report</b>  Electronic submission due within in five days of the meeting to: VA PM, COR and CO. Inspection: destination Acceptance: destination	<b>12</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
<b>Option Period Four Total</b>					<b>\$</b>

<b>Brand Name or Equal</b> See salient characteristics listed in Section B.6 Product Description							
<b>OPTION PERIOD FOUR OPTIONAL LINE ITEMS- August 1, 2021 through July 31, 2022</b> These optional tasks may be exercised at any time and from time to time up to the quantity listed during the option period by the Contracting Officer in accordance with FAR 52.217-7 "Option for Increased Quantity- Separately Priced Line Item." No work shall commence unless and until a formal modification has been issued by the Contracting Officer.							
Line Item	Description	Up To QTY	Unit Price Per Month	# of months	Unit of Issue	Extended Price	Total Price
<b>4008</b>	<b>Global Peer Advisory Research Forum and Boards Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
4008AA	Global CIO Research Board	1	\$	NTE 12	MO	\$	\$
4008AB	Global Functional Research Board	4	\$	NTE 12	MO	\$	\$
<b>4009</b>	<b>Senior Executive Level Subscription</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>	<b>NSP</b>
4009AA	Team Leader	10	\$	NTE 12	MO	\$	\$

4009AB	Delegate	1	\$	NTE 12	MO	\$	\$
4009AC	Partner Member or Leader	3	\$	NTE 12	MO	\$	\$
4009AD	Advisor Member	18	\$	NTE 12	MO	\$	\$
4009AE	IT Executives- CIO Individual Access	1	\$	NTE 12	MO	\$	\$
4009AF	IT Executives- CIO Essentials Individual Access	10	\$	NTE 12	MO	\$	\$
<b>4010</b>	<b>Mid-Level Management and Senior Staff Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
4010AA	Team Leader	8	\$	NTE 12	MO	\$	\$
4010AB	Advisor Member	16	\$	NTE 12	MO	\$	\$
4010AC	IT Leaders- Individual Access	2	\$	NTE 12	MO	\$	\$
4010AD	Supply Chain Leaders- Individual Access	2	\$	NTE 12	MO	\$	\$
<b>4011</b>	<b>Enterprise/Business Leader Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
4011AA	IT Leaders- Individual Access	171	\$	NTE 12	MO	\$	\$
<b>4012</b>	<b>Industry Advisory Services Subscription</b>	<b>1</b>	<b>NSP</b>	<b>NTE 12</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
4012AA	Team Leader	1	\$	NTE 12	MO	\$	\$

4012AB	Advisor Team Member	4	\$	NTE 12	MO	\$	\$
<b>Option Period Four Optional Task Total</b>							<b>\$</b>
<b>Option Period Four Grand Total (including optional tasks)</b>							<b>\$</b>
<b>Grand Total (including the base period, all options, and all optional tasks)</b>							<b>\$</b>

**Inspection:** Destination

**Acceptance:** Destination

**Free on Board (FOB):** Destination

**Ship To and Mark For:** All subscriptions and deliverables shall be delivered electronically by email.

## **B.6 PRODUCT DESCRIPTION**



### **PRODUCT DESCRIPTION**

**DEPARTMENT OF VETERANS AFFAIRS (VA)  
Office of Information & Technology**

**VA Enterprise Information Technology (IT) Research and Advisory Services**

**Date: April 26, 2017  
TAC-17-41265  
Version Number: 1.11**

## PRODUCT DESCRIPTION

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### **1.0 REQUIREMENTS (Base year and each of four option years)**

The mission of the Department of Veterans Affairs (VA) is to provide excellent benefits and services to the Veterans of the United States. In meeting these goals, the three VA administrations (Veterans Health Administration, Veterans Benefits Administration, and National Cemetery Administration) as well as staff offices, to include the Office of Information and Technology (OI&T), continually strive to provide high quality, effective, and efficient business, benefits, cemetery/burial, healthcare and technology processes and services to those responsible for providing care to the Veterans, at the point-of-care as well as throughout all the points of the Veterans' care, in an effective, timely and compassionate manner. VA is responsible for ensuring the efficient and effective operation of its assets and resources to meet the mission requirements of the VA's Secretary, Under Secretaries, Assistant Secretaries, and other key officials. VA Enterprise Information Technology (IT) Research and Advisory subscription services are needed to help VA accomplish its mission and initiatives, build a well-trained and informed workforce, and improve assistance and guidance to programs and projects across all of VA.

#### **Account Administration**

The Contractor shall provide a dedicated account team and an account manager to serve as the liaison between VA and the research advisory Contractor services. The dedicated account team shall possess a thorough understanding of VA's mission, its strategic objectives, and its vision in order to best map its services to the Agency's needs. The account team shall also possess a broad understanding of VA's infrastructure, architecture, and business processes.

The Contractor shall:

- a) Provide oversight and tracking of all VA consulting requests to ensure consulting services are scheduled within 5 to 10 business days of receipt of VA request.
- b) Provide a Quarterly Utilization Report that details the utilization of each service provided by the Contractor. The report shall provide detailed usage statistics of the On-Line Library/Repository, End-User Training attendance, completed and scheduled Briefings/Webinars, Events, and Conferences including attendance, and a summary of all Consulting Service Requests.
- c) Conduct monthly Account Meetings with VA to review services, research inquiries, optimization of services, and utilization report. The meetings may be conducted virtually or onsite at VA facilities located at VA Central Office (VACO), 810 Vermont Ave. NW, Washington, DC 20420. The Contractor shall provide a Monthly Account Meeting Report that includes recommendations and insight into new approaches to meet the demands of VA's challenges and ways to improve

the usefulness and utilization of the products and services provided by this contract.

- d) Provide appropriate Contractor resources to support specific research requirements, such as on-site discussions to address the client's key topics including but not limited to security architecture, IT standards, and business transformation, etc. Ensure that adequate, fully qualified Contractor resources are available to support all VA requirements and service requests as specified within this product description (PD).
- e) Ensure that the Contractor and Contractor staff abide by a set of ethics to ensure the highest standards of business practice. These ethics shall include ensuring the confidentiality of its client's information, as well as ensuring that there is no conflict of interest and analysts/staff have no vested interest in a particular technology or business practice.
- f) Provide access to a large base of expert analysts focused on a variety of IT and business related research areas.
- g) Provide authoritative insight that is independent, accurate, and unbiased.
- h) Provide access to subject matter experts (SMEs) and analysts, and shall provide forums for collaboration and networking with Government and private sector peers to VA.
- i) Provide enterprise research and advisory services to VA in the following areas of Healthcare, IT, and Business Management in providing and supporting the health and welfare of Veterans:
  - a. Healthcare shall cover the current Government and evolving Healthcare delivery trends in the following areas to include: cloud computing, mobility, security, infrastructure, operations, portfolio management, applications, telecommunications, customer relationship management, change control management, enterprise resource planning, and supply chain management software.
  - b. IT shall cover the areas of emerging, current, evolving and legacy technologies to determine new ways that technology can be applied to improve support for the VA Mission and initiatives and technical topics impacting VA technologies across the enterprise. Current technical topics impacting VA include: cloud computing, application management/platforms, identity and access management, information security/privacy, networks, telecommunications mobility, infrastructure and operations, data centers, data management and analysis, content and collaboration technologies, business intelligence and information management, information systems, advanced system analysis and engineering, business process improvement, enterprise architecture, program and portfolio management, security and risk management, and sourcing and vendor relationships.
  - c. Business Management shall cover the areas of business intelligence and emerging management practices with specific emphasis on assessing

government organization structure and processes, governance, sourcing and vendor relationships and partnerships, information management and analytics, big data and data mining, security, application management, supply chain strategies, and industry insurance advisory services.

The Optional Line Item Not-to-Exceed (NTE) Quantities specified in the table below may be exercised at any time during the life of the contract (base or option periods) and shall include all requirements listed in the PD (including those exercised for less than a full year). Subscriptions (both Base and Optional) will be renewed annually at the Government's discretion. The period of performance is 12 months from date of award, with four 12-month option periods. All subscriptions shall be provided within five days from time of award. The Contractor shall provide the required electronic research and advisory subscriptions and access based on the listing of individuals that require those subscriptions by the Government.

Description	Base and Option Period Subscription Quantities	Optional Line Item NTE Subscription Quantities
<b>Gartner Global Peer Advisory Research Forum and Boards Subscriptions or equivalent:</b>  <u>Gartner Global CIO Research Board</u> <u>Gartner Global Functional Research Board:</u> IT Infrastructure and Operations Information Security IT Financial Management IT Sourcing and Supplier Management	    1 4	    1 4

Description	Base and Option Period Subscription Quantities	Optional Line Item NTE Subscription Quantities
<b>Gartner Senior Executive Level Subscriptions or equivalent:</b>		
<u>Gartner Executive Programs Leadership Team:</u>		
Team Leader Subscription	10	10
Delegate Subscription	1	1
Partner Member or Leader Subscription	3	3
Advisor Member Subscription	18	18
<u>Gartner for IT Executives - CIO:</u>		
Individual Access Subscription	0	1
<u>Gartner for IT Executives - CIO Essentials:</u>		
Individual Access Subscription	0	10
<b>Mid-Level Management and Senior Staff Subscriptions or equivalent:</b>		
<u>Gartner for Enterprise IT Leadership Team:</u>		
Team Leader Subscription	10	8
Advisor Member Subscription	17	16
<u>Gartner for Enterprise IT Leaders:</u>		
Individual Access Subscription	0	2
<u>Gartner for Enterprise Supply Chain Leaders:</u>		
Individual Access Subscription	0	2



Description	Base and Option Period Subscription Quantities	Optional Line Item NTE Subscription Quantities
<b>Enterprise/Business Leader Subscriptions or equivalent</b>  <u>Gartner for IT Leaders</u> Individual Access Subscription  <u>Gartner for Enterprise IT Leadership Team:</u> <u>Team Leader Subscription</u> <u>Advisor Member Subscription</u>	   20  2 4	   171  0 0
<b>Technical Professionals Subscriptions or equivalent</b>  Burton Classic IT1 Research (up to 7,800 employees)	  1	  N/A
<b>Industry Advisory Services Subscriptions or equivalent</b>  <u>Industry Advisory Services Leadership Team:</u> Team Leader Subscription Advisor Team Member Subscription	  0 0	  1 4

### **SALIENT CHARACTERISTICS:**

#### **Global Peer Advisory Research Forum and Boards Subscriptions:**

The Research Board is a peer advisory research group that provides access to resources essential for transformative leadership, collaboration through networking and driving mission-critical priorities in terms of budget, assets, and challenges. The value of the board membership revolves around better decision making, the surfacing of best practices, gaining foresight into future information technology issues and challenges faced by peers, and understanding how other large enterprises are managing costs and complexities of their environments. The Research Board should be chaired by an internal executive research community with distinctive services highly tailored to meet the needs of the most senior-level IT executives of large end-user enterprises, large

government agencies, and nonprofit organizations and is intended to assist them in operating their organizations as cost-effectively as possible.

- a) Peer Survey Participation
- b) Three (3) Research Board Meetings for the following subscriptions:
  - a. Global CIO Research Board
  - b. Global Functional Board for IT Infrastructure and Operations
- c) Two (2) Research Board Meetings for the following subscriptions:
  - a. Global Functional Board for IT Sourcing and Supplier Management
  - b. Global Functional Board for Information Security
  - c. Global Functional Board for IT Financial Management
- d) Briefings on Missed Board Meetings
- e) Four Global CIO Research Board Reports for Global CIO Board
- f) Three Research Board Studies for IT Infrastructure & Operations
- g) Two Research Board Studies for Information Security, IT Sourcing and Supplier Management, and IT Financial Management, respectively
- h) IT Executives and IT Leaders Content
- i) One Onsite Team Briefing
- j) Hosted Conference with Global CIO Level Access
- k) Member-to-Member Connections
- l) Periodic Workshops and Local Meetings for Member and Team Member
- m) Analysts Access & Inquiry
  - a. Minimum 8-5 Monday thru Friday availability access to a large base of expert research analysts through phone, Web, email or in person.
  - b. Industry-leading subject matter expert analysts with 10 or more years of industry experience and in large departmental-level federal agencies similar to the Department of Veterans Affairs and/or postgraduate degrees, and are currently engaged in multiple one-to-one client interactions, inquiries, and document (i.e. strategy, contract) reviews.

### **Senior Executive Level Subscriptions**

- a) Assigned Service Delivery Team or Team Client Manager
- b) Value Reviews
- c) Team Workshop
- d) Analysts Access & Inquiry
  - a. Minimum 8-5 Monday thru Friday availability access to a large base of expert research analysts through phone, Web, email or in person
  - b. Industry-leading subject matter expert analysts with 10 or more years of industry experience and in large departmental-level federal agencies similar to the Department of Veterans Affairs and/or postgraduate degrees, and are currently engaged in multiple one-to-one client interactions, inquiries, and document (i.e. strategy, contract) reviews.
- e) Analyst Briefing
- f) Hosted Conference with Executive Level VIP Access

- g) Executive Programs Events
- h) Peer Networking
- i) Leadership Development Research and Related Content
- j) IT Leaders Research and Related Content
- k) IT Key Metrics Data
- l) Executive Level Research and Related Content
- m) Talking Technology Series

The Leadership Team subscription is equivalent to the individual access subscriptions in terms of research and analyst inquiry and enables access related to specific roles in a team environment (i.e., a Team Leader and Team Members).

IT Executives – CIO subscription includes the characteristics listed above (a-m) and provides ongoing research and advisory services for the most senior-level technology executives of complex organizations or enterprises whose business models rely heavily on IT.

IT Executives – CIO Essentials subscription includes the characteristics listed above (a-m) and is the level below the IT Executives – CIO subscription intended to assist the most senior level IT executives in operating their business as cost-effectively as possible.

### **Mid-Level Management and Senior Staff Subscriptions**

- a) Assigned Service Delivery Team or Team Client Manager
- b) Core IT Research. Covering Information technology management, healthcare and business management research and advisory services within the context of major Government programs, current federal legislation, policy, standards, and guidelines.
- c) Member Value Plan
- d) Role-specific IT Research
- e) Annual Onsite Meeting
- f) Selected Vendor Reports
- g) Facilitated Peer Networking & Community Events
- h) Diagnostic Tools, Templates, and Case Studies
- i) Analysts Access & Inquiry
  - a. Minimum 8-5 Monday thru Friday availability access to a large base of expert research analysts through phone, Web, email or in person
  - b. Industry-leading subject matter expert analysts with 10 or more years of industry experience and in large departmental-level federal agencies similar to the Department of Veterans Affairs and/or postgraduate degrees, and are currently engaged in multiple one-to-one client interactions, inquiries, and document (i.e. strategy, contract) reviews.
- j) Weekly Picks & News Analysis

- k) Team Inquiry
- l) Analyst Webinars
- m) IT Key Metrics Data
- n) Summit Event Ticket
- o) Talking Technology Series
- p) Key Insight Document Share
- q) Event Highlights

The Leadership Team subscription is equivalent to the individual access subscriptions in terms of research and analyst inquiry and enables access related to specific roles in a team environment (i.e., a Team Leader and Team Members).

Enterprise IT Leaders subscription includes the characteristics listed above (a-q) and is for senior IT leaders in large, complex enterprises who are managing IT functions that fall under one of the following areas (Applications, Enterprise Architecture, Infrastructure & Operations, Security & Risk Management , and Sourcing & Vendor Management) for a business unit or the entire enterprise.

Enterprise Supply Chain Leaders subscription includes the characteristics listed above (a-q) and is for senior supply chain leaders in large, complex enterprises who are managing supply chain functions for a business unit or the entire enterprise.

### **Enterprise/Business Leader Subscriptions**

- a) Core IT Research
- b) Analyst Webinars
- c) Role-Specific IT Research
- d) Peer Networking
- e) IT Key Metrics Data
- f) Talking Technology Series
- g) Diagnostic Tools, Templates, and Case Studies
- h) Analysts Access & Inquiry
  - a. Minimum 8-5 Monday thru Friday availability access to a large base of expert research analysts through phone, Web, email or in person
  - b. Industry-leading subject matter expert analysts with 10 or more years of industry experience and in large departmental-level federal agencies similar to the Department of Veterans Affairs and/or postgraduate degrees, and are currently engaged in multiple one-to-one client interactions, inquiries, and document (i.e. strategy, contract) reviews.
- i) Selected Vendor Reports
- j) Team Inquiry
- k) Weekly Picks and News Analysis
- l) Summit Event Ticket

- m) Key Insights Document Share
- n) Event Highlights
- o) Information technology management, healthcare and business management research and advisory services within the context of major Government programs, current federal legislation, policy, standards, and guidelines.

~~The Leadership Team subscription is equivalent to the individual access subscriptions in terms of research and analyst inquiry and enables access related to specific roles in a team environment (i.e., a Team Leader and Team Members).~~

### **Technical Professionals Subscriptions**

- a) Published Research — Focuses on application platforms, collaboration and content management, data center, data management, identity and privacy, network and telecom, and security and risk management.
- b) IT1 Reference Architecture — In-depth library of content that guides technology architecture decisions.
- c) Webinars — Periodic Web conferences where Analysts speak on timely topics in information technology and then solicit questions from listeners.
- d) Analyst Dialogues — Access to Analysts associated with the Service purchased by Client. Participation in Analyst Dialogues, the scheduling of which may, at vendor's discretion, be facilitated by two (2) client representatives.
- e) Event Tickets — Tickets that entitle the Licensed User to register for one (1) admission to a Catalyst Event as specified in the Ticket Letter e-mailed to Client.
- f) Analyst Onsite Dialogue — Access to one (1) Analyst that supports the Service for one (1) half-day of Onsite Dialogues, to be scheduled at VA's location. Travel costs shall be included in firm fixed price.
- g) Research accessible through a web-based interface, 24x7x365.

### **Industry Advisory Services Subscriptions**

- a) Research Content
  - a. Industry-specific Technology Research
  - b. IT Leaders Research
  - c. Select Ivy League level Press Content
- b) Inquiry Access
  - a. Standard Analyst Inquiry provides access to Industry Analysts for the Industry sector pre-selected.

### **INFORMATION SECURITY CONSIDERATIONS:**

The Certification and Authorization (C&A) requirements do not apply and a Security Accreditation Package is not required.

**POINTS OF CONTACT:**

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## SECTION C - CONTRACT CLAUSES

### C.1 ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS— COMMERCIAL ITEMS

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

(End of Clause)

### C.2 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)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.212-4	CONTRACT TERMS AND CONDITIONS— COMMERCIAL ITEMS	JAN 2017
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS	APR 2014
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.203- 99DEV	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION)	FEB 2015
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL INDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

### **C.3 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)**

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

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.



(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of Clause)

#### **C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)**

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

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

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to

implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

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

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

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

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

☒ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

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

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

- ☒ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☒ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☒ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

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

- [X] (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).
- [] (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [] (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- [] (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- [] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [] (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- [] (ii) Alternate I (OCT 2015) of 52.223-13.
- [] (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- [] (ii) Alternate I (JUN 2014) of 52.223-14.
- [] (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- [] (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- [] (ii) Alternate I (JUN 2014) of 52.223-16.
- [X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- [] (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- [] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- [] (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- [] (ii) Alternate I (JAN 2017) of 52.224-3.
- [] (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- [] (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- [] (ii) Alternate I (MAY 2014) of 52.225-3.
- [] (iii) Alternate II (MAY 2014) of 52.225-3.
- [] (iv) Alternate III (MAY 2014) of 52.225-3.
- [] (50) 52.225–5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [] (52) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☒ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

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

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

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

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

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

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

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

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

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

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☐ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

**C.5 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

**C.6 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 prior to the contract completion date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 60 months.

(End of Clause)

**C.7 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.8 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.9 VAAR 852.211-73 BRAND NAME OR EQUAL(JAN 2008)**

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this request for proposals (RFP) have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Proposals offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the quotes and are determined by the Government to meet fully the salient characteristics requirements listed in the RFP.

(b) Unless the offeror clearly indicates in the quote that the offeror is offering an "equal" product, the quote shall be considered as offering a brand name product referenced in the RFP.

(c)(1) If the offeror proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the RFP, or such product shall be otherwise clearly identified in the quote. The evaluation of quotes and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the offeror or identified in its quote as well as other information reasonably available to the purchasing activity. CAUTION TO OFFERORS. The purchasing activity is not responsible for locating or securing any information that is not identified in the quote and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the offeror must furnish as a part of its quote all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

(i) Determine whether the product offered meets the salient characteristics requirement of the RFP, and

(ii) Establish exactly what the offeror proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the offeror proposes to modify a product so as to make it conform to the requirements of the RFP, he/she shall:

(i) Include in his/her quote a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after the offeror due date/time to make a product conform to a brand name product referenced in the RFP will not be considered.

(End of Clause)

#### **C.10 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

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

(End of Clause)

#### **C.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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

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

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

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

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

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

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

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment

requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

#### **C.12 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)

#### **C.13 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

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

(End of Provision)

#### **C.14 MANDATORY WRITTEN DISCLOSURES**

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

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

None

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS

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

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

### E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	JAN 2017
52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.214-21	DESCRIPTIVE LITERATURE	APR 2002
52.217-5	EVALUATION OF OPTIONS	JUL 1990

### E.3 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION (JAN 2017)

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

*Internal confidentiality agreement or statement, subcontract, and subcontractor,* are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

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

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

(d) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

#### **E.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)**

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

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

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

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

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

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

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

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

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

(2) *Examples.*

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

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

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

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**(End of Provision)**

**E.5 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 FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

#### **E.6 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

#### **E.7 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:

Department of Veterans Affairs  
Technology Acquisition Center

23 Christopher Way  
Eatontown NJ 07724

Mailing Address:

Department of Veterans Affairs  
Technology Acquisition Center

23 Christopher Way  
Eatontown NJ 07724

(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.8 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.9 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)**

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

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>).

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

(End of Provision)

#### **E.10 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

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

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

(End of Provision)

#### **E.11 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.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JAN 2017)**

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

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

*Administrative merits determination* means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

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

*Civil judgment means—*

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

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

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

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

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

- (1) Department of Labor Wage and Hour Division (WHD) for—
  - (i) The Fair Labor Standards Act;
  - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
  - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
  - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
  - (v) The Family and Medical Leave Act; and
  - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for—
  - (i) The Occupational Safety and Health Act of 1970; and
  - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
  - (i) Section 503 of the Rehabilitation Act of 1973;
  - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
  - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for—

- (i) Title VII of the Civil Rights Act of 1964;
- (ii) The Americans with Disabilities Act of 1990;
- (iii) The Age Discrimination in Employment Act of 1967; and
- (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

“Sensitive technology”—

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

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

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and  
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or

her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

*[List as necessary]*

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

Other Foreign End Products:

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

*[List as necessary]*

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

*[List as necessary]*

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

\_\_\_\_\_  
 \_\_\_\_\_  
 [List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product    Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

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

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

(2) *Representation.* The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at

<http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

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

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

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

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

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

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

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

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

made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that—

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

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

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_\_.

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

(s) *Representation regarding compliance with labor laws (Executive Order 13673).* If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

☐ (i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

☐ (ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror

during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

- (1) The labor law violated.
- (2) The case number, inspection number, charge number, docket number, or other unique identification number.
- (3) The date rendered.
- (4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

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

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality

agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).  
(End of Provision)

## E.13 PROPOSAL SUBMISSION INSTRUCTIONS

### 1. INTRODUCTION

The Offeror's proposal shall be submitted electronically by the date and time indicated in the solicitation via email to Christopher.minetti@va.gov in the files set forth below.

The Offeror's proposal shall consist of ~~five-six~~ (6) volumes. The Volumes are I - Technical, II – Price, III – Past Performance, IV – Veterans Involvement, V – Small Business Subcontracting Plan (Large Business Offerors only), and VI Solicitation, Offer and Award Documents. The use of hyperlinks or embedded attachments in proposals is prohibited. **WARNING: Please do not wait until the last minute to submit your proposals! Late proposals will not be accepted for evaluation. To avoid submission of late proposals, we recommend the transmission of your proposal file 24 hours prior to the required proposal due date and time. Please be advised that timeliness is determined by the date and time an Offeror's proposal is received by the Government not when an Offeror attempted transmission. Offerors are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission.**

2. PROPOSAL FILES. Offeror's responses shall be submitted in accordance with the following instructions:

a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The Table below indicates the maximum page count (when applicable) for each volume of the Offeror's proposal. All files will be submitted as either a Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11" with printing on one side, only. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers,

company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-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.

b. File Packaging. All of the proposal files may be compressed (zipped) into one file entitled "proposal.zip" using WinZip version 6.2 or later version or the proposal files may be submitted individually.

c. Content Requirements. All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The titles and page limits requirements for each file are shown in the Table below:

Volume Number	Factor	File Name	Page Limitations
Volume I	Technical	Tech.pdf	30 pages
Volume II	Price	Price.pdf	None
Volume III	Past Performance	Past Perf.xls	2 pages per instance
Volume IV	Veterans Involvement	VetsI.pdf	None
Volume V	Small Business Subcontracting Plan (LARGE BUSINESS ONLY)	SBSP.PDF	None
Volume VI	Solicitation, Offer & Award Documents, Certifications & Representations	OfrRep.pdf	None

A Cover Page, Table of Contents and/or a glossary of abbreviations or acronyms will not be included in the page count of the technical Volume. 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.

See also FAR 52.212-1, Instructions to Offerors – Commercial Items.

- (i) **VOLUME I – TECHNICAL FACTOR.** Offerors shall propose a detailed approach that addresses the following:
- a. Executive Summary that provides an overview of the Offeror's overall proposal including teaming arrangements and a proposed solution in performing the technical requirements and deliverables as stated in the PD.
  - b. A clear description of the management methodology that will be used for executing the requirements, including staffing of appropriate subject matter experts. This description shall include details of how the efforts required by the solicitation will be assigned for performance within the Offeror's corporate entity and among the proposed major subcontractors. The information provided for the prime Offeror and each proposed major contractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government PD paragraph number.
  - c. A detailed approach to providing IT research and advisory services within the context of a major Government program, demonstrating understanding of the impact of current federal legislation, policy, standards, and guidelines and the Offeror's methodology for knowledge transfer to Government leadership as it relates to IT management, healthcare, and business management with respect to the different subscription requirement levels and corresponding salient characteristics identified in the PD (Global Peer Advisory Research Forum and Boards, Senior Executive Level, Mid-Level Management and Senior Staff, Enterprise/Business Leader, Technical Professionals, Industry Advisory Services).
  - d. A description of research content to be provided: the scale of content available, availability of access to content (e.g., 24X7), quality of content (e.g., width and depth of topics, content relevance to VA mission, age of content) as it relates to IT, healthcare and business management with respect to the different subscription requirement levels and corresponding salient characteristics identified in the PD (Global Peer Advisory Research Forum and Boards, Senior Executive Level, Mid-Level Management and Senior Staff, Enterprise/Business Leader, Technical Professionals, Industry Advisory Services).
  - e. A description of providing Analyst expertise (e.g., academic credentials, publishing history, status in the research community, areas of expertise) as it relates to technology management,

healthcare, and business management in support of large departmental-level federal agencies similar to VA. This description should address how such expertise will serve VA's mission and strategic objectives, specifically related to Electronic Health Record, Cybersecurity, and Veterans Benefits Management System.

(ii) VOLUME II– PRICE FACTOR

The Offeror shall complete the Schedule of Supplies/Services of the solicitation.

Price Rounding Issue - The Government requires Offerors to propose unit prices and total prices that are two (2) decimal places and requires the unit prices and total prices to be displayed as two (2) decimal places. Ensure that the two (2) digit unit price multiplied by the item quantity equals the two (2) digit total item price (there should be no rounding).

Offerors should propose using an estimated award date of August 1, 2017.

(iii) VOLUME III – VETERANS INVOLVEMENT FACTOR.

(1) For SDVOSBs/VOSBs: In order to receive credit under this Factor, an Offeror shall submit a statement of compliance that it qualifies as a SDVOSB or VOSB in accordance with VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors. Offerors are cautioned that they must be registered and verified in Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>).

(2) For Non-SDVOSBs/VOSBs: To receive some consideration under this Factor, an Offeror must state in its proposal the names of SDVOSB(s) and/or VOSB(s) with whom it intends to subcontract, and provide a brief description and the approximate dollar values of the proposed subcontracts. Additionally, proposed SDVOSB/VOSB subcontractors must be registered and verified in VIP database (<http://www.VetBiz.gov>) in order to receive some consideration under the Veteran's Involvement Factor.

(3) With regard to the requirements for registration and verification in the VetBiz database, reference VAAR 804.1102.

(4) At the Offeror's sole discretion, provide information in accordance with VAAR Subpart 852.219-72, Evaluation Factor for Participation in the VA Mentor-Protégé Program.

(iv) VOLUME IV – PAST PERFORMANCE FACTOR. Offerors shall submit up to three contracts (including Federal, State, and local government and private) (prime contracts, task/delivery orders, and/or major subcontracts) in performance at any point during the three (3) years immediately prior to the proposal submission date, which are relevant to the efforts required by this solicitation. Areas of relevance include research and advisory services

relating to technology, health, and business management. 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:

- (1) Section 1 – Contract Descriptions. This section shall include the following information:
  - (a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).
  - (b) Contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.
  - (c) Technical representative/Contracting Officer's Representative (COR), and current e-mail address, telephone and fax numbers.
  - (d) Contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax numbers.
  - (e) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also.
  - (f) Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc)).
  - (g) Awarded price/cost.
  - (h) Final or projected final price/cost.
  - (i) Original delivery schedule, including dates of start and completion of work.
  - (j) Final or projected final, delivery schedule, including dates of start and completion of work.
- (2) Section 2 - Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation. For any contract(s)/task order(s) that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcoming(s) and any corrective action(s) taken to avoid recurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The

Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

- (3) Section 3 – Subcontracts. Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the Offeror's corporate entity and among the proposed subcontractors. The information provided for the prime Offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government PWS paragraph number.
- (4) Section 4 – New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

(v) VOLUME V – SMALL BUSINESS SUBCONTRACTING PLAN (LARGE BUSINESS OFFERORS ONLY)

Each Large Business Offeror shall provide a Small Business Subcontracting Plan that contains all of the elements required by FAR 52.219-9. If the large business does not have an approved Master Plan or approved Commercial Plan, then an Individual Subcontracting Plan must be submitted that includes an assurance that small businesses will be given the maximum practicable opportunity to participate in contract performance. The Subcontracting Plan is not a requirement for evaluation in source selection, but rather, a requirement for award to a Large Business and the Plan, as negotiated, will be incorporated into any resultant contract.

For consideration by Offerors, VA's Fiscal Year 2017 subcontracting goals are 3% SDVOSB, 5% VOSB, 3% HUBZONE, 5% SDB, 5% WOSB and 17% Small Business.

(vi) VOLUME VI - SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS.

Certifications and Representations - An authorized official of the firm shall sign the SF 1449 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. This Volume shall contain the following:

- a. Solicitation Section A – Standard Form (SF1449) and Acknowledgement of Amendments, if any.
- b. Any proposed terms and conditions and/or assumptions upon which the proposal is predicated.

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

## **E.14 BASIS FOR AWARD**

### **A. BASIS FOR AWARD**

Any 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 four following evaluation Factors: Technical, Price, Past Performance, and Veterans Involvement. The Technical Factor is significantly more important than the Price Factor, which is slightly more important than the Past Performance, which is significantly more important than the Veterans Involvement 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 or the most highly rated technical proposal.

### **B. FACTORS TO BE EVALUATED**

1. TECHNICAL
2. PRICE
3. PAST PERFORMANCE
4. VETERANS INVOLVEMENT

### **C. EVALUATION APPROACH**

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

1. TECHNICAL EVALUATION APPROACH. The evaluation process will consider the following:
  - a. Understanding of the Problem - The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed.

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

## 2. PRICE EVALUATION APPROACH.

Fixed Price: The Government will evaluate offers by adding the total of all line item prices, including all options. The Total Evaluated Price will be that sum.

## 3. PAST PERFORMANCE 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 proposed prime contractor and all proposed major subcontractor(s). A major subcontractor is defined as one who will be providing IT research and advisory services and/or whose subcontract is for more than 25% of the total proposed 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, relevancy and recency of the Offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. 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 obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that the burden of proving low performance risk rests with the Offerors.

The Government will review aspects of cost, schedule and performance. Areas to be evaluated may include but are not limited to quality of product or service, timeliness of performance or adherence to delivery schedules, and/or effectiveness in program management (to include use and control of subcontractors).

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

4. VETERANS INVOLVEMENT EVALUATION APPROACH. In accordance with VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business (VOSB) Evaluation Factors, the Government will assign evaluation credit for an Offeror (prime contractor) which is a Service-Disabled Veteran-Owned Small Business (SDVOSB) or a VOSB. Non-SDVOSB/VOSB Offerors proposing to use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation Factor. In accordance with VAAR 852.219-72, Evaluation Factor for Participation in the VA Mentor-Protégé Program, the Government will assign credit to non-SDVOSB/VOSBs with approved Mentor-Protégé Agreements.