

Combined Synopsis

- (i) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.
- (ii) This solicitation (36C24818Q0450) is being issued as a Request for Quotation (RFQ).
- (iii) This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-97 dated 01/24/2018.
- (iv) This requirement is an unrestricted. The NAICS code for this requirement is NAICS Code 511120 - Periodical publishers (\$11.0 million– SBA Size Standard).
- (v) Description of requirements for the items to be acquired: This combined synopsis is for the requirement of on-line subscriptions as stated in Statement of Need (SON) (**see attachment A**).
- (vi) Price/Cost Schedule (**see attachment B**.)
- (vii) All services are to be delivered to the IP addresses within the Department of Veteran Affairs (VA), Veterans Integrated Service Network (VISN) 08 hospital and outlying clinic as stated in the SON.
- (viii) The provision at [52.212-1](#), Instructions to Offerors -- Commercial, applies to this acquisition and offers must fill out price. Offerors must submit their technical and management approach that addresses all requirements pertaining to the required services.
- (ix) The provision at [52.212-2](#), Evaluation -- Commercial Items, will be used. The comparative evaluation procedures will be used in accordance with FAR 13.106-2(b)(3).

The Government will award a Firm-Fixed Price contract to the responsible quoter using a comparative evaluation. The comparative evaluation will be performed in accordance with FAR 13.106-2(b)(3). The government reserves the right to select a quotation that provides benefit to the government that exceeds the minimum but is not required to do so. Quoters are advised that quotation must conform to the Statement of Need (**attachment A**) and provide the specific ISSN# and descriptions stated in the Price/Schedule (**attachment B**).

The government will apply the following comparative evaluation process as the basis for award:

Assess the direct comparison of one quote with another using a uniform and fair approach to determine which quote provides the government what it needs and when in accordance with attachments A&B.

Once one quotation is found acceptable, it is compared to the remaining ones, and the “best” one is chosen for the best value to the government.

The Government may rely on internal documentation including the Federal Awardee Performance and Integrity Information System (FAPIS) Past Performance Information Retrieval System (PPIRS) and contracting officer’s knowledge of and previous experience with supply or service being acquired for

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determining Past Performance. If no record of past performance is found in FAPIS or PPIRS, the contract shall not receive a favorable or unfavorable rating, but shall receive a rating of neutral.

Price shall be submitted using the enclosed Price Schedule.

The government will evaluate prices for the option under FAR [52.217-8](#) by using the final year's option prices to calculate the price for six months of effort, and adding that amount to the base and other option years to arrive at the total price.

Information not contained in a vendor's quote will not be considered during the evaluation. The Government intends to make award selection without clarification, but may determine after evaluating submitted quotes that the elements stated in FAR 13.106-2(b) for evaluation procedures are necessary, and conduct them as appropriate. The Government reserves the right to make no award if no quotes meet the requirements of this solicitation.

(x) To be eligible for award offerors must be registered in System for Award Management (SAM) prior to award in accordance with the provision at [52.212-3](#), Offeror Representations and Certifications -- Commercial Items.

(xi) The clause at [52.212-4](#), Contract Terms and Conditions -- Commercial Items, applies to this acquisition and no additional addenda to the clause included.

[52.203-17](#) Contractor Employees Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APRIL 2014)

[52.204-4](#) PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER MAY 2011

[52.216-18](#) ORDERING (OCT 1995)

a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 October 2017 through 30 September 2021.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the

mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

[52.216-19](#) ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 12, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item more than 504;
 - (2) Any order for a combination of items more than 504; or
 - (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

[52.216-21](#) REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements more than any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the

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order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2022.

[52.217-6](#) OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before contract expires. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of Clause)

[52.217-9](#) OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. (b) If the Government exercises this option, the extended contract shall be considered to include this option clause. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

[52.232-19](#) AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 31 December 2019. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 31 December 2019, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

[52.232-40](#) Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

[VAAR 852.203-70](#) COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, because 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)

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[VAAR 852.246-71](#) INSPECTION (JAN 2008)

Rejected goods will be held subject to contractor's order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

(xii) The clause at [52.212-5](#), Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items, applies to this acquisition. The following FAR clauses cited in the clause are applicable to the acquisition:

- 52.206-6 52.225-13 52.223-18
- 52.209-6 52.229-35 52.232-34
- 52.222-3 52.222-36 52.246-6
- 52.222-19 52.222-40
- 52.222-21 52.222-50

(xiii) The following additional contract requirement(s) or terms and conditions determined by the contracting officer to be necessary for this acquisition and consistent with customary commercial practices are as follows:

- 52.252-2
- 52.217-5
- 52.216-1
- 852.270-1

(xiv) Defense Priorities and Allocations System (DPAS) and assigned rating, is not applicable to this acquisition.

(xv) Quotes are due no later than 1:00 PM eastern standard time (EST) on March 23, 2018 via e-mail to leonora.simmons@va.gov.

(xvi) The point of contact is Leonora Simmons (813) 792-7592.