

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

1. REQUISITION NO. 101-16-2-3158-0031 PAGE 1 OF 15

2. CONTRACT NO. NNG15SD27B 3. AWARD/EFFECTIVE DATE 3/18/16 4. ORDER NO. VA118-16-F-0916 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME Justin Helfman b. TELEPHONE NO. (No Collect Calls) 732-795-1119 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 UNRESTRICTED OR SET ASIDE: % FOR: SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541519 HUBZONE SMALL BUSINESS EDWOSB SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: 150 employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION X RFQ IFB RFP

15. DELIVER TO See Section B 16. ADMINISTERED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE V3GATE, LLC V3GATE 6060 HOLLOW TREE COURT COLORADO SPRINGS CO 80918 TELEPHONE NO. DUNS: 808862598DUNS+4: 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:

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 SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|---|--------------|----------|----------------|------------|
| | See Section B 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 Project Title: Brand Name SafeNet eTokens for Endpoint Administrators (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | |

25. ACCOUNTING AND APPROPRIATION DATA 101-3660167-3158-190210-3129 T0K089S5A 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$514,920.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE X ARE NOT ATTACHED. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE 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) Mark R. Junda 31c. DATE SIGNED 3/18/16

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This Delivery Order (DO), VA118-16-F-0916, is for an award to V3Gate off of National Aeronautics and Space Administration (NASA) Solutions for Enterprise Wide Procurement (SEWP) V Government Wide Acquisition Contract (GWAC) NNG15SD27B for SafeNet USB eTokens. Delivery of the USB eTokens shall be required within 30 days of award and the period of performance of the warranty shall be 12 months from the date of Government acceptance of the USB eTokens.

The Delivery Order Funding Summary is as follows:

Total Contract Value: \$519,920.00
Amount Obligated at Award: \$519,920.00

*All invoices shall reference Purchase Order Number 101-S60002 and Contract/Delivery Order number NNG15SD27B VA118-16-F-0916.

**General invoice inquiries can be made to VA FSC. All specific invoice inquiries relating to VA acceptance and invoice certification should be directed to Doug Davis, (205) 943-2371.

Questions may be directed to VA FSC at the phone number or email address listed below:

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafscshd@va.gov

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: V3Gate, 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: 607148

6. PURCHASE ORDER NUMBER (FOR BILLING PURPOSES): 101-S60002

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

Non-TAA compliant items may be quoted for this procurement as FAR 25.401 (applicable exemptions) applies.

| BASE PERIOD | | | | | | |
|--------------|--|---------------------|--------|------|------------|---------------------|
| LINE ITEM | DESCRIPTION | PART# | QTY | UNIT | UNIT PRICE | TOTAL |
| 0001 | SafeNet USB eTokens | 970-077605-001-008G | 21,000 | EA | \$24.52 | \$514,920.00 |
| 0001AA | Master Delivery Schedule IAW PWS paragraph 1.3. Due at the kickoff meeting. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination | | 1 | LO | NSP | NSP |
| 0001AB | Shipment/Delivery Weekly Progress Report IAW PWS paragraph 1.4. Due each Friday until all shipments have been accepted by the Government. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination | | 1 | LO | NSP | NSP |
| Total | | | | | | \$514,920.00 |

B.4 PRODUCT DESCRIPTION

The Department of Veterans Affairs (VA), Office of Information and Technology (OI&T), Service Delivery and Engineering (SD&E) Field Operations, has a requirement to procure 21,000 SafeNet Universal Serial Bus (USB) eTokens for Endpoint administrators. The Contractor shall provide a twelve month (12) Manufacturer’s Warranty for the eTokens. Detailed delivery information is provided in **Attachment A (Delivery Quantities and Locations)**. No installation services are required. Delivery of the USB eTokens shall be required within 30 days of award and the period of performance of the

warranty shall be 12 months from the date of Government acceptance of the USB eTokens.

1.0 REQUIREMENTS

| Item Number | Quantity | Description |
|-------------|----------|--|
| 1 | 21,000 | SafeNet USB eTokens – Part # 970-077605-001-008G |

Kick-off Meeting

The Contractor shall conduct a Shipment/Delivery Kick-off Meeting with the VA Program Manager (PM), COR, Delivery Date Coordinator, Implementation Manager, and Facility CIOs (or designee) to discuss delivery schedule requirements and facilitate delivery of equipment. This meeting may be held in conjunction with the post award conference or identified technical kickoff meeting. The Contractor shall also present the Shipment/Delivery Weekly Progress Report format for review and approval by the Government. This meeting, if held independently, shall be conducted telephonically within ten days after award and shall incorporate any delivery schedule changes to the draft Delivery Schedule identified by the Government.

Weekly Progress Report

The Contractor shall provide Weekly Progress Report to inform VA on the status of the shipping and receipt of the USB eTokens for each site. The Weekly Progress Report shall be in the format that clearly states each serial number of the equipment, such that each serial number shall be reported per cell.

In performance of this effort, the contractor shall not perform a function that requires access to a VA system or VA sensitive information (e.g., system administrator privileged access to a VA system, or contractor systems or processes that utilize VA sensitive information). Additionally, the contractor shall not connect one or more contractor-owned IT devices to a VA internal trusted network. Finally, this acquisition does not involve the storage, generating, transmitting, or exchanging of VA sensitive information.

The Contractor shall provide only new equipment and new parts for the required products specified in a Delivery Order (DO). ABSOLUTELY NO “GRAY MARKET GOODS” may be provided under any DO. Gray Market Goods are defined as genuine branded goods sold outside of an authorized sales-territory (or by non-authorized dealers in an authorized territory) at prices lower than that being charged in authorized sales territories (or by authorized dealers).

2.0 SECTION 508

NOTICE OF THE FEDERAL ACCESSIBILITY LAW AFFECTING ALL ELECTRONIC AND INFORMATION TECHNOLOGY PROCUREMENTS

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.

2.1. 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.

The Contractor shall comply with the technical standards as marked:

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

2.2. Equivalent Facilitation

Alternatively, offerors may propose products and services that provide equivalent facilitation, pursuant to Section 508, subpart A, §1194.5. Such offerors will be considered to have provided equivalent facilitation when the proposed deliverables result in substantially equivalent or greater access to and use of information for those with disabilities.

2.3. Compatibility with Assistive Technology

The Section 508 standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device. Section 508 requires that the EIT be compatible with such software and devices so that EIT can be accessible to and usable by individuals using assistive technology, including but not limited to screen readers, screen magnifiers, and speech recognition software.

2.4. Acceptance and Acceptance Testing

Deliverables resulting from this solicitation will be accepted based in part on satisfaction of the identified Section 508 standards' requirements for accessibility and must include final test results demonstrating Section 508 compliance.

Deliverables should meet applicable accessibility requirements and should not adversely affect accessibility features of existing EIT technologies. The Government reserves the right to independently test for 508 Compliance before delivery. The Contractor shall be able to demonstrate 508 Compliance upon delivery.

Automated test tools and manual techniques are used in the VA Section 508 compliance assessment. Additional information concerning tools and resources can be found at <http://www.section508.va.gov/section508/Resources.asp>.

Deliverable:

- A. Final Section 508 Compliance Test Results

3.0 INFORMATION TECHNOLOGY USING ENERGY-EFFICIENT PRODUCTS

The Contractor shall comply with Sections 524 and Sections 525 of the Energy Independence and Security Act of 2007; Section 104 of the Energy Policy Act of 2005; Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," dated October 5, 2009; Executive Order 13423, "Strengthening Federal Environmental, Energy, and Transportation Management," dated January 24, 2007; Executive Order 13221, "Energy-Efficient Standby Power Devices," dated August 2, 2001; and the Federal Acquisition Regulation (FAR) to provide ENERGY STAR®, FEMP designated, low standby power, and Electronic Product Environmental Assessment Tool (EPEAT) registered products in providing information technology products and/or services.

The Contractor shall ensure that information technology products are procured and/or services are performed with products that meet and/or exceed ENERGY STAR, FEMP designated, low standby power, and EPEAT guidelines. The Contractor shall provide/use products that earn the ENERGY STAR label and meet the ENERGY STAR specifications for energy efficiency. Specifically, the Contractor shall:

1. Provide/use ENERGY STAR products, as specified at www.energystar.gov/products (contains complete product specifications and updated lists of qualifying products).
2. Provide/use the purchasing specifications listed for FEMP designated products at www.femp.energy.gov/procurement. The Contractor shall use the low standby power products specified at <http://energy.gov/eere/femp/low-standby-power-products>.
3. Provide/use EPEAT registered products as specified at www.epeat.net. At a minimum, the Contractor shall acquire EPEAT® Bronze registered products. EPEAT registered products are required to meet the technical specifications of ENERGY STAR, but are not automatically on the ENERGY STAR qualified product lists. The Contractor shall ensure that applicable products are on both the EPEAT Registry and ENERGY STAR Qualified Product Lists.
4. The Contractor shall use these products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.

The following is a list of information technology products for which ENERGY STAR, FEMP designated, low standby power, and EPEAT registered products are available:

1. Computer Desktops, Laptops, Notebooks, Displays, Monitors, Integrated Desktop Computers, Workstation Desktops, Thin Clients, Disk Drives
2. Imaging Equipment (Printers Copiers, Multi-Function Devices, Scanners, Fax Machines, Digital Duplicators, Mailing Machines)
3. Televisions, Multimedia Projectors

This list is continually evolving, and as a result is not all-inclusive.

4.0 SHIPMENT OF HARDWARE OR EQUIPMENT

Inspection: Destination

Acceptance: Destination

Free on Board (FOB): Destination

Ship To and Mark For: Multiple locations as identified in Attachment A - Delivery Quantities and Locations

Primary Site Point of Contact (POC): See Attachment A - Delivery Quantities and Locations

Alternate Site POC: See Attachment A - Delivery Quantities and Locations

4.1. National Acquisitions

The Contractor shall complete the Master Delivery Schedule in accordance with the Instructions, and shall coordinate with the COR for specifics. The Master Delivery Schedule shall be provided after award and updated prior to and after each delivery timeframe.

Inspection: Destination

Acceptance: Destination

Free on Board (FOB): Destination

Packing Slips/Labels and Lists shall include the following:

IFCAP PO # _____ (e.g., 166-E11234. The IFCAP PO number is located in block #20 of the SF 1449.)

Project Description: (e.g., Tier I Lifecycle Refresh)

Total number of Containers: Package ___ of ___. (e.g., Package 1 of 3)

Deliverables:

- A. Master Delivery Schedule
- B. Shipment/Delivery Weekly Progress Report

INFORMATION SECURITY CONSIDERATIONS:

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

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

C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with 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.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

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

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

C.3 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</u> <u>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 |
| 52-209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS | |
| 52.227-1 | AUTHORIZATION AND CONSENT | DEC 2007 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC 2007 |
| 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN SYSTEM FOR AWARD MANAGEMENT | JUL 2013 |

C.4 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.5 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERANS 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)>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.852.207-70 Report of employment under commercial activities.

(End of Clause)

C.6 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.7 VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of 12 months, 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**

Attachment A - Delivery Quantities and Locations