

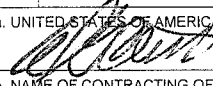
SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 116-15-1-4210-0024		PAGE 1 OF 17	
2. CONTRACT NO. NNG07DA46B		3. AWARD/EFFECTIVE DATE 3/11/15		4. ORDER NO. VA118-15-F-0092		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Justin Helfman, Contract Specialist				b. TELEPHONE NO. (No Collect Calls) 732-795-1119	
6. SOLICITATION ISSUE DATE		8. OFFER DUE DATE/LOCAL TIME					
9. ISSUED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 541519 SIZE STANDARD: 150 employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input 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	
15. DELIVER TO See Delivery Schedule				16. ADMINISTERED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Wsy Eatontown NJ 07724			
17a. CONTRACTOR/OFFEROR CODE ALVAREZ & ASSOCIATES, LLC		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		CODE	
8251 GREENSBORO DR STE 230 TYSONS CORNER VA 22102 TELEPHONE NO.		DUNS:160759135 DUNS+4:		PHONE:		FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Section B Price Schedule Type of contract: Firm Fixed Price The Points of Contact are Justin Helfman Phone: 732-578-6344, email: justin.helfman@va.gov and the Contracting Officer, Debra Clayton, Phone: 732-578-5420 email: debra.clayton2@va.gov For Billing Purposes, the Purchase Order # is 116-S55539 Project Title: Symantec Endpoint Encryption Software license and maintenance (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA 116-3650167-4210-197300-2324 T0H234S07					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$454,500.00		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA					<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA					<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Debra Clayton Contracting Officer		31c. DATE SIGNED 3/11/15	

Table of Contents

SECTION A.....	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS	3
B.1 CONTRACT ADMINISTRATION DATA.....	3
B.2 GOVERNING LAW CLAUSE	4
B.3 PRICE/DELIVERY SCHEDULE.....	5
B.4 PRODUCT DESCRIPTION	8
SECTION C - CONTRACT CLAUSES	12
C.1 NASA SEWP IV RFQ INTRODUCTORY LANGUAGE.....	12
C.2 TRUE-UP CLAUSE	12
C.3 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012).....	13
C.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	13
C.5 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989).....	14
C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	14
C.7 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)	14
C.8 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992).....	14
C.9 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	15
C.10 VAAR 852.246-71 INSPECTION (JAN 2008)	16
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS.....	17
THIS PAGE IS INTENTIONALLY LEFT BLANK	17

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

- a. CONTRACTOR: Alvarez & Associates, LLC
- b. GOVERNMENT: Contracting Officer 0010B
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 Central Contractor Registration, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other [in accordance with the Delivery Schedule set forth in Schedule B]

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

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
_____	_____

5. ITARS APPROVAL NUMBER: 597060

6. PURCHASE ORDER NUMBER (FOR BILLING PURPOSES): 116-S55539

B.2 GOVERNING LAW CLAUSE

Federal law and regulations, including the Federal Acquisition Regulations (“FAR”), shall govern this Order. Commercial license agreements may be made a part of this Contract but only if both parties expressly make them an addendum. 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 Order; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap) or 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 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 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 Order. Federal law and regulation, including without limitation, the Contract Disputes Act (41 U.S.C. §601-613), the Anti-Deficiency Act (31 U.S.C. §1341 et seq.), the Competition in Contracting Act (41 U.S.C. §2304), the Prompt Payment Act (31 U.S.C. §3901, et seq.) 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 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 Order must be made by order modification (Standard Form 30). Nothing in this Order or any commercial license agreement shall be construed as a waiver of sovereign immunity.

B.3 PRICE/DELIVERY SCHEDULE

BASE PERIOD						
Line Item	Description	Part #	Qty	Unit	Unit price	Total Price
0001	Symantec Endpoint Encryption Software Maintenance Period of Performance: March 15, 2015 through March 14, 2016	CUOKX ZZ0- ER1GH	435,000	EA	\$1.01	\$439,350.00
0002	Symantec Endpoint Encryption Software Maintenance Period of Performance: September 18, 2015 through March 14, 2016	CUOKX ZZ0- ER1GH	15,000	EA	\$1.01	\$15,150.00
0003	True-Up Agreement For Antivirus Client Software Licenses For Workstations, Mobile Devices, Servers And Storage Devices IAW Product Description					
0003AA	OPTION QUANTITY - True-Up for Symantec Endpoint Encryption Software License IAW the Product Description. The Government may exercise this Option Quantity in accordance with the True-Up Clause found in Section C.2 and the product description.	CUOKX ZF0- EI1GH	NTE 45,000	EA	\$21.10	\$949,500.00
	Base Period Total				\$1,404,000.00	

OPTION PERIOD 1 (IAW FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000))						
Line Item	Description	Part #	Qty	Unit	Unit price	Total Price
1001	Symantec Endpoint Encryption Software Maintenance Period of Performance: March 15, 2016 through March 14, 2017	CUOKX ZZ0- ER1GH	450,000	EA	\$1.16	\$522,000.00
1002	True-Up Agreement For Antivirus Client Software Licenses For Workstations, Mobile Devices, Servers And Storage Devices IAW Product Description					
1002AA	OPTION QUANTITY - True-Up for Symantec Endpoint Encryption Software License IAW the Product Description. The Government may exercise this Option Quantity in accordance with the True-Up Clause found in Section C.2 and the product description.	CUOKX ZF0- EI1GH	NTE 45,000	EA	\$21.10	\$949,500.00
1003	OPTIONAL TASK - Symantec Endpoint Encryption Software Maintenance for licenses procured in SLIN 0004AA This option may be exercised in accordance with FAR 52.217-7 Option for Increased Quantity – Separately Priced Line Item. Period of Performance: March 15, 2016 through March 14, 2017	CUOKX ZZ0- ER1GH	NTE 45,000	EA	\$1.16	\$52,200.00
	Option Period 1 Total					\$1,523,700.00

OPTION PERIOD 2 (IAW FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000))						
Line Item	Description	Part #	Qty	Unit	Unit price	Total Price
2001	Symantec Endpoint Encryption Software Maintenance Period of Performance: March 15, 2017 through March 14, 2018	CUOKX ZZ0- ER1GH	450,000	EA	\$1.33	\$598,500.00
2002	True-Up Agreement For Antivirus Client Software Licenses For Workstations, Mobile Devices, Servers And Storage Devices IAW Product Description					
2002AA	OPTION QUANTITY - True-Up for Symantec Endpoint Encryption Software License IAW the Product Description. The Government may exercise this Option Quantity in accordance with the True-Up Clause found in Section C.2 and the product description.	CUOKX ZF0- EI1GH	NTE 45,000	EA	\$21.10	\$949,500.00
2003	OPTIONAL TASK - Symantec Endpoint Encryption Software Maintenance for licenses procured in SLIN 0004AA and 1003AA This option may be exercised in accordance with FAR 52.217-7 Option for Increased Quantity – Separately Priced Line Item. Period of Performance: March 15, 2017 through March 14, 2018.	CUOKX ZZ0- ER1GH	NTE 90,000	EA	\$1.33	\$119,700.00
	Option Period 2 Total					\$1,667,700.00
	Total Price (Base + Option Period 1 + Option Period 2)					\$4,595,400.00

B.4 PRODUCT DESCRIPTION

1. **REQUIREMENTS:**

The purpose of this requirement is to

- I. Purchase new software licenses for Federal Information Processing (FIPS) 140-2 encryption protection to accommodate VA devices added to the current base of devices inclusive of a combination of device types: including removable storage, laptop and desktop computers
- II. Renew software maintenance for mandated FIPS 140-2 encryption protection to VA devices inclusive of a combination of device types: including removable storage, laptop and desktop computers.

This is brand-name procurement for Symantec Endpoint Encryption Software license and maintenance.

Description	Part no.	Quantity
New Symantec Endpoint Encryption Software Licenses: SYMC ENDPOINT ENCRYPTION POWERED BY PGP TECHNOLOGY 11.0 XPLAT PER DEVICE BNDL STD LIC GOV BAND H ESSENTIAL 12 MONTHS	CUOKXZF0-EI1GH	Base and Option Periods: See descriptions above.
Symantec Endpoint Encryption Software Maintenance: SYMC ENDPOINT ENCRYPTION POWERED BY PGP TECHNOLOGY 11.0 XPLAT PER DEVICE RENEWAL ESSENTIAL 12 MONTHS GOV BAND H	CUOKXZZ0-ER1GH	Base and Option Periods: See descriptions above.

True-Up for New Symantec Endpoint Encryption Software Licenses

VA currently has a Base Quantity of 450,000 Symantec Endpoint Encryption Software licenses for VA devices. VA anticipates in the Base Period and the two Option Periods there will be a need to acquire additional Symantec Endpoint Encryption Software licenses as the need arises and to this end the contract includes an option-type True-Up clause at Section C.2. The best estimated quantity (BEQ) for the additional licenses in these periods are identified in Table 1 below:

Table 1: Best Estimated Quantity (BEQ) for New Symantec Endpoint Encryption Software licenses by Contract Periods

Base Period	Option Period 1	Option Period 2
45,000 Symantec Endpoint Encryption Software Licenses	45,000 Symantec Endpoint Encryption Software Licenses	45,000 Symantec Endpoint Encryption Software Licenses

The BEQ represents the realistic estimated total quantity for the contemplated contract periods. This estimate is not a representation to the Contractor that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable or normal. The BEQ is based upon historical and projected future use of the Symantec Endpoint Encryption Software Licenses and represents the most current information available.

The Period of Performance consists of a Base Period of 12 months, and two Option Periods of 12 months

each:

- A. In the Base Period of Performance the Contractor shall provide Symantec Endpoint Encryption Software maintenance support for 435,000 devices for a coverage period of March 15, 2015 through March 14, 2016. The Contractor shall provide Symantec Endpoint Encryption Software maintenance support for 15,000 licenses for a coverage period of September 18, 2015 through March 14, 2016. The Contractor shall provide new Symantec Endpoint Encryption Software licenses in accordance with the True-Up contract clause at Section C.2.
- B. If Option Period 1 is exercised by VA, the Contractor shall provide Symantec Endpoint Encryption Software maintenance support for the Base Quantity of 450,000 devices for a coverage period of March 15, 2016 through March 14, 2017. The Contractor shall provide new Symantec Endpoint Encryption Software licenses in accordance with the True-Up contract clause at Section C.2 as well as renew software maintenance for any additional licenses which were provided via the True-up
- C. If Option Period 2 is exercised by VA, the Contractor shall provide Symantec Endpoint Encryption Software maintenance support for the Base Quantity of 450,000 devices for a coverage period of March 15, 2017 through March 14, 2018. The Contractor shall provide new Symantec Endpoint Encryption Software licenses in accordance with the True-Up contract clause at Section C.2 as well as renew software maintenance for any additional licenses which were provided via the True-up.

License Maintenance Optional Tasks

This procurement includes two Optional Tasks to accommodate potential growth in the total number of devices each year that need Symantec Endpoint Encryption Software maintenance. Optional Task 1 can be exercised only if Option Period 1 is exercised. Optional Task 2 can be exercised only if Optional Period 2 is exercised.

- A. Optional Task 1: The Contractor shall provide Symantec Endpoint Encryption Software maintenance for an additional quantity of VA devices, not to exceed 45,000 VA devices. This Optional Task may be exercised once, and only in Option Period 1.
- B. Optional Task 2: The Contractor shall provide Symantec Endpoint Encryption Software maintenance for an additional quantity of VA devices, not to exceed 90,000 VA devices. This Optional Task may be exercised once, and only in Option Period 2.

2. NOTICE OF THE FEDERAL ACCESSIBILITY LAW AFFECTING ALL ELECTRONIC AND INFORMATION TECHNOLOGY PROCUREMENTS (SECTION 508)

- a. On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology, that they shall ensure it allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. Section 508 required the Architectural and Transportation Barriers Compliance Board (Access Board) to publish standards setting forth a definition of electronic and information technology and the technical and functional criteria for such technology to comply with Section 508. These standards have been developed and published with an effective date of December 21, 2000. Federal departments and agencies shall develop all Electronic and Information Technology requirements to

comply with the standards found in 36 CFR 1194.

b. Section 508 – Electronic and Information Technology (EIT) Standards:

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: <http://www.section508.gov> and <http://www.section508.gov/acquisition-regulations>. A printed copy of the standards will be supplied upon request.

c. The Contractor shall comply with the technical standards as marked:

- X § 1194.21 Software applications and operating systems
- X § 1194.22 Web-based intranet and internet information and applications
- X § 1194.23 Telecommunications products
- X § 1194.24 Video and multimedia products
- X § 1194.25 Self-contained, closed products
- X § 1194.26 Desktop and portable computers
- X § 1194.31 Functional Performance Criteria
- X § 1194.41 Information, Documentation, and Support

d. The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

e. Alternatively, offerors may propose products and services that provide equivalent facilitation. Such offers will be considered to have met the provisions of the Access Board standards for the feature or components providing equivalent facilitation. If none of the offers that meet all applicable provisions of the standards could be accepted without imposing an undue burden on the agency or component, or if none of the offerors propose products or services that fully meet all of the applicable Access Board's provisions, those offerors whose products or services meet some of the applicable provisions will be considered eligible for award. Awards will not be made to an offeror meeting all or some of the applicable Access Board provisions if award would impose an undue burden upon the agency.

f. Offerors must submit representation information concerning their products by completing the Voluntary Product Accessibility Template® (VPAT) template at <http://www.itic.org/dotAsset/5644ecd2-5024-417f-bc23-a52650f47ef8.doc> or <http://www.section508.gov/buyaccessible-wizard>.

Inspection: Destination

Acceptance: Destination

Ship To and Mark For:

Primary: Name: Saleem Newsome
Address: 113 Holland Ave., 4th Floor OIFO, Albany, NY. 12208
Voice: 518-449-0663
Email: Saleem.Newsome@va.gov

Alternate: Name: Christina Lawyer
Address: 113 Holland Ave., 4th Floor OIFO, Albany, NY. 12208
Voice: 518-449-0604
Email: Christina.Lawyer@va.gov

SECTION C - CONTRACT CLAUSES

C.1 NASA SEWP IV RFQ INTRODUCTORY LANGUAGE

All clauses and provisions from the Federal Acquisition Regulation (FAR), NASA FAR Supplement, and the Goddard Space Flight Center Regulation from the applicable NASA Solutions for Enterprise Wide Procurement (SEWP) IV Government-Wide Acquisition Contract (GWAC), and the specific NASA SEWP IV contract referenced on the SF1449 in Block 2, are hereby incorporated by reference.

The full text of any FAR and NASA SEWP IV clauses which are incorporated by reference may be obtained at the following URLs:

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

NASA SEWP IV: http://www.sewp.nasa.gov/documents/basic_contract_sewp_iv.pdf

C.2 TRUE-UP CLAUSE

Sixty days prior to the end of the Base Period and each Option Year, if exercised (i.e., _____ XX, 201X, the "True-Up Period"), VA shall provide to the Contractor a written statement identifying whether the numbers of licenses installed has exceeded the maximum quantity provided for in this Order. In the event of any early termination and at the completion of the Order, VA shall perform an audit to verify the actual number of licenses that have been deployed and installed for licenses covered under this Order. Where applicable, Systems Center Configuration Manager (SCCM) shall be used to perform the audit.

If quantities in excess of the maximum quantities have been deployed and installed, VA shall either:

1. Return the excess licenses to the Contractor and provide a valid certification as to the products removal and destruction. The Contractor will not assess cost or penalty to the Government for the use of those excess licenses; this will ensure there is no Anti-Deficiency Act (31 U.S.C. §1341 et seq.) violation or need for ratification; or
2. Purchase (at the time of option exercise) the excess quantities for future use by VA, subject to the availability of funds. This will be accomplished by increasing the quantity of licenses and any software maintenance on the same modification that exercises the next option period. In such case, VA will exercise two different options in one modification. One option will be exercised under the authority of FAR 52.217-9 to extend the term of the order for software licenses and maintenance for the next option period and the other option will be exercised under the authority of FAR 52.217-7 (Option For Increased Quantity--Separately Priced Line Item) to increase the quantity of licenses ensuring VA is covered for future use for the additional licenses VA requires.

C.3 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

C.4 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/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52-209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007

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 items 0003AA, 1002AA, 1003, 2002AA and 2003 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 at any time during the contract performance, but in no instance, later than the contract expiration date. 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 ten 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 36 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), 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.9 852.232-72 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.10 VAAR 852.246-71 INSPECTION (JAN 2008)

Rejected goods will be held subject to contractors 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)

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

THIS PAGE IS INTENTIONALLY LEFT BLANK