

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

1. REQUISITION NO.
See Block 20

PAGE 1 OF 17

2. CONTRACT NO. NNG15SD26B	3. AWARD/EFFECTIVE DATE 9/14/15	4. ORDER NO. VA118-15-F-0463	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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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
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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"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) <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
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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	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO See Section B	CODE	16. ADMINISTERED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724	CODE
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17a. CONTRACTOR/OFFEROR CODE THUNDERCAT TECHNOLOGY, LLC 1775 WIEHLE AVE STE 104 RESTON VA 20190 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
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<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
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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: Cisco Nexus Core 7009 Upgrade Purchase Order #s for Billing Purposes: 200-J52121; 200-J56284 200-J56285 2237s: 200-15-4-1123-0080; 200-15-4-1125-0064; 200-15-4-1131-0090 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA 200-36X4539-1123-194100-2324 F00100001 200-36X4539-1125-194100-2580 F00100001 200-36X4539-1131-194100-3129 F00100001	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$662,998.18
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<input type="checkbox"/> 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.
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input checked="" 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DEBRA G. CLAYTON
30c. DATE SIGNED	31c. DATE SIGNED 9/14/15

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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: 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 [Upon Government acceptance of supplies or services set forth in Section B.3, Price/Delivery Schedule]

4. GOVERNMENT INVOICE ADDRESS: Any invoices that cannot be accepted by VA through Electronic invoices may be mailed to the following address (The mailing address is only provided for use if any of the conditions in 852.232-70(e) apply):

Department of Veterans Affairs
Technology Acquisition Center
Financial Services Center
PO Box 149971
Austin TX 78714-8971

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

5. ITARS APPROVAL NUMBER: 591455

6. PURCHASE ORDER NUMBER (FOR BILLING PURPOSES):

200-J52121 - \$587,202.76

200-J56284 - \$1,114.67

200-J56285 - \$74,680.75

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

PO#	LINE ITEM	DESCRIPTION	PART #	QTY	UNIT	UNIT PRICE	TOTAL
200-J52121	0001	Cisco Nexus 7000 - 9 Slot Chassis - 110Gbps/Slot Fabric Module	N7K-C7009-FAB-2=	5	EA	\$6,948.59	\$34,742.95

PO#	LINE ITEM	DESCRIPTION	PART #	QTY	UNIT	UNIT PRICE	TOTAL
200-J52121	0002	Cisco Nexus7009 Bundle(Chassis,2xSUP2E,5x FAB2),No Power Supplies	N7K-C7009-B2S2E-R	1	EA	\$63,816.92	\$63,816.92
	0003	Cisco Data Center Network Manager (DCNM) Advanced License Kit for Nexus and MDS switches	DCNM-PAK	1	EA	NSP	NSP
	0004	Nexus 7000 - I/O Module Blank Slot Cover	N7K-MODULE-BLANK	2	EA	NSP	NSP
	0005	NX-OS Release 6.2(12) for SUP2 Nexus 7000	N7KS2K9-6212	1	EA	NSP	NSP
	0006	Nexus 7000 - 9 Slot Chassis - 110Gbps/Slot Fabric Module	N7K-C7009-FAB-2	5	EA	NSP	NSP
	0007	N7K or N77 DC Core Deployment; For Tracking Only	N7K-DC-CORE	1	EA	NSP	NSP
200-J52121	0008	Nexus 7000 - 7.5KW AC Power Supply Module US (cable included)	N7K-AC-7.5KW-US	2	EA	\$4,342.87	\$8,685.74
200-J52121	0009	Cisco Nexus 7000 Series Software License - Includes LAN, ADV, TRS, EL2, DCNM License - Promotion	N7K-SBUN-P1	1	EA	\$28,952.48	\$28,952.48
	0010	DCNM for LAN Enterprise License for one Nexus 7000 Chassis	DCNM-N7K-K9-SBUN	1	EA	NSP	NSP
	0011	Nexus 7000 LAN Enterprise License (L3 protocols)	N7K-LAN1K9-SBUN	1	EA	NSP	NSP
	0012	Nexus 7000 Enhanced layer 2 (includes FabricPath, RISE)	N7K-EL21K9-SBUN	1	EA	NSP	NSP

PO#	LINE ITEM	DESCRIPTION	PART #	QTY	UNIT	UNIT PRICE	TOTAL
	0013	Nexus 7000 Advanced LAN Enterprise License (VDC, CTS ONLY)	N7K-ADV1K9-SBUN	1	EA	NSP	NSP
	0014	Nexus 7000 Transport Services License	N7K-TRS1K9-SBUN	1	EA	NSP	NSP
	0015	Nexus 7000 - Supervisor 2 Enhanced Module,Includes 8GB USB Flash	N7K-SUP2E	1	EA	NSP	NSP
	0016	Nexus 7K USB Flash Memory - 8GB (Log Flash)	N7K-USB-8GB	1	EA	NSP	NSP
	0017	Nexus 7000 - Supervisor 2 Enhanced Module,Includes 8GB USB Flash	N7K-SUP2E	1	EA	NSP	NSP
	0018	Nexus 7K USB Flash Memory - 8GB (Log Flash)	N7K-USB-8GB	1	EA	NSP	NSP
200-J52121	0019	Nexus 7000 F2-Series 48 Port 1/10G (SFP+) Enhanced	N7K-F248XP-25E	1	EA	\$25,478.18	\$25,478.18
200-J52121	0020	Nexus 7000 F2-Series 48 Port 1/10G (SFP+) Enhanced	N7K-F248XP-25E	1	EA	\$25,478.18	\$25,478.18
200-J52121	0021	Nexus 7000 - 32 Port 10GbE with XL Option, 80G Fabric (req.	N7K-M132XP-12L	1	EA	\$40,533.47	\$40,533.47
200-J52121	0022	Nexus 7000 - 32 Port 10GbE with XL Option, 80G Fabric (req.	N7K-M132XP-12L	1	EA	\$40,533.47	\$40,533.47
200-J52121	0023	Nexus 7000 - 32 Port 10GbE with XL Option, 80G Fabric (req.	N7K-M132XP-12L	1	EA	\$40,533.47	\$40,533.47
200-J52121	0024	Nexus 5548 UP Chassis, 32 10GbE Ports, 2 PS, 2 Fans	N5K-C5548UP-FA	4	EA	\$14,823.67	\$59,294.68

PO#	LINE ITEM	DESCRIPTION	PART #	QTY	UNIT	UNIT PRICE	TOTAL
	0025	Nexus 5548 Chassis Accessory Kit	N5548-ACC-KIT	4	EA	NSP	NSP
	0026	Nexus 5500 PS, 750W, Back to Front Airflow (Port-Side Inlet)	N55-PAC-750W-B	8	EA	NSP	NSP
200-J52121	0027	Nexus 5548 Layer 3 Daughter Card, Version 2	N55-D160L3-V2	4	EA	\$2,895.25	\$11,581.00
200-J52121	0028	Active Twinax cable assembly, 7m	SFP-H10GB-ACU7M	8	EA	\$208.46	\$1,667.68
200-J52121	0029	10GBASE-SR SFP Module	SFP-10G-SR	64	EA	\$576.15	\$36,873.60
	0030	Layer 3 Base License for Nexus 5500 Platform	N55-BAS1K9	4	EA	NSP	NSP
	0031	Nexus 5500 Base OS Software Rel 7.0(2)N1(1)	N5KUK9-702N1.1	4	EA	NSP	NSP
	0032	Power Cord, 200/240V 6A North America	CAB-N5K6A-NA	8	EA	NSP	NSP
	0033	Nexus 5548UP Fan Module with Back to Front Airflow	N5548P-FAN-B	8	EA	NSP	NSP
200-J52121	0034	Nexus 5500 Unified Mod 16p 10GE Eth/FCoE OR 16p 8/4/2/1G FC	N55-M16UP	4	EA	\$3,705.92	\$14,823.68
200-J52121	0035	Active Twinax cable assembly, 10m	SFP-H10GB-ACU10M	4	EA	\$237.41	\$949.64
200-J52121	0036	Nexus 7000 - Supervisor 2 Enhanced, Includes 8GB USB Flash	N7K-SUP2E=	2	EA	\$23,161.98	\$46,323.96
	0037	Cisco NX-OS Release 6.2 for SUP2 Nexus 7000	N7KS2K9-62	2	EA	NSP	NSP

PO#	LINE ITEM	DESCRIPTION	PART #	QTY	UNIT	UNIT PRICE	TOTAL
	0038	Nexus 7K USB Flash Memory - 8GB (Log Flash)	N7K-USB-8GB	2	EA	NSP	NSP
200-J52121	0039	Cisco Nexus 2248TP Fabric Extender - N2K-C2248TP-E++TAA PID	N2K-C2248TP-E++	14	EA	\$5,211.45	\$72,960.30
200-J52121	0040	10GBASE-SR SFP Module	SFP-10G-SR	56	EA	\$576.15	\$32,264.40
	0041	Power cord, C13 to C14 (recessed receptacle), 10A	CAB-C13-C14-AC	28	EA	NSP	NSP
	0042	Standard Airflow pack:N2K-C2248TP-E-1GE, 2 AC PS, 1Fan	N2248TP-E-FA-BUN	14	EA	NSP	NSP
200-J52121	0043	Fiber Optic Cable Assembly Patch Cord, LC/LC 10G MM DPLX AQUA 5M	GBLC2-D4-05	14	EA	\$15.91	\$222.74
200-J52121	0044	Fiber Optic Cable Assembly Patch Cord, LC/LC 10G MM DPLX Aqua 10M	GBLC2-D4-10	28	EA	\$21.68	\$607.04
200-J52121	0045	Fiber Optic Cable Assembly Patch Cord, LC/LC 10G MM DPLX AQUA 12M	GBLC2-D4-12	14	EA	\$24.19	\$338.66
200-J52121	0046	Panduit Overhead Cable Tray FiberRunner* - WYR Grid Pathway 12WX10L per foot	WG12BL10	30	EA	\$9.34	\$280.20
200-J52121	0047	Panduit Overhead Cable Tray FiberRunner* - Bracket Trapeze 12-18 inch WYR-Grid	WGTB12BL	5	EA	\$11.76	\$58.80
200-J52121	0048	Panduit Overhead Cable Tray FiberRunner* Bracket Wall Mount 12 inch Width WYR-Grid	WGWMTB12BL	2	EA	\$12.64	\$25.28

PO#	LINE ITEM	DESCRIPTION	PART #	QTY	UNIT	UNIT PRICE	TOTAL
200-J52121	0049	Panduit Overhead Cable Tray FiberRunner* - Bottom Waterfall for WYR-Grid Pathway	WGBTMWFBL	10	EA	\$7.78	\$77.80
200-J56285	0050	SMARTNET 8X5XNBD Nexus7009 Bundle(Cha	CON-SNT-N7K-C7009	1	EA	\$7,127.52	\$7,127.52
	0051	SW APP SUPP + UPGR Includes LAN, ADV, T	CON-SAU-N7KSBUN1	1	EA	NSP	NSP
200-J56284	0052	SW APP SUPP + UPGR DCNM for LAN Enterpr	CON-SAU-N7DCNMSB	1	EA	\$1,114.67	\$1,114.67
200-J56285	0053	SMARTNET 8X5XNBD Nexus 5548 UP Chassis, 32 10GbE Ports	CON-SNT-C5548UP	4	EA	\$1,216.58	\$4,866.32
	0054	SMARTNET 8X5XNBD Null SKU-No line item services included	CON-SNT-C2248TPE	14	EA	NSP	NSP
200-J56285	0055	SMARTNET 8X5XNBD Standard Airflow pack:N2K-C2248TP-E-1GE	CON-SNT-2248EFA	14	EA	\$187.90	\$2,630.60
200-J56285	0056	Installation Services, including configuration, fiber cabling, uplinking to existing infrastructure as well as uplinking between new switches, removal of old Cat5E cabling and patch panels, and troubleshooting		1	LO	\$60,056.31	\$60,056.31
200-J52121	0057	BRACKET CANTILEVER 12 INWIDTH WYR-GRID	WGCB12BL	1	LO	\$12.13	\$12.13
200-J52121	0058	BEND RADIUS CONTROL 2 INHIGH WYR-GRID	WGINTBRC2BL	1	LO	\$26.17	\$26.17

PO#	LINE ITEM	DESCRIPTION	PART #	QTY	UNIT	UNIT PRICE	TOTAL
200-J52121	0059	4 INTERSECTION BEND RADIUS CONTROL	WGINTBRC4BL	1	LO	\$29.00	\$29.00
200-J52121	0060	INTERSECTION SPLICE KIT	WGINTSPLBL	1	LO	\$12.74	\$12.74
200-J52121	0061	WIRE GRID STRUT KIT BLACK POWDER COATED	WGSTRKTBL	1	LO	\$18.40	\$18.40
Total							\$662,998.18

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 Cisco Nexus 7009 and Core Switch equipment for QITC and the Culpeper Information Technology Center (Culpeper ITC). This equipment provides redundancy to the current systems in place and supports VA’s requirement for network core switch redundancy. This equipment will provide QITC with redundancy and assures that the Culpeper ITC site backs up network infrastructure used for network services of the VA National Cemetery Administration’s cemeteries and administrative offices located throughout the United States. The vendor will provide required Cisco hardware, software licenses, maintenance support, and one-time professional services including equipment installation and configuration, fiber cabling, and fiber/patch panel removal services as described below.

Delivery of hardware and software including installation, configuration and testing, fiber cabling, and fiber/patch panel removal services shall occur within 60 days of delivery order award. The Contractor shall also provide one year of software and hardware maintenance.

Installation Services:

Professional installation services will provide for installation and removal, and include the following:

1. Rack, stack and configure one (1) Nexus 7009 chassis, along with fourteen(14) Nexus 2248 rack switches and two (2) Nexus 5548 switches, into each of the server rack rows two (2) at Culpeper, as designated by QITC engineering personnel. This includes uplink to existing network infrastructure.
2. Rack, stack and configure two (2) Cisco Nexus 5548 switches at Quantico ITC as designated by QITC engineering personnel (for additional capacity), and uplink to existing network infrastructure.

3. Configure Cisco Nexus switches.
4. Install cabling trays around computer room at Culpeper IT.
5. Install new fiber cabling at Culpeper ITC.
6. Remove and dispose of old Ethernet cabling to server rows and patch panels at Culpeper ITC.
7. Apply new configurations.
8. Upgrade Operating Software on current switch at Culpeper.
9. Connect redundant connections from Ethernet direct connect to secondary Nexus switch at Culpeper.
10. Troubleshoot any issues.
11. Provide diagrams of new architecture at Culpeper.
12. All services/work will be performed by contractors with Cisco Data Center certification, Cisco Gold Partners at the Culpeper ITC.

The Contractor shall contact QITC personnel and hold a start of project meeting within three days of award to devise a plan for the Contractor's approach, timeline, and methods and tools to be used to deliver the equipment purchased including installation at both the Culpeper ITC and QITC sites, delivery and removal of old fiber cable and existing patch panel units. Most of the work will occur at the Culpeper ITC location in Culpeper VA. However, all hardware will be delivered to the QITC location.

All service work that requires data center down-time shall occur on Fridays and/or Saturdays between 7:30PM and 6:30AM EST. All other service work shall occur Monday through Friday during regular business hours. No work will be performed during Federal holidays.

Installation services shall be conducted at two sites:

Quantico Information Technology Center
5101 Russell Road
Quantico, VA 22134

Culpeper Information Technology Center
305 U.S. Avenue
Culpeper, VA 23138

Inspection: Destination
Acceptance: Destination
Free on Board (FOB): Destination

Delivery Information:

All hardware shall be delivered to:
VA Quantico Information Technology Center
Attention: Kurt Hashbarger, Program Manager
5101 Russell Road

Quantico, VA 22134

Ship To and Mark For:

All software and software licenses shall be delivered to: AALicense@va.gov and provide notice to the Kurt.Hashbarger@va.gov

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.

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 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
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 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

C.5 852.232-72 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.6 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.7 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.8 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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