

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO.
521-15-3-4481-0126

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2. CONTRACT NO. NNG15SD24B	3. AWARD/EFFECTIVE DATE 7/30/15	4. ORDER NO. VA118-15-F-0232	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Justin Helfman, Contract Specialist	b. TELEPHONE NO. (No Collect Calls) 732-795-1119	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) <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
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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	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO See Section B	CODE	16. ADMINISTERED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724	CODE
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17a. CONTRACTOR/OFFEROR CODE TECHANAX LLC 15000 AFTON CT MONTCLAIR VA 22025 TELEPHONE NO.	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:	CODE
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<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
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>See Section B</p> <p>Contract Type: Firm Fixed Price The Points of Contact (POCs) are the Contract Specialist, Justin Helfman, Phone: 732-795-1119, e-mail: justin.helfman@va.gov and the Contracting Officer, Debra Clayton, Phone: 732-795-1015, email: debra.clayton2@va.gov</p> <p>Project Title: Birmingham Annex/Huntsville CBOC PBX System</p> <p>Purchase Order # for Billing Purposes: 521-5A5072</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA 521-3650167-4481-197100-3133 T30229S01	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$672,515.72
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<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> ARE NOT ATTACHED.	<input type="checkbox"/> 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.
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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:
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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

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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: TechAnax, 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: Any invoices that cannot be accepted by VA through Electronic invoices may be mailed to the following address (The mailing address is only provided for use if any of the conditions in 852.232-70(e) apply):

Department of Veterans Affairs
Technology Acquisition Center
Financial Services Center
PO Box 149971
Austin TX 78714-8971

5. ITARS APPROVAL NUMBER: 599279

6. PURCHASE ORDER NUMBER (FOR BILLING PURPOSES):521-5A5072

B.2 GOVERNING LAW CLAUSE

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.3 PRICE/DELIVERY SCHEDULE

	BASE PERIOD					
LINE ITEM	DESCRIPTION	PART #	QTY	UNIT	UNIT PRICE	TOTAL
0001	Unify PBX Bundle This FFP CLIN includes Hardware, Software, Maintenance, labor, material, and all costs associated with installation and implementation of the line items.		2	EA	\$336,257.86	\$672,515.72
0002	OpenScape Voice V7 Dynamic User License	L30220D0622A4472	348	EA	NSP	NSP
0003	OpenScape Xpressions V7 Voice License	L30280D0622D0058	300	EA	NSP	NSP
0004	Annual Maintenance Services Software	Annual Maint	2	EA	NSP	NSP
0005	Mediatrix 4124 - 24 Port Analogue interface adapter	L30220D0600A2213	2	EA	NSP	NSP
0006	OpenScape Branch 500i DP4 Server	L30220D0600A5571	2	EA	NSP	NSP
0007	OpenScape Branch V7 Documentation CD	L30220D0600A6620	2	EA	NSP	NSP
0008	OpenScape Branch V7 Base License	L30220D06BaseLic	2	EA	NSP	NSP
0009	OpenScape Branch V7 Registered Line License (per User)	L30220D0622A6622	420	EA	NSP	NSP
0010	OpenScape Branch V7 Backup ACD License (per OSB)	L30220D0622A6623	2	EA	NSP	NSP

	BASE PERIOD					
LINE ITEM	DESCRIPTION	PART #	QTY	UNIT	UNIT PRICE	TOTAL
0011	OpenScape Branch V7 Auto Attendant License (per OSB)	L30220D0622A6624	2	EA	NSP	NSP
0012	OpenScape Desk Phone IP 35G	L30250F0600C2280	300	EA	NSP	NSP
0013	OPENSTAGE Desk Phone 15T	L30250F0600C175	800	EA	NSP	NSP
0014	OpenScape Desk Phone 40 HFA	L30250F0600C159	200	EA	NSP	NSP
0015	OpenScape Desk Phone IP LAN Cable	L30250F0600C270	600	EA	NSP	NSP
0016	Digital User Circuits Q2158-X (SLMO24)	L30220Y600A252A	10	EA	NSP	NSP
0017	Digital User Circuits Q2168-X (SLMO24)	L30220Y600A252B	60	EA	NSP	NSP
0018	Stencilled Labels for OpenScape Desk Phone IP 35G	L30250F0600C284	22	EA	NSP	NSP
0019	OSCC Enterprise V8 - 50 User Licenses	L30280A0622A142	2	EA	NSP	NSP
0020	OSCC Enterprise V8 - 50 Agent Desktop Licenses	L30280A0622A145	2	EA	NSP	NSP
0021	OSCC Enterprise V8 - 1 Manager License	L30280A0622A154	40	EA	NSP	NSP
0022	OpenScape Solution Administrator Voice	SOLADM1SCS	2	EA	NSP	NSP
0023	OpenScape Solution Administrator Xpressions	XPRADM	2	EA	NSP	NSP
0024	Annual Maintenance Services Hardware	Annual Maint	2	EA	NSP	NSP

	BASE PERIOD					
LINE ITEM	DESCRIPTION	PART #	QTY	UNIT	UNIT PRICE	TOTAL
	Base Period Total					\$672,515.72

B.4 PRODUCT DESCRIPTION

1. REQUIREMENTS:

In support of Department of Veterans Affairs, Office of Information Technology, Service Delivery and Engineering (SDE), Enterprise Operations (EO), the Contractor shall provide Unify Private Branch Exchange (PBX) equipment and services for activation of the new Birmingham VA Medical Center Annex and Huntsville Community Based Outpatient Clinic. The required Unify PBX equipment will interface directly with the existing Unify PBX equipment that is presently installed at the Birmingham VAMC. All contractor personnel working performing maintenance must be Unify HiPath 4000 PBX and OpenScape Branch certified. Delivery and installation shall be completed no later than 6 months after award. The period of performance for implementation and delivery of the required equipment and the associated maintenance shall be 12 months from date of award. This Contractor shall provide the following:

Description	Part no.	Quantity
Unify PBX Bundle This FFP CLIN includes Hardware, Software, Maintenance, labor, material, and all costs associated with installation and implementation of the line items.		2
OpenScape Voice V7 Dynamic User License	L30220D0622A4472	348
OpenScape Xpressions V7 Voice License	L30280D0622D0058	300
Annual Maintenance Services Software	Annual Maint	2
Mediatrix 4124 - 24 Port Analogue interface adapter	L30220D0600A2213	2
OpenScape Branch 500i DP4 Server	L30220D0600A5571	2
OpenScape Branch V7 Documentation CD	L30220D0600A6620	2
OpenScape Branch V7 Base License	L30220D06BaseLic	2
OpenScape Branch V7 Registered Line License (per User)	L30220D0622A6622	420
OpenScape Branch V7 Backup ACD License (per OSB)	L30220D0622A6623	2
OpenScape Branch V7 Auto Attendant License (per OSB)	L30220D0622A6624	2
OpenScape Desk Phone IP 35G	L30250F0600C2280	300
OPENSTAGE Desk Phone 15T	L30250F0600C175	800
OpenScape Desk Phone 40 HFA	L30250F0600C159	200
OpenScape Desk Phone IP LAN Cable	L30250F0600C270	600

Digital User Circuits Q2158-X (SLMO24)	L30220Y600A252A	10
Digital User Circuits Q2168-X (SLMO24)	L30220Y600A252B	60
Stencilled Labels for OpenScape Desk Phone IP 35G	L30250F0600C284	22
OSCC Enterprise V8 - 50 User Licenses	L30280A0622A142	2
OSCC Enterprise V8 - 50 Agent Desktop Licenses	L30280A0622A145	2
OSCC Enterprise V8 - 1 Manager License	L30280A0622A154	40
OpenScape Solution Administrator Voice	SOLADM1SCS	2
OpenScape Solution Administrator Xpressions	XPRADM	2
Annual Maintenance Services Hardware	Annual Maint	2

SCHEDULE FOR DELIVERABLES

Inspection: Destination
Acceptance: Destination
Free on Board (FOB): Destination

Ship To and Mark For:

Primary: Name: Annetta Gadson
 Address: 700 S 19th St., Birmingham, AL 35233
 Voice: 205-558-7070
 Email: Annetta.gadson@va.gov

Alternate: Name: Michael Howard
 Address: 700 S 19th St, Birmingham, AL 35233
 Voice: 205-558-7070
 Email: Michael.howard007@va.gov

Special Shipping Instructions:

Prior to shipping, Contractor shall notify Site POCs, by phone followed by email, of all incoming deliveries including line-by-line details for review of requirements. Contractor cannot make any changes to the delivery schedule at the request of Site POC.

Contractors must coordinate deliveries with Site POCs before shipment of the PBX System to ensure sites have adequate storage space. All shipments, either single or multiple container deliveries, will bear the VA Purchase Order number on external shipping labels and associated manifests or packing lists. In the case of multiple container deliveries, a statement readable near the VA PO number will indicate total number of containers for the complete shipment (ex. “Package 1 of 2”), clearly readable on manifests and external shipping labels.

Packing Slips/Labels and Lists shall include the following:

IFCAP PO # _____ (i.e., 166-E11234)
 Total number of Containers: Package ___ of ____ (i.e., Package 1 of 3)
NOTE: VA XXX Initiative

INFORMATION SECURITY CONSIDERATIONS:

The Assessment and Authorization (A&A) requirements do not apply and a Security Accreditation

Package is not required.

POINT(S) OF CONTACT:

VA Program Manager:

Name: Antonia Mohamed

Address: BVAMC

Voice: 205-558-7070

Email: Antonia.mohamed@va.gov

SECTION C - CONTRACT CLAUSES

C.1 NASA SEWP V 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) V 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 V clauses which are incorporated by reference may be obtained at the following URLs:

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

NASA SEWP V: http://www.sewp.nasa.gov/documents/SEWP_V_CLAUSE_LIST.pdf

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/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
52.227-1	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.3 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.4 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.5 852.232-72 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.6 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 Texas. 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.7 VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of 1 year, said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor

(End of clause)

C.8 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)

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

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