

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

1. REQUISITION NO. See Block 20 PAGE 1 OF 11

2. CONTRACT NO. NNG15SD26B
 3. AWARD/EFFECTIVE DATE 6/29/15
 4. ORDER NO. VA118-15-F-0149
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME Justin Helfman, Contract Specialist
 b. TELEPHONE NO. (No Collect Calls) 732-795-1119
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY Department of Veterans Affairs
 Technology Acquisition Center
 23 Christopher Way
 Eatontown NJ 07724
 CODE
 10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: 100 % 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 N/A
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

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

17a. CONTRACTOR/OFFEROR CODE THUNDERCAT TECHNOLOGY, LLC
 FACILITY CODE
 1775 WIEHLE AVE STE 104
 RESTON VA 20190
 TELEPHONE NO. DUNS: 809887164 DUNS+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: Riverbed Network Accelerators Purchase Order #'s for Billing Purposes: 200-J56193, 200-J56194, 200-J52060 2237 numbers: 200-15-3-1131-0107 200-15-3-1123-0089 200-15-3-1125-0072 (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) \$507,091.25

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE 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
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) DEBRA G. CLAYTON
 30c. DATE SIGNED 6/29/15
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DEBRA G. CLAYTON
 31c. DATE SIGNED 6/29/15

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: Thundercat Technology, 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 [in accordance with the Delivery Schedule set forth in Schedule B]

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

5. ITARS APPROVAL NUMBER: 591455

6. PURCHASE ORDER NUMBERS (FOR BILLING PURPOSES):

200-J56193 - \$15,786.00

200-J56194 - \$106,608.00

200-J52060 - \$384,697.25

B.2 GOVERNING LAW CLAUSE

Federal law and regulations, including the Federal Acquisition Regulations (FAR), shall govern this Contract/Order. Commercial license agreements may be made a part of this Contract/Order but only if both parties expressly make them an addendum hereto. If the commercial license agreement is not made an addendum, it shall not apply, govern, be a part of or have any effect whatsoever on the Contract/Order; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap), any agreement that is otherwise delivered with or provided to the Government with the commercial computer software or documentation (shrinkwrap), or any other license agreement otherwise referred to in any document. If a commercial license agreement is made an addendum, only those provisions addressing data rights regarding the Government's use, duplication and disclosure of data (e.g., restricted computer software) are included and made a part of this Contract/Order, and only to the extent that those provisions are not duplicative or inconsistent with Federal law, Federal regulation, the incorporated FAR clauses and the provisions of this Contract/Order; those provisions in the commercial license agreement that do not address data rights regarding the Government's use, duplication and disclosure of data shall not be included or made a part of the Contract/Order. Federal law and regulation including, without limitation, the Contract Disputes Act (41 U.S.C. § 7101 et seq.), the Anti-Deficiency Act (31 U.S.C. § 1341 et seq.), the Competition in Contracting Act (41 U.S.C. § 3301 et seq.), the Prompt Payment Act (31 U.S.C. § 3901 et seq.), Contracts for Data Processing or Maintenance (38 USC § 5725), and FAR clauses 52.212-4, 52.227-14, 52.227-19 shall supersede, control, and render ineffective any inconsistent, conflicting, or duplicative provision in any commercial license agreement. In the event of conflict between this Clause and any provision in the Contract/Order or the commercial license agreement or elsewhere, the terms of this Clause shall prevail. Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ). 28 U.S.C. § 516. At the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation. Any additional changes to the Contract/Order must be made by contract/order modification (Standard Form 30) and shall only be effected by a warranted Contracting Officer. Nothing in this Contract/Order or any commercial license agreement shall be construed as a waiver of sovereign immunity.

B.3 PRICE/DELIVERY SCHEDULE

BASE PERIOD							
PO Number	LINE ITEM	DESCRIPTION	PART #	QTY	UNIT	UNIT PRICE	TOTAL
	0001	SteelHead CX 570 Pick to Order Model, configured as:	CXA-00570-PTO	35	EA	\$0.00	\$0.00
200-J52060	0002	Steelhead CXA 570 B020 with RiOS, BMC Module (with 4 onboard GbE ports)	CXA-00570-B020	35	EA	\$5,727.50	\$200,462.50
200-J52060	0003	Mandatory Option: Default Software version (included in price)	OS-DAFAULT	35	EA	\$612.97	\$21,453.95
200-J52060	0004	Mandatory Option: Cable Power cord, North America (included in price)	PWR-CORD-US	35	EA	\$1,915.52	\$67,043.20
	0005	LICENSE STEELHEAD CXA 570-L	LIC-CXA-570-L	35	EA	\$0.00	\$0.00
	0006	FIPS License (SH550/CX555/570/EX560)	FPS-003	35	EA	\$0.00	\$0.00
200-J56194	0007	Steelhead CXA 570 Gold Support	MNT-GLD-CXA-00570	35	EA	\$1,210.84	\$42,379.40
200-J56193	0008	Support FIPS License (SH550/CX555/EX560)	MNT-FPS-003	35	EA	\$350.80	\$12,278.00
200-J56194	0009	Disc/Memory Support xx55 CX555/7555	MNT-EHR-DT-CX	35	EA	\$115.95	\$4,058.25
	0010	SteelHead CX 570 Pick to Order Model, configured as:	CXA-00570-PTO	10	EA	\$0.00	\$0.00
200-J52060	0011	Steelhead CXA 570 B020 with RiOS, BMC Module (with 4 onboard GbE ports)	CXA-00570-B020	10	EA	\$5,512.86	\$55,128.60
200-J52060	0012	Mandatory Option: Default Software version (included in price)	OS-DAFAULT	10	EA	\$2,145.38	\$21,453.80
200-J52060	0013	Mandatory Option: Cable Power cord, North America (included in price)	PWR-CORD-US	10	EA	\$1,915.52	\$19,155.20
	0014	License Steelhead CXA 570-M, 10Mbps, 400 conn	LIC-CXA-570-M	10	EA	\$0.00	\$0.00
	0015	FIPS License (SH550/CX555/570/EX560)	FPS-003	10	EA	\$0.00	\$0.00
200-J56194	0016	Steelhead CXA 570 Gold Support	MNT-GLD-CXA-00570	10	EA	\$1,210.84	\$12,108.40

BASE PERIOD							
PO Number	LINE ITEM	DESCRIPTION	PART #	QTY	UNIT	UNIT PRICE	TOTAL
200-J56193	0017	Support FIPS License (SH550/CX555/EX560)	MNT-FPS-003	10	EA	\$350.80	\$3,508.00
200-J56194	0018	Disc/Memory Support xx55 CX555/7555	MNT-EHR-DT-CX	10	EA	\$115.95	\$1,159.50
200-J56194	0019	Professional Services - including installation / configuration - Fixed Charge	SVC-PSD-00002	15	EA	\$2,319.84	\$34,797.60
200-J56194	0020	Project Management - Fixed Charge	SVC-PJM-00001	15	EA	\$289.98	\$4,349.70
200-J56194	0021	Travel - Fixed Charge	SVC-EXP-00009	15	EA	\$517.01	\$7,755.15
Base Period Total							\$507,091.25

B.4 PRODUCT DESCRIPTION

REQUIREMENTS:

The Department of Veterans Affairs (VA), Office of Information and Technology, Service Delivery and Engineering, Enterprise Operations (EO), Quantico Information Technology Center (QITC) requires the procurement of Riverbed network accelerator (CXA570) hardware with software licenses, and related hardware maintenance, support, and services for one-time installation/ configuration and project management. Riverbed provides a hardware and software product that will support VA’s requirement for Wide Area Network (WAN) acceleration for VA. This requirement shall include QITC deployment to National Cemetery Administration cemeteries and their administrative offices located throughout the United States. The vendor shall provide required Riverbed hardware and software, maintenance/support and one-time professional services for configuration support and related project management, as listed below.

Delivery of hardware and software including installation and configuration shall occur within 60 days of delivery order award. The period of performance shall consist of one 12-month base period for the software support, hardware maintenance and project management services.

Item Number	Description	Part Number	Quantity
1	SteelHead CX 570 Pick to Order Model, configured as:	CXA-00570-PTO	35

2	Steelhead CXA 570 B020 with RiOS, BMC Module (with 4 onboard GbE ports)	CXA-00570-B020	35
3	Mandatory Option: Default Software version (included in price)	OS-DAFAULT	35
4	Mandatory Option: Cable Power cord, North America (included in price)	PWR-CORD-US	35
5	LICENSE STEELHEAD CXA 570-L	LIC-CXA-570-L	35
6	FIPS License (SH550/CX555/570/EX560)	FPS-003	35
7	Steelhead CXA 570 Gold Support	MNT-GLD-CXA-00570	35
8	Support FIPS License (SH550/CX555/EX560)	MNT-FPS-003	35
9	Disc/Memory Support xx55 CX555/7555	MNT-EHR-DT-CX	35
10	SteelHead CX 570 Pick to Order Model, configured as:	CXA-00570-PTO	10
11	Steelhead CXA 570 B020 with RiOS, BMC Module (with 4 onboard GbE ports)	CXA-00570-B020	10
12	Mandatory Option: Default Software version (included in price)	OS-DAFAULT	10
13	Mandatory Option: Cable Power cord, North America (included in price)	PWR-CORD-US	10
14	License Steelhead CXA 570-M, 10Mbps, 400 conn	LIC-CXA-570-M	10
15	FIPS License (SH550/CX555/570/EX560)	FPS-003	10
16	Steelhead CXA 570 Gold Support	MNT-GLD-CXA-00570	10
17	Support FIPS License (SH550/CX555/EX560)	MNT-FPS-003	10
18	Disc/Memory Support xx55 CX555/7555	MNT-EHR-DT-CX	10
19	Professional Services - including installation / configuration - Fixed Charge	SVC-PSD-00002	15
20	Project Management - Fixed Charge	SVC-PJM-00001	15
21	Travel - Fixed Charge	SVC-EXP-00009	15

Delivery Information:

Delivery of software and software licenses shall be done electronically to: AALicense@va.gov and provide notice to Kurt.Hashbarger@va.gov

All hardware shall be delivered to:

VA Quantico Information Technology Center

Attention: Kurt Hashbarger, Program Manager
5101 Russell Road
Quantico, VA 22134

SCHEDULE FOR DELIVERABLES

Inspection: Destination

Acceptance: Destination

Free on Board (FOB): Destination

Ship To and Mark For:

Primary: Name: Kurt Hashbarger
Address: Quantico Information Technology Center,
5101 Russell Rd
Quantico, VA 22134
Voice: 703-441-3073
Email: Kurt.Hashbarger@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.

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, 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: Kurt Hashbarger
Address: 5101 Russell Rd, Quantico VA 22134
Voice: 703-441-3073
Email: Kurt.Hashbarger@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 IV 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
52.227-1	AUTHORIZATION AND CONSENT NOTICE AND ASSISTANCE REGARDING PATENT	DEC 2007
52.227-2	AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007

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

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.4 852.232-72 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**

THIS PAGE IS INTENTIONALLY LEFT BLANK