

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

1. REQUISITION NO. PAGE 1 OF 12

2. CONTRACT NO. NNG15SD31B	3. AWARD/EFFECTIVE DATE 9/2/15	4. ORDER NO. VA118-15-F-0365	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: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <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 I3 FEDERAL, LLC 11400 QUAILWOOD MANOR DR FAIRFAX STATION VA 22039 TELEPHONE NO. _____ DUNS: 785013215DUNS+4:	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: _____	CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 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. See CONTINUATION Page 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: Imperva Database Assessment and Monitoring</p> <p>Purchase Order # for Billing Purposes: 200-J56270; 200-J52102 200-J56262</p> <p>2237s: 200-15-4-1125-0084; 200-15-4-1125-0084 200-15-4-1131-0134</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA 200-36X4539-1123-194100-2324 F00100001 200-36X4539-1125-194100-2580 F00100001 200-36X4539-1131-194100-3134 F00100001	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,538,743.92
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<input 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 type="checkbox"/> ARE NOT ATTACHED.	<input checked="" 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 checked="" 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
	DEBRA G. CLAYTON

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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: i3 Federal, 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  [Upon acceptance of deliverables set forth in Section B.3,  
Price/Delivery Schedule.]

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

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

AMENDMENT NO	DATE
_____	_____

\_\_\_\_\_

\_\_\_\_\_

5. ITARS APPROVAL NUMBER: 600248

6. PURCHASE ORDER NUMBER (FOR BILLING PURPOSES):

200-J56270 - \$257,217.36  
200-J52102 - \$1,127,829.65  
200-J56262 - \$153,696.91

## **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**

All delivery shall be electronic for software and software licenses within 30 days of delivery order award. Hardware delivery shall also be within 30 days of delivery order award. The Contractor shall also provide one year of software support and hardware maintenance commencing at Government acceptance of hardware/software.

<b>PO#</b>	<b>LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PART #</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
200-J52102	0001	VM150 Management Server Virtual Appliance	SS-VM15-V1	6	EA	\$9,238.20	\$55,429.20
200-J56270	0002	VM150 Management Server Virtual Appliance, Annual Enhanced Support	SS-VM15-SL1	6	EA	\$2,178.265	\$13,069.59
200-J52102	0003	V2500 Database Activity Monitoring Virtual Appliance	SS-DAM-V25-V1	6	EA	\$19,246.2383	\$115,477.43
200-J56270	0004	V2500 Database Activity Monitoring Virtual Appliance, Annual Enhanced Support	SS-DAM-V25-SL1	6	EA	\$4,538.0683	\$27,228.41
200-J52102	0005	Upgrade: 500 DBi Vulnerability Scans	U-DBVA-500	6	EA	\$46,190.975	\$277,145.85
200-J56270	0006	Upgrade: 500 DBi Vulnerability Scans, Annual Enhanced Support	U-DBVA-500-SL1	6	EA	\$10,891.3467	\$65,348.08
200-J52102	0007	X6510 Web Application Firewall (HW)	SS-WAF-X651-H1	6	EA	\$92,381.95167	\$554,291.71
200-J56270	0008	X6510 Web Application Firewall, Annual Enhanced Support	SS-WAF-X651-SL1	6	EA	\$21,782.695	\$130,696.17
200-J52102	0009	10 Gigabit Ethernet Network Interface Card PCI-E- Dual LR Fiber Bypass for X2500 / X4500 / X6500 (HW)	SS-NIC-10G-DLR-NGBP	6	EA	\$6,158.79	\$36,952.74

PO#	LINE ITEM	DESCRIPTION	PART #	QTY	UNIT	UNIT PRICE	TOTAL	
200-J56262	0010	10 Gigabit Ethernet Network Interface Card PCI-E- Dual LR Fiber Bypass for X2500 / X4500 / X6500, Annual Enhanced Support	SS-NIC-10G-DLR-NGBP-SL1	6	EA	\$1,452.1767	\$8,713.06	
200-J56262	0011	ThreatRadar Reputation Services for 6500 Series, Annual Subscription	SB-WAF-TRS-65-TR0	6	EA	\$23,908.00	\$143,448.00	
200-J52102	0012	VM150 SecureSphere Operations Manager Virtual Appliance for 3 Management Servers	SS-SOM-VM15-V1	1	EA	\$53,889.47	\$53,889.47	
200-J56270	0013	VM150 SecureSphere Operations Manager Virtual Appliance for 3 Management Servers Annual Maintenance	SS-SOM-VM15-SL1	1	EA	\$12,706.57	\$12,706.57	
200-J52102	0014	Add-on: SecureSphere Operations Manager License for 1 Managed Server	A-SOM-1	9	EA	\$3,849.25	\$34,643.25	
200-J56270	0015	Add-on: SecureSphere Operations Manager License for 1 Managed Server Annual Maintenance	A-SOM-1-SL1	9	EA	\$907.6156	\$8,168.54	
200-J56262	0016	Estimated Ground Shipping	DELIVERY-Z	1	EA	\$1,535.85	\$1,535.85	
		<b>Total</b>						<b>\$1,538,743.92</b>

## B.4 PRODUCT DESCRIPTION

### 1. REQUIREMENTS:

The Department of Veterans Affairs, Office of Information and Technology, Enterprise Operations (EO), Data Center Operations provides Information Technology (IT) Security monitoring and protection services to all systems in EO data centers. EO currently is expanding EO virtual system environments into non-EO data centers. Therefore, EO requires additional Imperva Database Assessment and Monitoring (DAM), Imperva Web Application Firewall (WAF) and licenses for the following non-EO locations: Sacramento Regional Data Center (RDC), Denver RDC, St. Louis Defense Enterprise Computing Center (DECC), Warner Robins DECC, Philadelphia SunGard A and Philadelphia SunGard B. The required Imperva software, software licenses, hardware, maintenance and support is listed below.

All delivery shall be electronic for software and software licenses within 30 days of delivery order award. Hardware delivery shall also be within 30 days of delivery order award. The Contractor shall also provide one year of software support and hardware maintenance commencing at Government acceptance of hardware/software.

Description	Part Number	Quantity
VM150 Management Server Virtual Appliance	SS-VM15-V1	6
VM150 Management Server Virtual Appliance, Annual Enhanced Support	SS-VM15-SL1	6
V2500 Database Activity Monitoring Virtual Appliance	SS-DAM-V25-V1	6
V2500 Database Activity Monitoring Virtual Appliance, Annual Enhanced Support	SS-DAM-V25-SL1	6
Upgrade: 500 DBi Vulnerability Scans	U-DBVA-500	6
Upgrade: 500 DBi Vulnerability Scans, Annual Enhanced Support	U-DBVA-500-SL1	6
X6510 Web Application Firewall (HW)	SS-WAF-X651-H1	6
X6510 Web Application Firewall, Annual Enhanced Support	SS-WAF-X651-SL1	6
10 Gigabit Ethernet Network Interface Card PCI-E- Dual LR Fiber Bypass for X2500 / X4500 / X6500 (HW)	SS-NIC-10G-DLR-NGBP	6
10 Gigabit Ethernet Network Interface Card PCI-E- Dual LR Fiber Bypass for X2500 / X4500 / X6500, Annual Enhanced Support	SS-NIC-10G-DLR-NGBP-SL1	6
ThreatRadar Reputation Services for 6500 Series, Annual Subscription	SB-WAF-TRS-65-TR0	6
VM150 SecureSphere Operations Manager Virtual Appliance for 3 Management Servers	SS-SOM-VM15-V1	1
VM150 SecureSphere Operations Manager Virtual Appliance for 3 Management Servers Annual Maintenance	SS-SOM-VM15-SL1	1
Add-on: SecureSphere Operations Manager License for 1 Managed Server	A-SOM-1	9
Add-on: SecureSphere Operations Manager License for 1 Managed Server Annual Maintenance	A-SOM-1-SL1	9

**SCHEDULE FOR DELIVERABLES**

**Inspection:** Destination

**Acceptance:** Destination

**Free on Board:** Destination

**Ship To and Mark For:** All software and software licenses shall be delivered electronically to [AALicense@va.gov](mailto:AALicense@va.gov). Payment of invoices will not be made without proper distribution. Please provide notice to:

**Primary:** Name: Benito Urbina  
Address: 1615 Woodward Street, Austin, TX 78772  
Voice: 512-326-6014  
Email: benito.urbina@va.gov

**Alternate:** Name: Michael Hill  
Address: 1615 Woodward Street, Austin, TX 78772  
Voice: 512-326-6564  
Email: [michael.hill6@va.gov](mailto:michael.hill6@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.

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.

**INFORMATION SECURITY CONSIDERATIONS:**

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

**POINT OF CONTACT:**

**VA Program Manager:**  
Name: Benito Urbina  
Address: 1615 Woodward Street, Austin, TX 78772  
Voice: 512-326-6014  
Email: benito.urbina@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 V 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](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 852.246-70 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.7 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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