

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

1. REQUISITION NO.
200-18-4-1123-0244

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2. CONTRACT NO. NNG15SD24B		3. AWARD/EFFECTIVE DATE 9/11/18		4. ORDER NO. 36C10B18F2912		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Joe Jones				b. TELEPHONE NO. (No Collect Calls) 732-795-1070		8. OFFER DUE DATE/LOCAL TIME					
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"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541519 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$27.5 Million							
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				CODE		16. ADMINISTERED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724							
17a. CONTRACTOR/OFFEROR TECHANAX LLC 14000 CROWN CT STE 206 WOODBIDGE VA 22193		CODE 6SM10		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:							
TELEPHONE NO. DUNS: 0785730 DUNS+4:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		Title: Puppet Enterprise Premium License and Support Contract Type: Firm Fixed Price POC's: Contract Specialist, Joe Jones/732-795-1070/joseph.joseph.jones6@va.gov Contracting Officer, Debra Clayton/732-795-1015/debra.clayton2@va.gov PO # 200-J86374 See Section B for a list of required deliverables. (Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 200-36X4539-1123-193400-2324 F00100001						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$108,530.00							
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 checked="" 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 G. Clayton Contracting Officer				31c. DATE SIGNED 9/11/18			

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

- a. CONTRACTOR: Bill Lytle, (703) 582-3932
TechAnax
14000 Crown Court, Suite 206
Woodbridge, VA 22193
- b. GOVERNMENT: Contracting Officer 36C10B
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:

☒ 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, 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.

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

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:

B.2 GOVERNING LAW

Federal law and regulations, including the Federal Acquisition Regulations (FAR), shall govern this Order. Commercial license agreements may be made a part of this 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 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 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. § 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 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) and shall only be effected by a warranted Contracting Officer. Nothing in this Order or any commercial license agreement shall be construed as a waiver of sovereign immunity.

B.3 SOFTWARE LICENSE, MAINTENANCE and TECHNICAL SUPPORT

(1) Definitions.

- (a) Licensee. The term "licensee" shall mean the U.S. Department of Veterans Affairs ("VA") and is synonymous with "Government."
- (b) Licensor. The term "licensor" shall mean the contractor having the necessary license or ownership rights to deliver license, software maintenance and support of the computer software being acquired. The term "contractor" is the party identified in Block 17a on the SF1449. If the contractor is a reseller and not the Licensor, the contractor remains responsible for performance under this order.
- (c) Software. The term "software" shall mean the licensed computer software product(s) cited in the Schedule of Supplies/Services.
- (d) Maintenance. The term "maintenance" is the process of enhancing and optimizing software, as well as remedying defects. It shall include all new fixes, patches, releases, updates, versions and upgrades, as further defined below.
- (e) Technical Support. The term "technical support" refers to the range of services providing assistance for the software via the telephone, email, a website or otherwise.

- (f) **Release or Update.** The term “release” or “update” are terms that refer to a revision of software that contains defect corrections, minor enhancements or improvements of the software’s functionality. This is usually designated by a change in the number to the right of the decimal point (e.g., from Version 5.3 to 5.4). An example of an update is the addition of new hardware.
- (g) **Version or Upgrade.** The term “version” or “upgrade” are terms that refer to a revision of software that contains new or improved functionality. This is usually designated by a change in the number to the left of the decimal point (e.g., from Version 5.4 to 6).

(2) **Software License**

- (a) Unless otherwise stated in the Schedule of Supplies/Services, the Performance Work Statement or Product Description, the software license provided to the Government is a perpetual, nonexclusive license to use the software
- (b) The Government may use the software in a networked environment.
- (c) Any dispute regarding the license grant or usage limitations shall be resolved in accordance with the Disputes Clause incorporated in FAR 52.212-4(d).
- (d) All limitations of software usage are expressly stated in the Schedule of Supplies/Services and the Performance Work Statement/Product Description.

(3) **Software Maintenance and Technical Support**

- (a) If the Government desires to continue software maintenance and support beyond the period of performance identified in this contract or order, the Government will issue a separate contract or order for maintenance and support. Conversely, if a contract or order for continuing software maintenance and technical support is not received the contractor is neither authorized nor permitted to renew any of the previously furnished services.
- (b) The contractor shall provide software support services, which includes periodic updates, enhancements and corrections to the software, and reasonable technical support, all of which are customarily provided by the contractor to its commercial customers so as to cause the software to perform according to its specifications, documentation or demonstrated claims.
- (c) Any telephone support provided by contractor shall be at no additional cost.
- (d) The contractor shall provide all maintenance services in a timely manner in accordance with the contractor’s customary practice or as defined in the Performance Work Statement/Product Description. However, prolonged delay (exceeding 2 business days) in resolving software problems will be noted in the Government’s various past performance records on the contractor (e.g., www.ppirs.gov).
- (e) If the Government allows the maintenance and support to lapse and subsequently wishes to reinstate it, any reinstatement fee charged shall not exceed the amounts that would have been charged if the Government had not allowed the subscription to lapse.

- (4) **Disabling Software Code.** The Government requires delivery of computer software that does not contain any code that will, upon the occurrence or the nonoccurrence of any event, disable the software. Such code includes but is not limited to a computer virus, restrictive key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which limits or hinders the use or access to any computer software based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria. If any such disabling code is present, the contractor agrees to indemnify the Government for all

damages suffered as a result of a disabling caused by such code, and the contractor agrees to remove such code upon the Government's request at no extra cost to the Government. Inability of the contractor to remove the disabling software code will be considered an inexcusable delay and a material breach of contract, and the Government may exercise its right to terminate for cause. In addition, the Government is permitted to remove the code as it deems appropriate and charge the Contractor for consideration for the time and effort expended in removing the code.

- (5) Manuals and Publications. Upon Government request, the contractor shall furnish the most current version of the user manual and publications for all products/services provided under this contract or order at no cost.

(6)

B.4 PRICE SCHEDULE

BASE PERIOD					
Period of Performance shall be September 15, 2018 through September 14, 2019					
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	Description: Puppet Enterprise Premium Subscription_2500 –4999 nodes License Type: SnS OEM: Puppet Labs, Inc. Mfg Part No.: RPE25004999SPRM SW Serial No.: SW Key: MCC: N/A AppCode: N/A Electronic submission to: VA PM, COR, CO, AACLicense@va.gov Inspection: destination Acceptance: destination	1000	EA	\$108.53	\$108,530.00

0003	Proof of Entitlement: The Contractor shall complete the Attachment A (Proof of Entitlement form) for maintenance support. The Contractor shall fill in blocks 15-31. The Contractor shall provide Original Equipment Manufacturer (OEM) confirmation that all software support or licenses have been purchased. The Contractor shall provide service call instructions to include all information required to obtain maintenance, support or licenses. Payment of invoices will not be made without proper distribution and installation. The form shall be submitted electronically to: VA PM, COR, CO and AACLicense@va.gov	1	EA	NSP	NSP
	Base Period Total				\$108,530.00
Option Period One This Option may be exercised in accordance with FAR 52.217-9 Period of Performance shall be September 15, 2019 through September 14, 2020					
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1001	Description: Puppet Enterprise Premium Subscription_2500 –4999 nodes License Type: SnS OEM: Puppet Labs, Inc. Mfg Part No.: RPE25004999SPRM SW Serial No.: SW Key: MCC: N/A AppCode: N/A Electronic submission to: VA PM, COR, CO, AACLicense@va.gov Inspection: destination Acceptance: destination	3500	EA	\$113.95	\$398,825.00
1002	Proof of Entitlement: The Contractor shall complete the Attachment A (Proof of Entitlement form) for maintenance support. The Contractor shall fill in blocks 15-31. The Contractor shall provide Original Equipment Manufacturer (OEM) confirmation that all software support or licenses have been purchased. The Contractor shall provide service call instructions to include all information required to obtain maintenance, support	1	EA	NSP	NSP

	or licenses. Payment of invoices will not be made without proper distribution and installation. The form shall be submitted electronically to: VA PM, COR, CO and AACLicense@va.gov				
	Option Period One Total				\$398,825.00
Option Period Two This Option may be exercised in accordance with FAR 52.217-9 Period of Performance shall be September 15, 2020 through September 14, 2021					
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2001	SW Control No.: Description: Add-On Puppet Enterprise Premium Subscription_2500 –4999 nodes License Type: SnS OEM: Puppet Labs, Inc. Mfg Part No.: APE25004999SPRM SW Serial No.: SW Key: MCC: N/A AppCode: N/A	3500	EA	\$119.66	\$418,810.00

2002	Proof of Entitlement: The Contractor shall complete the Attachment A (Proof of Entitlement form) for maintenance support. The Contractor shall fill in blocks 15-31. The Contractor shall provide Original Equipment Manufacturer (OEM) confirmation that all software support or licenses have been purchased. The Contractor shall provide service call instructions to include all information required to obtain maintenance, support or licenses. Payment of invoices will not be made without proper distribution and installation. The form shall be submitted electronically to: VA PM, COR, CO and AACLicense@va.gov	1	EA	NSP	NSP
	Option Period Two Total				\$418,810.00
Option Period Three This Option may be exercised in accordance with FAR 52.217-9 Period of Performance shall be September 15, 2021 through September 14, 2022					
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
3001	Description: Puppet Enterprise Premium Subscription_2500 –4999 nodes License Type: SnS OEM: Puppet Labs, Inc. Mfg Part No.: RPE25004999SPRM SW Serial No.: SW Key: MCC: N/A AppCode: N/A	3500	EA	\$125.63	\$439,705.00

3002	Proof of Entitlement: The Contractor shall complete the Attachment A (Proof of Entitlement form) for maintenance support. The Contractor shall fill in blocks 15-31. The Contractor shall provide Original Equipment Manufacturer (OEM) confirmation that all software support or licenses have been purchased. The Contractor shall provide service call instructions to include all information required to obtain maintenance, support or licenses. Payment of invoices will not be made without proper distribution and installation. The form shall be submitted electronically to: VA PM, COR, CO and AACLicense@va.gov	1	EA	NSP	NSP
	Option Period Three Total				\$439,705.00
	Total (Base + Option Periods)				\$1,365,870.00

B.5 PRODUCT DESCRIPTION



PRODUCT DESCRIPTION

**DEPARTMENT OF VETERANS AFFAIRS
Office of Information & Technology
Information Technology Operations & Services**

Puppet Enterprise Software License and Maintenance Support

**Date: April 24, 2018
TAC-18-51125**

1.0 REQUIREMENTS

The Department of Veterans Affairs (VA), Office of Information and Technology (OI&T), Information Technology & Operations (ITOPS) requires an additional 1000 nodes for the Puppet Enterprise software product to co-term with the annual renewal of an existing 2500 nodes to complement Red Hat Linux products product currently in use at the VA.

The Contractor shall provide one telephone number and/or a point of contact for VA to contact and opening maintenance service calls. Software maintenance includes product version upgrades, service packs, access to comprehensive solution library, unlimited web and online service request management, and authorized technical support by pool of support technicians addressing issues based on severity and impact of the issue. The period of performance shall be September 15, 2018 through September 14, 2019, plus three (3) 12-month options periods for co-terming maintenance of 3500 nodes, if exercised.

All deliverables shall be through the AACLICENSE@VA.GOV mailbox. Deliverables shall include updated software licensing information and instructions on how to place service requests.

The Contractor shall provide the following:

CLIN	Base Period of Performance: September 15, 2018 through September 14, 2019	QTY	Unit
0001	SW Control No.: Description: Puppet Enterprise Add-on Nodes OEM: Puppet Enterprise 2500-4999 Nodes Premium Mfg Part No.: APE25004999SPRM-G17 MCC: N/A AppCode: N/A	1000	each
0002	Proof of Entitlement: The Contractor shall complete the Attachment A (Proof of Entitlement form) for maintenance support. The Contractor shall fill in blocks 15-31. The Contractor shall provide Original Equipment Manufacturer (OEM) confirmation that all software support or licenses have been purchased. The Contractor shall provide service call instructions to include all information required to obtain maintenance, support or licenses. Payment of invoices will not be made without proper distribution and installation. The form shall be submitted electronically to: VA PM, COR, CO and AACLICENSE@va.gov	NSP	NSP

CLIN	Option Period 1 Period of Performance: September 15, 2019 through September 14, 2020	QTY	Unit
1001	SW Control No.: Description: Puppet Enterprise Premium Subscription_2500 –4999 nodes License Type: SnS OEM: Puppet Labs, Inc. Mfg Part No.: RPE25004999SPRM SW Serial No.: SW Key: MCC: N/A AppCode: N/A	2500	each
1002	SW Control No.: Description: Add-On Puppet Enterprise Premium Subscription_2500 –4999 nodes License Type: SnS OEM: Puppet Labs, Inc. Mfg Part No.: APE25004999SPRM SW Serial No.: SW Key: MCC: N/A AppCode: N/A	1000	each
1003	Proof of Entitlement: The Contractor shall complete the Attachment A (Proof of Entitlement form) for maintenance support. The Contractor shall fill in blocks 15-31. The Contractor shall provide Original Equipment Manufacturer (OEM) confirmation that all software support or licenses have been purchased. The Contractor shall provide service call instructions to include all information required to obtain maintenance, support or licenses. Payment of invoices will not be made without proper distribution and installation. The form shall be submitted electronically to: VA PM, COR, CO and AACLicense@va.gov	NSP	NSP

CLIN	Option Period 2 Period of Performance: September 15, 2020 through September 14, 2021	QTY	Unit
2001	SW Control No.: Description: Puppet Enterprise Premium Subscription_2500 –4999 nodes License Type: SnS OEM: Puppet Labs, Inc. Mfg Part No.: RPE25004999SPRM SW Serial No.: SW Key: MCC: N/A AppCode: N/A	3500	each
2002	Proof of Entitlement: The Contractor shall complete the Attachment A (Proof of Entitlement form) for maintenance support. The Contractor shall fill in blocks 15-31. The Contractor shall provide Original Equipment Manufacturer (OEM) confirmation that all software support or licenses have been purchased. The Contractor shall provide service call instructions to include all information required to obtain maintenance, support or licenses. Payment of invoices will not be made without proper distribution and installation. The form shall be submitted electronically to: VA PM, COR, CO and AACLICENSE@va.gov	NSP	NSP

CLIN	Option Period 3 Period of Performance: September 15, 2021 through September 14, 2022	QTY	Unit
3001	SW Control No.: Description: Puppet Enterprise Premium Subscription_2500 –4999 nodes License Type: SnS OEM: Puppet Labs, Inc. Mfg Part No.: RPE25004999SPRM SW Serial No.: SW Key: MCC: N/A AppCode: N/A	3500	each
3002	Proof of Entitlement: The Contractor shall complete the Attachment A (Proof of Entitlement form) for maintenance support. The Contractor shall fill in blocks 15-31. The Contractor shall provide Original Equipment Manufacturer (OEM) confirmation that all software support or licenses have been purchased. The Contractor shall provide service call instructions to include all information required to obtain maintenance, support or licenses. Payment of invoices will not be made without proper distribution and installation. The form shall be submitted electronically to: VA PM, COR, CO and AACLICENSE@va.gov	NSP	NSP

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

- B. 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.

4.0 SHIPMENT OF SOFTWARE

INSPECTION: Destination

ACCEPTANCE: Destination

FREE ON BOARD (FoB): Destination

SHIP TO AND MARK FOR: All delivery will be electronic delivery of software and software licenses to AAClicense@va.gov and provide notice to:

Primary:		Alternate:	
Name:	Kevin Hodge	Name:	Robert Biles
Address:	1615 Woodward St. Austin, TX 78772	Address:	1615 Woodward St. Austin, TX 78772
Voice:	(512) 981-4866	Voice:	(512) 326-7882
Email:	Kevin.Hodge@va.gov	Email:	Robert.Biles@va.gov

4.1 SPECIAL SHIPPING INSTRUCTIONS

Prior to shipping, the Contractor shall notify Site POCs, by phone followed by email, of all incoming deliveries including line-by-line details for review of requirements. The 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 **<hardware>** to ensure sites have adequate storage space.

All shipments, either single or multiple container deliveries, shall 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:

1. **IFCAP PO #** _____ (e.g., 166-E11234. The IFCAP PO number is located in block #20 of the SF 1449.)
2. **Project Description:** (e.g., Tier I Lifecycle Refresh)
3. **Total number of Containers:** Package ____ of _____. (e.g., Package 1 of 3)

INFORMATION SECURITY CONSIDERATIONS:

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

All VA sensitive information shall be protected at all times in accordance with local security field office System Security Plans (SSP's) and Authority to Operate (ATO)'s for all systems/LAN's accessed while performing the tasks detailed in this Product Description.

- a. A prohibition on unauthorized disclosure: "Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA." See VA handbook 6500.6, Appendix C, paragraph 3.a.
- b. A requirement for data breach notification: Upon discovery of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access, the contractor/subcontractor shall immediately and simultaneously notify the COR, the designated ISO, and Privacy Officer for the contract. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. See VA Handbook 6500.6, Appendix C, paragraph 6.a.
- c. A requirement to pay liquidated damages in the event of a data breach: "In the event of a data breach or privacy incident involving SPI the contractor processes or maintains under this contract, the contractor shall be liable to VA for liquidated damages for a specified amount per affected individual to cover the cost of providing credit protection services to those individuals." See VA handbook 6500.6, Appendix C, paragraph 7.a., 7.d.
- d. A requirement for annual security/privacy awareness training: "Before being granted access to VA information or information systems, all contractor employees and subcontractor employees requiring such access shall complete on an annual basis either: (i) the VA security/privacy awareness training (contains VA security/privacy requirements) within 1 week of the initiation of the contract, or (ii) security awareness training provided or arranged by the contractor that conforms to VA's security/privacy requirements as delineated in the hard copy of the VA security awareness training provided to the contractor. If the contractor provides their own training that conforms to VA's requirements, they will provide the COR or CO, a yearly report (due annually on the date of the

contract initiation) stating that all applicable employees involved in the VA's contract have received their annual security/privacy training that meets VA's requirements and the total number of employees trained. See VA Handbook 6500.6, Appendix C, paragraph 9.

- e. A requirement to sign VA's Rules of Behavior: "Before being granted access to VA information or information systems, all contractor employees and subcontractor employees requiring such access shall sign on annual basis an acknowledgement that they have read, understand, and agree to abide by VA's Contractor Rules of Behavior which is attached to this contract." See VA Handbook 6500.6, Appendix C, paragraph 9, Appendix D. Note: If a medical device vendor anticipates that the services under the contract will be performed by 10 or more individuals, the Contractor Rules of Behavior may be signed by the vendor's designated representative. The contract must reflect by signing the Rules of Behavior on behalf of the vendor that the designated representative agrees to ensure that all such individuals review and understand the Contractor Rules of Behavior when accessing VA's information and information systems.

POINT(S) OF CONTACT:

VA Program Manager

Name: Robert Biles
 Address: 1615 Woodward St.
Austin, TX 78772
 Voice: (512) 326-7882
 Email: Robert.Biles@va.gov

Contracting Officer

Name: Debra G. Clayton
 Address: 23 Christopher Way
Eatontown, NJ 07724
 Voice: 732-795-1015
 Email: Debra.Clayton2@va.gov

Contracting Officer's Representative

Name: Kevin Hodge
 Address: 1615 Woodward St.
Austin, TX 78772
 Voice: 512-981-4866
 Email: Kevin.Hodge@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

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/oal/library/vaar/>

<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
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION SYSTEMS	JUL 2013
52.212-4	CONTRACT TERMS-COMMERCIAL ITEMS	JAN 2017
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
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	JUL 2013

C.3 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

(a) *Definitions.* As used in this clause—

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

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

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of Clause)

C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this Order 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 10 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 4 years.

(End of Clause)

C.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(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 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT A – Proof of Entitlement