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|---|---|--|------------------|--|--|---|------------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NO. 200-15-3-1131-0054 | | PAGE 1 OF 11 | |
| 2. CONTRACT NO. NNG15SD03B | | 3. AWARD/EFFECTIVE DATE <u>6/19/15</u> | | 4. ORDER NO. VA118-15-F-0140 | | 5. SOLICITATION NUMBER | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME Justin Helfman, Contract Specialist | | b. TELEPHONE NO. (No Collect Calls) 732-795-1119 | | 6. SOLICITATION ISSUE DATE | |
| 9. ISSUED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724 | | CODE | | 10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS | | <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 541519 SIZE STANDARD: 150 employees | |
| 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 Wsy Eatontown NJ 07724 | | CODE | |
| 17a. CONTRACTOR/OFFEROR PREMIER TECHNICAL SERVICES CORPORATION 312 E MAIN ST LURAY VA 22835 TELEPHONE NO. | | FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Technology Acquisition Center Financial Services Center PO Box 149971 Austin TX 78714-8971 PHONE: FAX: | | CODE | |
| DUNS: 606169126 DUNS+4: | | | | | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | See Section B Price Schedule Type of contract: Firm Fixed Price The Points of Contact are Justin Helfman Phone: 732-578-6344, email: justin.helfman@va.gov and the Contracting Officer, Debra Clayton, Phone: 732-578-5420 email: debra.clayton2@va.gov Project Title - QRadar Processors Refresh For Billing Purposes, the Purchase Order # is 200-J56192 (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA 200-36X4539-1131-194100-3134 F00100001 | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$282,332.76 | | |
| 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 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) | | | 31c. DATE SIGNED |
| | | | | Debra Clayton Contracting Officer | | | <u>6/19/15</u> |

Table of Contents

| | |
|--|-----------|
| SECTION B - CONTINUATION OF SF 1449 BLOCKS | 3 |
| B.1 CONTRACT ADMINISTRATION DATA..... | 3 |
| B.2 GOVERNING LAW CLAUSE | 4 |
| B.3 PRICE SCHEDULE..... | 5 |
| B.4 PRODUCT DESCRIPTION | 5 |
| SECTION C - CONTRACT CLAUSES | 8 |
| C.1 NASA SEWP V RFQ INTRODUCTORY LANGUAGE | 8 |
| C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)..... | 8 |
| C.3 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008) | 8 |
| C.4 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012) .. | 9 |
| C.5 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)..... | 10 |
| C.6 VAAR 852.246-70 GUARANTEE (JAN 2008)..... | 10 |
| C.7 VAAR 852.246-71 INSPECTION (JAN 2008)..... | 10 |
| SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS | 11 |
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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

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

a. CONTRACTOR: Premier Technical Services Corp.

b. GOVERNMENT: Contracting Officer 0010B
Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way

Eatontown NJ 07724

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer -
Other than Central Contractor Registration, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other [in accordance with the Delivery Schedule set forth in Schedule B]

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

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: 591455

6. PURCHASE ORDER NUMBER (FOR BILLING PURPOSES): 200-J56192

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 SCHEDULE

| | | | | | | |
|------------------|--|---------------|------------|-------------|-------------------|---------------------|
| | BASE PERIOD | | | | | |
| | June 19, 2015 through June 18, 2016 | | | | | |
| LINE ITEM | DESCRIPTION | PART # | QTY | UNIT | UNIT PRICE | TOTAL |
| 0001 | IBM Security QRadar Core Appliance XX28 G2 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Months | D14RCLL | 6 | EA | \$532.55 | \$3,195.30 |
| 0002 | IBM Security QRadar Core Appliance XX28 G2 Appliance Install Appliance + Subscription and Support 12 Months | D14RALL | 6 | EA | \$46,424.60 | \$278,547.60 |
| 0003 | IBM Security QRadar Core ApplianceXX28 G2 Appliance Install Initial Appliance Hard Drive Retention Service Upgrade 12 Months | D14RDLL | 6 | EA | \$98.31 | \$589.86 |
| | Base Period Total | | | | | \$282,332.76 |

B.4 PRODUCT DESCRIPTION**1. REQUIREMENTS:**

The Department of Veterans Affairs, Office of Information Technology, Service Delivery and Engineering (SDE), Enterprise Operations (EO), requires the procurement of IBM QRadar Security Core Appliance, hard drive retention and hardware maintenance and support. The required IBM QRadar products will integrate with existing Enterprise Operations (EO) QRadar architecture which includes QRadar consoles, QRadar licensing and other existing QRadar event collector and processors for central QRadar device management, event reporting, and event alerting and event correlation.

The delivery shall be physical hardware to the Austin Information Technology Center (AITC), located at 1615 Woodward Street, Austin, TX 78772 within 30 days after receipt of order. This Contractor shall provide the following:

| Description | Part no. | Quantity |
|--|----------|----------|
| IBM Security QRadar Core Appliance XX28 G2 Appliance Install Initial Appliance Business Critical Service Upgrade 12 Months | D14RCLL | 6 |
| IBM Security QRadar Core Appliance XX28 G2 Appliance Install Appliance + Subscription and | D14RALL | 6 |

| | | |
|--|---------|---|
| Support 12 Months | | |
| IBM Security QRadar Core ApplianceXX28 G2 Appliance Install Initial Appliance Hard Drive Retention Service Upgrade 12 Months | D14RDLL | 6 |

SCHEDULE FOR DELIVERABLES**Inspection:** Destination**Acceptance:** Destination**Free on Board (FOB):** Destination**Ship To and Mark For:****Primary:** Name: Benito Urbina

Address: 1615 Woodward Street, Austin, TX 78772

Voice: 512-326-6564

Email: benito.urbina@va.gov**Alternate:** Name: Michael Hill

Address: 1615 Woodward Street, Austin, TX 78772

Voice: 512-326-6564

Email: michael.hill6@va.gov**Special Shipping Instructions:**

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

Contractors must coordinate deliveries with Site POCs before shipment of IBM QRadar hardware to ensure sites have adequate storage space.

All shipments, either single or multiple container deliveries, will bear the VA Purchase Order number on external shipping labels and associated manifests or packing lists. In the case of multiple container deliveries, a statement readable near the VA PO number will indicate total number of containers for the complete shipment (ex. "Package 1 of 2"), clearly readable on manifests and external shipping labels.

Packing Slips/Labels and Lists shall include the following:

IFCAP PO # _____ (i.e., 166-E11234)

Total number of Containers: Package ____ of _____. (i.e., Package 1 of 3)

NOTE: VA XXX Initiative

INFORMATION SECURITY CONSIDERATIONS:

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

POINT(S) OF CONTACT:

VA Program Manager:

Name: Benito Urbina

Address: 1615 Woodward Street, Austin, TX 78772

Voice: 512-326-6014

Email: benito.urbina@va.gov

SECTION C - CONTRACT CLAUSES

C.1 NASA SEWP V RFQ INTRODUCTORY LANGUAGE

All clauses and provisions from the Federal Acquisition Regulation (FAR), NASA FAR Supplement, and the Goddard Space Flight Center Regulation from the applicable NASA Solutions for Enterprise Wide Procurement (SEWP) V Government-Wide Acquisition Contract (GWAC), and the specific NASA SEWP V contract referenced on the SF1449 in Block 2, are hereby incorporated by reference.

The full text of any FAR and NASA SEWP V clauses which are incorporated by reference may be obtained at the following URLs:

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

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

C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|-----------------------|--|-------------|
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | AUG 2013 |
| 52-209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS | JUL 2013 |
| 52.227-1 | AUTHORIZATION AND CONSENT | DEC 2007 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC 2007 |

C.3 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state

or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.4 852.232-72 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.5 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.6 VAAR 852.246-70 GUARANTEE (JAN 2008)

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

(End of clause)

C.7 VAAR 852.246-71 INSPECTION (JAN 2008)

Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of clause)

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

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