

SECTION B - CONTINUATION OF SF 1449 BLOCKS

ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Monthly Recurring Charges - Chicago, in accordance with Performance Work Statement Inspection/Acceptance: Destination FOB: Destination IFCAP: 116-S86868 Period of Performance: September 26, 2018-September 25, 2019				
0001AA	Space CH1 - 2.4 kVA - 19" Closed Cabinet (Qty 1)	12	MO	\$361.00	\$10,396.80
0001AB	AC Power CH1 2.4kVA-(Qty 1))	12	MO	\$295.00	\$8,510.40
0001AB1	Power CH1 - 30-amp, 120v AC Single Phase Primary (Qty 1) (Provisioning)	12	MO	\$0.00	\$0.00
0001AB2	Power CH1 - 30- amp, 120v AC Single Phase Redundant (Qty 1) (Provisioning)	12	MO	\$0.00	\$0.00
0001AC	Interconnect CH1 - Cross Connect - Fiber (SM) (Qty 6)	12	MO	\$282.12	\$20,306.88
0001AD	Interconnect CH1 – Cloud Exchange Port Product-10GbE Unlimited Connection Port (Qty 2) OPEN MARKET	12	MO	\$1,500.00	\$36,000.00
0001AE	Interconnect CH1 - Extended Cross Connect - Fiber (SM) (Qty 1)	12	MO	\$604.00	\$7,248.00
0001AF	Interconnect CH1 - Cloud Exchange Connection - Remote 200MBPS Virtual Circuit OPEN MARKET (Qty 2)	12	MO	\$350.00	\$8,400.00
0001AF1	Interconnect CH1 –Cloud Exchange Connection - Remote 200MBPS Virtual Circuit OPEN MARKET (Qty 2) (Provisioning)	12	MO	\$0.00	\$0.00
0001AG	Interconnect CH1 – Cloud Exchange Port Product 1GB (Qty 2)	12	MO	\$80.60	\$1,934.40

0002	Monthly Recurring Charges - Ashburn, VA, in accordance with Performance Work Statement				
0002AA	Space DC1 - 2.4 kVA - 19" Closed Cabinet (Qty 1)	12	MO	\$299.00	\$8,611.20
0002AB	AC Power DC1 2.4kVA-(Qty 1)	12	MO	\$244.50	\$7,041.60
0002AB1	Power DC1 - 30-amp, 120v AC Single Phase Primary (Qty 1) (Provisioning)	12	MO	\$0.00	\$0.00
0002AB2	Power DC1 - 30-amp, 120v AC Single Phase Redundant (Qty 1) (Provisioning)	12	MO	\$0.00	\$0.00
0002AC	Interconnect DC1 - Cross Connect - Fiber (SM) (Qty 4)	12	MO	\$282.00	\$13,536.00
0002AD	Interconnect DC1 - Cross Connect - Fiber (SM) (Qty 3)	12	MO	\$282.12	\$10,156.32
0002AE	Interconnect DC1 - Cloud Exchange Port Product - 10GbE - Unlimited Connection Port (Qty 2) OPEN MARKET	12	MO	\$1,500.00	\$36,000.00
0002AF	Interconnect DC1 -Cloud Exchange Port Product - 1GB (Qty 2)	12	MO	\$80.60	\$1,934.40
0003	Electronic Portal in accordance with Performance Work Statement - Section 5.2			NSP	NSP
0004	SMART HANDS SERVICES				
0004AA	Smart Hands Services (Hours)	10	HRS	\$161.21	\$1,612.10
Base Period Total					\$171,688.10
ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
1001	Monthly Recurring Charges - Chicago, in accordance with Performance Work Statement Inspection/Acceptance: Destination FOB: Destination				

	Period of Performance: September 26, 2019- September 25, 2020				
1001AA	Space CH1 - 2.4 kVA - 19" Closed Cabinet (Qty 1)	12	MO	\$361.00	\$10,396.80
1001AB	AC Power CH1 2.4kVA-(Qty 1))	12	MO	\$295.00	\$8,510.40
1001AB1	Power CH1 - 30-amp, 120v AC Single Phase Primary (Qty 1) (Provisioning)	12	MO	\$0.00	\$0.00
1001AB2	Power CH1 - 30- amp, 120v AC Single Phase Redundant (Qty 1) (Provisioning)	12	MO	\$0.00	\$0.00
1001AC	Interconnect CH1 - Cross Connect - Fiber (SM) (Qty 6)	12	MO	\$282.12	\$20,306.88
1001AD	Interconnect CH1 – Cloud Exchange Port Product- 10GbE Unlimited Connection Port(Qty 2) OPEN MARKET	12	MO	\$1,500.00	\$36,000.00
1001AE	Interconnect CH1 - Extended Cross Connect - Fiber (SM) (Qty 1)	12	MO	\$604.00	\$7,248.00
1001AF	Interconnect CH1 - Cloud Exchange Connection - Remote 200MBPS Virtual Circuit OPEN MARKET (Qty 2)	12	MO	\$350.00	\$8,400.00
1001AF1	Interconnect CH1 –Cloud Exchange Connection - Remote 200MBPS Virtual Circuit OPEN MARKET (Qty 2) (Provisioning)	12	MO	\$0.00	\$0.00
1001AG	Interconnect CH1 – Cloud Exchange Port Product 1GB (Qty 2)	12	MO	\$80.60	\$1,934.40
1002	Monthly Recurring Charges - Ashburn, VA, in accordance with Performance Work Statement				
1002AA	Space DC1 - 2.4 kVA - 19" Closed Cabinet (Qty 1)	12	MO	\$299.00	\$8,611.20
1002AB	AC Power DC1 2.4kVA-(Qty 1)	12	MO	\$244.50	\$7,041.60
1002AB1	Power DC1 - 30-amp, 120v AC Single Phase Primary (Qty 1) (Provisioning)	12	MO	\$0.00	\$0.00
1002AB2	Power DC1 - 30-amp, 120v AC Single Phase Redundant (Qty 1) (Provisioning)	12	MO	\$0.00	\$0.00

1002AC	Interconnect DC1 - Cross Connect - Fiber (SM) (Qty 4)	12	MO	\$282.00	\$13,536.00
1002AD	Interconnect DC1 - Cross Connect - Fiber (SM) (Qty 3)	12	MO	\$282.12	\$10,156.32
1002AE	Interconnect DC1 - Cloud Exchange Port Product - 10GbE - Unlimited Connection Port (Qty 2) OPEN MARKET	12	MO	\$1,500.00	\$36,000.00
1002AF	Interconnect DC1 - Cloud Exchange Port Product - 1GB (Qty 2)	12	MO	\$80.60	\$1,934.40
1003	Electronic Portal in accordance with Performance Work Statement - Section 5.2			NSP	NSP
1004	SMART HANDS SERVICES				
1004AA	Smart Hands Services (Hours)	10	HRS	\$161.21	\$1,612.10
Option Period 1 Total					\$171,688.10
ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
2001	Monthly Recurring Charges - Chicago, in accordance with Performance Work Statement Inspection/Acceptance: Destination FOB: Destination Period of Performance: September 26, 2020-September 25, 2021				
2001AA	Space CH1 - 2.4 kVA - 19" Closed Cabinet (Qty 1)	12	MO	\$361.00	\$10,396.80
2001AB	AC Power CH1 2.4kVA-(Qty 1))	12	MO	\$295.00	\$8,510.40
2001AB1	Power CH1 - 30-amp, 120v AC Single Phase Primary (Qty 1) (Provisioning)	12	MO	\$0.00	\$0.00
2001AB2	Power CH1 - 30- amp, 120v AC Single Phase Redundant (Qty 1) (Provisioning)	12	MO	\$0.00	\$0.00
2001AC	Interconnect CH1 - Cross Connect - Fiber (SM) (Qty 6)	12	MO	\$282.12	\$20,306.88

2001AD	Interconnect CH1 – Cloud Exchange Port Product- 10GbE Unlimited Connection Port(Qty 2) OPEN MARKET	12	MO	\$1,500.00	\$36,000.00
2001AE	Interconnect CH1 - Extended Cross Connect - Fiber (SM) (Qty 1)	12	MO	\$604.00	\$7,248.00
2001AF	Interconnect CH1 - Cloud Exchange Connection - Remote 200MBPS Virtual Circuit OPEN MARKET (Qty 2)	12	MO	\$350.00	\$8,400.00
2001AF1	Interconnect CH1 –Cloud Exchange Connection - Remote 200MBPS Virtual Circuit OPEN MARKET (Qty 2) (Provisioning)	12	MO	\$0.00	\$0.00
2001AG	Interconnect CH1 – Cloud Exchange Port Product 1GB (Qty 2)	12	MO	\$80.60	\$1,934.40
2002	Monthly Recurring Charges - Ashburn, VA, in accordance with Performance Work Statement				
2002AA	Space DC1 - 2.4 kVA - 19" Closed Cabinet (Qty 1)	12	MO	\$299.00	\$8,611.20
2002AB	AC Power DC1 2.4kVA-(Qty 1)	12	MO	\$244.50	\$7,041.60
2002AB1	Power DC1 - 30-amp, 120v AC Single Phase Primary (Qty 1) (Provisioning)	12	MO	\$0.00	\$0.00
2002AB2	Power DC1 - 30-amp, 120v AC Single Phase Redundant (Qty 1) (Provisioning)	12	MO	\$0.00	\$0.00
2002AC	Interconnect DC1 - Cross Connect - Fiber (SM) (Qty 4)	12	MO	\$282.00	\$13,536.00
2002AD	Interconnect DC1 - Cross Connect - Fiber (SM) (Qty 3)	12	MO	\$282.12	\$10,156.32
2002AE	Interconnect DC1 - Cloud Exchange Port Product - 10GbE - Unlimited Connection Port (Qty 2) OPEN MARKET	12	MO	\$1,500.00	\$36,000.00
2002AF	Interconnect DC1 –Cloud Exchange Port Product – 1GB (Qty 2)	12	MO	\$80.60	\$1,934.40
2003	Electronic Portal in accordance with Performance Work Statement - Section 5.2			NSP	NSP

2004	SMART HANDS SERVICES				
2004AA	Smart Hands Services (Hours)	10	HRS	\$161.21	\$1,612.10
Option Period 2 Total					\$171,688.10
GRAND TOTAL					\$515,064.30

Governing Law

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.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: Equinix

[REDACTED]
[REDACTED]
[REDACTED]

b. GOVERNMENT: Contracting Officer 36C10A

Department of Veterans Affairs
Office of Acquisition Operations

Technology Acquisition Center – Austin
1701 Directors Blvd, Suite 600
Austin TX 78744

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 ☒ MONTHLY-UPON ACCEPTANCE

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 Veteran Affairs
Financial Services Center
P.O. Box 149971
Austin TX 78714-8971

B.3 ACCOUNTING AND APPROPRIATION DATA

Funds in the amount of \$171,688.10 are obligated on IFCAP Order Number 116-S86868. The contractor shall reference the IFCAP Order Number on each invoice submitted for payment.

SECTION C - CONTRACT CLAUSES

C.1 FSS RFQ INTRODUCTORY LANGUAGE

The terms and conditions of the contractor's FSS contract (including any contract modifications) apply to all Blanket Purchase Agreements (BPA) and task or delivery orders issued under the contract. When a lower price has been established, or when the delivery terms, FOB terms, or ordering requirements have been modified by the BPA or task/delivery order, those modified terms will apply to all purchases made pursuant to it and take precedence over the FSS contract. Any unique terms and conditions of a BPA or order issued under the contract that are not a part of the applicable FSS contract will govern. In the event of an inconsistency between the terms and conditions of a BPA or task/delivery order and the Contractor's FSS terms, other than those identified above, the terms of the FSS contract will take precedence.

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>
<https://www.va.gov/oal/library/vaar/>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007

(End of clause)

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.

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

(a) The Government may extend the term of this contract by written notice to the Contractor up to 5 days before the contract completion; 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 36 months.

(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 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Texas . Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.8 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

See Attached Performance Work Statement, titled "eCloud Services" dated September 20, 2018