

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 200-15-4-1125-0089		PAGE 1 OF 13	
2. CONTRACT NO. NNG15SD26B		3. AWARD/EFFECTIVE DATE 9/28/15		4. ORDER NO. VA118-15-F-0710		5. SOLICITATION NUMBER VA118-15-Q-0292	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Amanda J. Bleses Amanda.Bleses@va.gov		b. TELEPHONE NO. (No Collect Calls) 732-795-1054		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724				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: 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				16. ADMINISTERED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724			
17a. CONTRACTOR/OFFEROR CODE THUNDERCAT TECHNOLOGY, LLC		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		CODE	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		DUNS: 809887164 DUNS+4:		PHONE:		FAX:	
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
	Title: Brand Name FireEye Hardware Maintenance Alternate POC: Debra G. Clayton Phone: (732) 795-1015 Email: Debra.Clayton2@va.gov Type of Contract: Firm Fixed Price See Section B.2 for a list of required software. PO# 200-J52139 Quote #MK7687-1 The details of this order shall be delivered in accordance with the Product Description (PD) found in Section B.3 of this delivery order. (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA 200-36X4539-1125-194100-2513 F00100001					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$282,662.64		
<input checked="" 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 checked="" type="checkbox"/> ARE NOT ATTACHED. <input 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 type="checkbox"/> ARE NOT ATTACHED					<input type="checkbox"/> 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 <input type="checkbox"/> 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 9/28/15	

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.

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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
1775 Wiehle Avenue, Suite 104
Reston, Virginia 20190

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 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 (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

B.2 Price Schedule/Item Information

Period of Performance: 12 months from Date of Award (FY15)

Line Item	Serial Number	Description	Qty	Unit	Unit price	Total Price
0001	SN-FM1350AE09A; SN-FM1344AE00O	Renewal-NX 7400 Dynamic Threat Intelligence-Cloud 1-way 1 year-FireEye- RN-7400NX-1WDTI-1Y Loc: CDCO Austin – 1615 Woodward St, Austin TX 78227	2	EA	\$ 31,110.35	\$ 62,220.70
0002	SN-FM1350AE09A; SN-FM1344AE00O	Renewal-NX 7400 Support Government US-1Y FireEye-RN-7400NX-USG-1Y Loc: CDCO Austin – 1615 Woodward St, Austin TX 78227	2	EA	\$ 18,836.16	\$ 37,672.32
0003		Renewal-Non-returnable HDD Program 1 Year-FireEye-RN-427-NRHDD-GEN2-1Y Loc: CDCO Austin – 1615 Woodward St, Austin TX 78227	2	EA	\$ 590.11	\$ 1,180.22
0004	SN-730422130025908513A; 7307011300259086511E	Renewal-Web MPS 7300 Dynamic Threat-Intelligence Cloud 1-way 1 year-FireEye-RN-7300WB-1WMPC-1Y Site Loc: CDCO Philadelphia - 5000 Wissahickon Ave, Philadelphia PA 19144	2	EA	\$ 31,110.35	\$ 62,220.70
0005	SN-730422130025908513A; 7307011300259086511E	Renewal-Web MPS 7300 Support Government-US-1Year-FWB-FED-1-YFireEye-RN-7300WB-FED-1Y Site Loc: CDCO Philadelphia - 5000 Wissahickon Ave, Philadelphia PA 19144	2	EA	\$ 18,836.16	\$ 37,672.32
0006		Renewal-Non-returnable HDD Program 1 Year-FireEye - RN-427-NRHDD-GEN2-1Y- Site Loc: CDCO Philadelphia - 5000 Wissahickon Ave, Philadelphia PA 19144	2	EA	\$ 590.11	\$ 1,180.22
0007	SN-4C09181300259087407E	Renewal-Web MPS 4310 Dynamic Threat-Intelligence cloud 1-way 1 Year-FireEye - RN-4310WB-1WMPC1Y	1	EA	\$15,531.57	\$ 15,531.57

		Loc: CDCO Quantico - 5101 Russell Rd., Quantico VA 22134				
0008	SN- C09181300259087407E	Renewal-Web MPS 4310 Support Government US-1 Year- FireEye - RN-4310WB-FED1Y Loc: CDCO Quantico - 5101 Russell Rd., Quantico VA 22134	1	EA	\$ 9,394.48	\$ 9,394.48
0009		Renewal-Non-returnable HDD Program 1 Year-FireEye - RN- 427-NRHDD-GEN2-1Y Loc: CDCO Quantico - 5101 Russell Rd., Quantico VA 22134	1	EA	\$ 590.11	\$ 590.11
0010	SN- 7C0920130025908742DA	Renewal-Central Management System 7300- Support Government US 1 Year-FireEye - RN-7300CM-FED1Y Loc: CDCO Quantico - 5101 Russell Rd., Quantico VA 22134	1	EA	\$ 5,145.72	\$ 5,145.72
0011		Renewal-Non-returnable HDD Program 1 Year- FireEye - RN- 427-NRHDD-GEN2-1Y Loc: CDCO Austin – 1615 Woodward St, Austin TX 78227	1	EA	\$ 590.11	\$ 590.11
0012	SN-FM1437AE020	Renewal-NX 7400 Dynamic Threat Intelligence-cloud 1-way 1 Year-FireEye - RN-7400NX- 1WDT11Y Loc: CDCO Austin – 1615 Woodward St, Austin TX 78227	1	EA	\$ 30,685.34	\$ 30,685.34
0013	SN-FM1437AE020	Renewal-NX 7400 Support Government US 1- Year-FireEye - RN-7400NX-USG1Y Loc: CDCO Austin – 1615 Woodward St, Austin TX 78227	1	EA	\$ 18,578.83	\$ 18,578.83
0014		Renewal-Non-returnable HDD Program 1 Year - FireEye - RN- 427-NRHDD-GEN2-1Y Loc: CDCO Austin – 1615 Woodward St, Austin TX 78227	1	EA	\$0.00	\$0.00
		Total				\$ 282,662.64

B.3 PRODUCT DESCRIPTION

PRODUCT DESCRIPTION



**DEPARTMENT OF VETERANS AFFAIRS
Office of Information & Technology
Service Delivery and Engineering
Enterprise Operations**

**EO FY 16 Hardware Maintenance for
FireEye Inc Hardware**

Date: May 21, 2015

TAC-16-23792

Version Number: 1.0

PRODUCT DESCRIPTION

1. **REQUIREMENTS:** The Department of Veterans Affairs (VA), Office of Information and Technology (OI&T), Service Delivery and Engineering (SDE), Enterprise Operations (EO), requires hardware maintenance for the products listed on the table below currently in use and under maintenance at the VA. The Contractor shall provide one telephone number for VA to contact and open maintenance support calls. The Contractor shall staff the telephone service 24x7x365/366 days/year. All VA support calls will be initiated by the VA COR or VA Program Manager.
2. The Contractor shall provide hardware maintenance coverage to repair or replace systems equipment components that restores full operation and accessibility to the original redundant component configuration. The Contractor shall provide hardware maintenance and provide an initial response to all requests for maintenance in accordance with the Description block in Paragraph 6. Current warranty expiration dates are shown for each piece of hardware in Paragraph 6. The Contractor shall interface with Original Equipment Manufacturer (OEM) if warranty coverage is still in effect.
3. The Contractor shall provide all parts and labor. All maintenance performed shall provide VA with defective media retention of all hard disk drives and magnetic media. Accordingly, VA will retain all hard drives and recordable media. Under no circumstances shall the Contractor remove hard drives and magnetic tape media from a VA site. Any defective parts besides hard drives and magnetic tape media become property of the Contractor. OEM certified replacement parts/components shall be used to restore the VA Local Area Network equipment to its highly redundant and fully operational state. In the event that OEM certified replacement parts are no longer commercially available, the Contractor may provide compatible substitute parts that meet or exceed original specifications. All problem resolution shall be performed on a continuous effort. Continuous effort means that once notified the problem exists, the Contractor shall give the highest priority to resolution of the problem and work uninterrupted until the problem is resolved. Replacement components may be shipped via carrier to the VA site for local IT system administrator installation for plug-and-play failed items such as hard drives no later than next business day (NBD), at the discretion of VA. Otherwise, the Contractor shall provide an OEM certified technician to install the replacement components and demonstrate that the system is restored to its fully operational state before leaving the VA site. Only VA System Administrators are allowed control to perform keyboarding tasks under the guidance of the Contractor, if necessary. Contractors will not be granted administrative privileges, control or access to VA systems.
4. The Contractor shall provide firmware upgrades, updates to include major releases, point releases, service releases and security releases of applicable firmware on a quarterly basis, and/or within forty-eight (48)-hours in cases where a high risk vulnerability fix becomes available.

5. The delivery of the physical hardware maintenance shall be to addresses shown in paragraph 6. Delivery of maintenance support will be via electronic delivery for hardware maintenance confirmation and contract information to AAClicense@va.gov within 30 days after receipt of order. Payment of invoices will not be made without proper distribution.

6. The Contractor shall provide the hardware maintenance as listed in Section B.2.

SCHEDULE FOR DELIVERABLES

Inspection: Destination

Acceptance: Destination

Free on Board (FOB): Destination

Ship To and Mark For: The delivery of the physical hardware shall be to the Austin Information Technology Center (AITC), located at 1615 Woodward Street, Austin, TX 78772. Delivery will be electronic delivery for hardware maintenance confirmation and contract information to AAClicense@va.gov within 30 days after receipt of order.

Payment of invoices will not be made without proper distribution. Please provide notice to:

Primary: Name: Gilbert (Tony) Canales
Address: 1615 Woodward St. Austin, TX 78772
Voice: 512-981-4924
Email: gilbert.canales@va.gov

Alternate: Name: Benito Urbina
Address: 1615 Woodward St. Austin, TX 78772
Voice: 512-326-6014
Email: benito.urbina@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.

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., 200-J52345)

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

NOTE: VA XXX Initiative

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INFORMATION SECURITY CONSIDERATIONS:

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

POINT OF CONTACT:

VA Program Manager:

Name: Gilbert (Tony) Canales

Address: 1615 Woodward St. Austin TX 78772

Voice: 512-981-4924

Email: gilbert.canales@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/>

(End of Clause)

<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
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;

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(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.

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 . 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 852.246-71 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 Document)

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