

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

1. REQUISITION NO. PAGE 1 OF 23

See Block 25

2. CONTRACT NO. NNG15SD26B	3. AWARD/EFFECTIVE DATE 9/25/15	4. ORDER NO. VA118-15-F-0635	5. SOLICITATION NUMBER VA118-15-Q-0296	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	8. 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	CODE	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
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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 Delivery Schedule	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	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
TELEPHONE NO.	DUNS: 809887164DUNS+4:	PHONE:	FAX:

<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
	Title: QITC Cisco and NetApp Flexpod Solution or Equivalent  Alternate POC: Debra G. Clayton Phone: 732-795-1054 Email: Debra.Clayton2@va.gov  Type of Contract: Firm Fixed Price  PO# 200-J56302,200-J56303,200-J52133 Quote # 15341 Please reference Section B.2 for invoice purposes. Please see Section B.2 for a list of hardware, software, and services.  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 200-15-4-1123-0100 200-36X4539-1123-194100-2324 F00100001 200-15-4-1125-0081 200-36X4539-1125-194100-2510 F00100001 200-15-4-1131-0129 200-36X4539-1131-194100-3129 F00100001	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$177,723.94
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<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) Debra G. Clayton	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Debra G. Clayton Contracting Officer
30c. DATE SIGNED	31c. DATE SIGNED 9/25/15

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### ***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.

## 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  
1775 Wiehle Avenue, Suite 101  
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 set forth in B.2, Price Schedule

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

- **Period of Performance:** The contractor shall deliver, install and configure hardware not later than 60 days from the date of delivery order award. The period of performance for the hardware maintenance and software maintenance support shall be 12 months from date of Government acceptance of the installed hardware and software.

All line items are Cisco or NetApp (the two brands that comprise the Flexpod solution) brand name or equivalent. Please see Section B.3, Table 2, for a list of salient characteristics.

Line Item	Part Number	Description	Qty	Unit Price	Total Price
0001	FAS2554-R6	FAS2554-R6	1	NSP	NSP
0002	FAS2554A-001-R6.	FAS2554 High Availability System PO# 200-J52133	2	\$ 2,509.75	\$ 5,019.50
0003	SW-2-2554A-CIFS-C	SW-2,CIFS,2554A,-C	2	NSP	NSP
0004	SW-2-2554A-FCP-C	SW-2,FCP,2554A,-C	2	NSP	NSP
0005	SW-2-2554A-FLEXCLN-C	SW-2,Flexclone,2554A,-C PO# 200-J52133	2	\$ 501.95	\$ 1,003.90
0006	SW-2-2554A-ISCSI-C	SW-2,iSCSI,2554A,-C	2	NSP	NSP
0007	SW-2-2554A-NFS-C	SW-2,NFS,2554A,-C	2	NSP	NSP
0008	SW-2-2554A-SMIRROR-C	SW-2,SnapMirror,2554A,-C PO# 200-J52133	2	\$ 1,054.10	\$ 2,108.20
0009	FAS2554-304-R6-C	FAS2554,24x3TB,7.2K,-C PO# 200-J52133	1	\$ 13,552.65	\$ 13,552.65
0010	DOC-2554-C.	Documents,2554,-C	1	NSP	NSP
0011	X6557-EN-R6-C	Cbl,SAS Cntrl-Shelf/Shelf-Shelf/HA,0.5m,EN,-C	2	NSP	NSP
0012	X6560-R6-C	Cable,Ethernet,0.5m RJ45 CAT6,-C	1	NSP	NSP
0013	X6588-R6-C	SFP+Optical 8Gb Shortwave,-C PO # 200-J52133	4	\$ 200.78	\$ 803.12

0014	X5526A-R6-C	Rackmount Kit,4- Post,Universal,-C,R6  PO# 200-J52133	1	NSP	NSP
0015	X800-42U-R6-C	Cabinet Component Power Cable,-C,R6	4	NSP	NSP
0016	OS-ONTAP-CAP1-1P-C	OS Enable,Per- 0.1TB,ONTAP,Cap-Stor,1P,- C  PO# 200-J52133	720	\$ 3.36	\$ 2,419.20
0017	X6536-R6	Cable,Cntrl- Shelf/Switch,5m,LC/LC,Op  PO# 200-J52133	4	\$ 61.60	\$ 246.40
0018	CS-NRD2-E	Non Returnable Disk Plus,e Service Period Duration: 12 Months  PO # 200-J56302	1	\$ 62.03	\$ 62.03
0019	CS-O2-4HR	SupportEdge Premium 4hr Onsite Service Period Duration: 12 Months  PO # 200-J56302	1	\$ 675.09	\$ 675.09
0020	SFP-H10GB-CU5M=	10GBASE-CU SFP+ Cable 5 Meter  PO# 200-J52133	4	\$ 86.86	\$ 347.44
0021	VMW-VS5-EP-3A=	VMware vSphere 5 Enterprise Plus (1 CPU),3yr Support Require  PO# 200-J52133	6	\$ 2,669.04	\$ 16,014.24
0022	CON-ISV1-VS5ENTP3A	ISV 24X7 VMware vSphere 5 EPlus for 1 P,3 Yr,RQD 36 Months  PO# 200-J56303	6	\$ 132.12	\$ 792.72
0023	UCS-VMW-TERMS	Acceptance of Terms, Standalone VMW License for UCS Servers	6	NSP	NSP
0024	UCS-SPL-5108-AC2-T	UCS SP Select 5108 AC2 Chassis w/2208 IO (TAA Compliant) PO #200-J52133	1	\$ 7,830.42	\$ 7,830.42
0025	CON-SNT-SL6508AT	SNTC-8X5XNBD UCS B 5108 SP AC2 Chassis 36	1	\$ 81.32	\$ 81.32

		Months PO # 200-J56302			
0026	CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	4	NSP	NSP
0027	SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter	4	NSP	NSP
0028	UCS-IOM-2208XP	UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports)	2	NSP	NSP
0029	N01-UAC1	Single phase AC power module for UCS 5108	1	NSP	NSP
0030	N20-CAK	Accessory kit for UCS 5108 Blade Server Chassis	1	NSP	NSP
0031	N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot	6	NSP	NSP
0032	N20-FAN5	Fan module for UCS 5108	8	NSP	NSP
0033	N20-FW012	UCS Blade Server Chassis FW Package 2.2	1	NSP	NSP
0034	UCSB-5108-PKG-HW	UCS 5108 Packaging for chassis with half width blades.	1	NSP	NSP
0035	UCSB-PSU-2500ACDV	2500W Platinum AC Hot Plug Power Supply - DV	4	NSP	NSP
0036	UCS-SPL-B200M4-A2T	UCS SP Select B200M4 Advanced2 w/2xE52680 v3,8x32GB,VIC1340  PO# 200-J52133	2	\$ 10,419.74	\$ 20,839.48
0037	CON-SNT-SPLB2A2T	SNTC-8X5XNBD UCS B200 M4 Smart Play SPL Server 36 Months  PO # 200-J56302	2	\$ 262.02	\$ 524.04
0038	UCS-SPL-M32G	UCS SP Select 32GB DDR4-2133-MHz LRDIMM  PO# 200-J52133	24	\$ 671.82	\$ 16,123.68
0039	UCS-CPU-E52680D	2.50 GHz E5-2680 v3/120W 12C/30MB Cache/DDR4 2133MHz	4	NSP	NSP
0040	UCS-ML-1X324RU-A	32GB DDR4-2133-MHz LRDIMM/PC4-17000/quad rank/x4/1.2v	16	NSP	NSP

0041	UCSB-MLOM-40G-03	Cisco UCS VIC 1340 modular LOM for blade servers	2	NSP	NSP
0042	UCSB-LSTOR-BK	FlexStorage blanking panels w/o controller, w/o drive bays	4	NSP	NSP
0043	UCSB-HS-EP-M4-F	CPU Heat Sink for UCS B200 M4/B420 M4 (Front)	2	NSP	NSP
0044	UCSB-HS-EP-M4-R	CPU Heat Sink for UCS B200 M4/B420 M4 (Rear)	2	NSP	NSP
0045	C1F2PUCSK9	Cisco ONE Foundation Perpetual UCS 1-9	2	NSP	NSP
0046	CON-ECMU-C1F2PUCS	SWSS UPGRADES C1 Foundation Perpetual UCS 36 Months  PO# 200-J52133	2	\$ 925.03	\$ 1,850.06
0047	C1-EGW-DC-K9	Cisco ONE Energy Mgmt Perpetual Lic - 1 DC End Point	2	NSP	NSP
0048	C1-PSC-F-1-K9	Cisco ONE Prime Service Catalog Foundation Per Server	2	NSP	NSP
0049	C1-UPM-EE	Cisco ONE UCS Performance Manager Express Edition	2	NSP	NSP
0050	C1-N1K-ESSTL	Nexus 1000V Essential Edition, Qty=2	2	NSP	NSP
0051	C1-UCC-1	Cisco ONE Foundation UCS Central per Server	2	NSP	NSP
0052	C1-UCD-VM	Cisco ONE UCS Director Foundation Compute Per Server (50 VM)	2	NSP	NSP
0053	MEM-CF-256U2GB	C3945 UC SEC CUBE Bundle, PVDM3-64, UC SEC Lic, FL-CUBEE-25  PO# 200-J52133	2	\$ 9,146.09	\$ 18,292.18
0054	CON-SNT-C3945VS	SNTC-8X5XNBD C3945 VSEC CUBE Bundle, PVDM3-64, UC SEC 36 months PO# 200-J56302	2	\$ 1,606.24	\$ 3,212.48
0055	MEM-3900-1GU2GB	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR  PO# 200-J52133	2	\$ 405.33	\$ 810.66
0056	CON-SNT-C3945VS	256MB to 2GB Compact Flash Upgrade for Cisco	2	\$ 463.24	\$ 926.48

		1900,2900,3900 PO# 200-J52133			
0057	PWR-3900-AC	Cisco 3925/3945 AC Power Supply	2	NSP	NSP
0058	PWR-3900-AC/2	Cisco 3925/3945 AC Power Supply (Secondary PS)  PO# 200-J52133	2	\$ 289.52	\$ 579.04
0059	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	4	NSP	NSP
0060	FL-CUBEE-25	Unified Border Element Enterprise License - 25 sessions	2	NSP	NSP
0061	3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	2	NSP	NSP
0062	SL-39-IPB-K9	IP Base License for Cisco 3925/3945	2	NSP	NSP
0063	SL-39-SEC-K9	Security License for Cisco 3900 Series	2	NSP	NSP
0064	SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	2	NSP	NSP
0065	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	4	NSP	NSP
0066	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	2	NSP	NSP
0067	SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	8	NSP	NSP
0068	C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	2	NSP	NSP
0069	S39UK9-15501T	Cisco 3925-3945 IOS UNIVERSAL	2	NSP	NSP
0070	VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1  PO# 200-J52133	4	\$ 2,547.82	\$ 10,191.28
0071	PVDM3-64U128	PVDM3 64-channel to 128-channel factory upgrade  PO# 200-J52133	2	\$ 1,737.15	\$ 3,474.30
0072	WWT PS	WWT Professional Services Cisco UC on UCS Implementation.  PO #200-J56302	1	\$ 49,944.03	\$ 49,944.03

	<b>Total</b>	<b>\$177,723.94</b>
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## B.3 PRODUCT DESCRIPTION

### PRODUCT DESCRIPTION



**DEPARTMENT OF VETERANS AFFAIRS  
Office of Information & Technology  
Enterprise Operations  
Quantico Information Technology Center**

**VM Infrastructure – Flexpod and Voice Gateway**

**Date: August 18, 2015**

**Product Description Version Number: 6.5**

**PRODUCT DESCRIPTION**

**REQUIREMENTS:** Department of Veterans Affairs (VA), Office of Information and Technology, Service Delivery and Engineering, Enterprise Operations, Quantico Information Technology Center (QITC) requires Brand Name Cisco and NetApp or equivalent network and storage hardware, software and licenses, maintenance and support, maintenance, and professional services for installation, configuration and implementation of QITC’s Unified Communications (UC) platform. This equipment will provide QITC with ability to enable conversion of some older servers to Virtual Machine servers or equivalent, and to replace the end of life voice gateway router. This is critical for National Cemetery Administration (NCA) Memorial applications and that support network services of the VA NCA’s cemeteries and administrative offices located throughout the United States. Only TAA Compliant items may be quoted for this Procurement.

The contractor shall provide all the required brand name or equivalent hardware, and related software licenses, maintenance support and one-time professional services for installation, deployment and implementation described in Table 1. The Contractor shall meet all the required hardware and services salient characteristics listed in Table 2. For any “or equal” products and services offered the offeror shall provide alternate part numbers for the offered solution.

Table 1:

Item #	Description: NetworkAppliance (Items 1-16, 68), VMWare (Items 35, 36), and Cisco (Items 17-34, 36-67, 69-72), or equal	Part Number	Qty
1	Cable,Cntrlr-Shelf/Switch,5m,LC/LC,Op	X6536-R6	4
2	SFP+ Optical 8Gb Shortwave	X6588-R6	4
3	NetApp FAS2554 High Availability System	FAS2554A-001-R6	2
4	NetApp FAS2554,24x3TB,7.2K,-C	FAS2554-304-R6-C	1
5	Documents,2554,-C	DOC-2554-C	1
6	Cbl,SAS Cntrlr-Shelf/Shelf-Shelf/HA,0.5m,EN,-C	X6557-EN-R6-C	2
7	Cable,Ethernet,0.5m RJ45 CAT6,-C	X6560--R6-C	1
8	Rackmount Kit,4-Post,Universal,-C,R6	X5526A--R6--C	1
9	Power Cable,In-Cabinet,C13-C14,-C	X800--42U--R6-C	4
10	NetApp OS Enable,Per-0.1TB,ONTAP,Cap-Stor,1P,-C	OS-ONTAP-CAP1-1P-C	720
11	SW-2,CIFS,2554A,-C	SW-2-2554A-CIFS-C	2
12	SW-2,FCP,2554A,-C	SW-2-2554A-FCP-C	2
13	NetApp SW-2,Flexclone,2554A,-C	SW-2-2554A-FLEXCLN-C	2
14	SW-2,iSCSI,2554A,-C	SW-2-2554A-ISCSI-C	2
15	SW-2,NFS,2554A,-C	SW-2-2554A-NFS-C	2
16	NetApp SW-2,SnapMirror,2554A,-C	SW-2-2554A-SMIRROR-C	2

17	Cisco C3945 UC SEC CUBE Bundle, PVDM3-64, UC SEC Lic, FL-CUBEE-25	C3945-VSEC-CUBE/K9	2
18	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	MEM-3900-1GU2GB	2
19	256MB to 2GB Compact Flash Upgrade for Cisco 1900,2900,3900	MEM-CF-256U2GB	2
20	Cisco 3925/3945 AC Power Supply	PWR-3900-AC	2
21	Cisco 3925/3945 AC Power Supply (Secondary PS)	PWR-3900-AC/2	2
22	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	CAB-AC	4
23	Cisco Unified Border Element Enterprise License - 25 sessions	FL-CUBEE-25	2
24	Cisco 3925/3945 Fan Assembly (Bezel included)	3900-FANASSY	2
25	IP Base License for Cisco 3925/3945	SL-39-IPB-K9	2
26	Security License for Cisco 3900 Series	SL-39-SEC-K9	2
27	Unified Communication License for Cisco 3900 Series	SL-39-UC-K9	2
28	Blank faceplate for HWIC slot on Cisco ISR	HWIC-BLANK	4
29	Cisco Config Pro Express on Router Flash	ISR-CCP-EXP	2
30	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	SM-S-BLANK	8
31	Cisco Services Performance Engine 150 for Cisco 3945 ISR	C3900-SPE150/K9	2
32	Cisco 3925-3945 IOS UNIVERSAL	S39UK9-15501T	2
33	Cisco 4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	VVIC3-4MFT-T1/E1	4
34	Cisco PVDM3 64-channel to 128-channel factory upgrade	PVDM3-64U128	2
35	VMWare vSphere 5 Enterprise Plus (1 CPU),1yr Support Require	VMW-VS5-EP-1A=	6
36	VMWare - Acceptance of Terms, Standalone VMW License for UCS Servers	UCS-VMW-TERMS	6
37	Cisco UCS SP Select 5108 AC2 Chassis w/2208 IO (TAA Compliant)	UCS-SPL-5108-AC2-T	1
38	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	CAB-C19-CBN	4
39	10GBASE-CU SFP+ Cable 3 Meter	SFP-H10GB-CU3M	4
40	UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports)	UCS-IOM-2208XP	2
41	Single phase AC power module for UCS 5108	N01-UAC1	1
42	Accessory kit for UCS 5108 Blade Server Chassis	N20-CAK	1
43	Blade slot blanking panel for UCS 5108/single slot	N20-CBLKB1	6
44	Fan module for UCS 5108	N20-FAN5	8
45	UCS Blade Server Chassis FW Package 2.2	N20-FW012	1
46	UCS 5108 Packaging for chassis with half width blades.	UCSB-5108-PKG-HW	1
47	2500W Platinum AC Hot Plug Power Supply - DV	UCSB-PSU-2500ACDV	4
48	Cisco UCS SP Select B200M4 Advanced2 w/2xE52680 v3,8x32GB,VIC1340	UCS-SPL-B200M4-A2T	2
49	Cisco UCS SP Select 32GB DDR4-2133-MHz LRDIMM	UCS-SPL-M32G	24
50	2.50 GHz E5-2680 v3/120W 12C/30MB Cache/DDR4 2133MHz	UCS-CPU-E52680D	4

51	32GB DDR4-2133-MHz LRDIMM/PC4-17000/quad rank/x4/1.2v	UCS-ML-1X324RU-A	16
52	Cisco UCS VIC 1340 modular LOM for blade servers	UCSB-MLOM-40G-03	2
53	FlexStorage blanking panels w/o controller, w/o drive bays	UCSB-LSTOR-BK	4
54	CPU Heat Sink for UCS B200 M4 Socket 1 (Front)	UCSB-HS-EP-M4-F	2
55	CPU Heat Sink for UCS B200 M4 Socket 2 (Rear)	UCSB-HS-EP-M4-R	2
56	Cisco ONE Foundation Perpetual UCS	C1F2PUCSK9	2
57	Cisco SWSS UPGRADES C1 Foundation Perpetual UCS	CON-ECMU-C1F2PUCS	2
58	Cisco ONE EnergyWise Mgmt Perpetual Lic - 1 DC End Point	C1-EGW-DC-K9	2
59	Cisco Prime Service Catalog Cloud Foundation per srv blade	C1-PSC-F-1-K9	2
60	Cisco ONE UCS Performance Manager Express	C1-UPM-EE	2
61	Nexus 1000V Essential Edition, Qty=2	C1-NIK-ESSTL	2
62	Cisco ONE Foundation UCS Central per Server	C1-UCC-1	2
63	Cisco ONE UCS Director Foundation -Lic One Server with 50 VM	C1-UCD-VM	2
64	Cisco ONE Foundation Subsr Intercloud Fabric For Business	C1F2SICFBK9	2
65	Cisco ONE Intercloud Fabric For Business General cloud lic	C1-ICFB2-4-LIC-K9	2
66	Cisco ONE Foundation ICFB General cloud 1 YR 4 Hybrid Port	C1F2IICFB004K9	2
67	10GBASE-CU SFP+ Cable 5 Meter	SFP-H10GB-CU5M=	4
68	Network Appliance - PartnerChoice 4hr Parts Repl and SSP Service Period Duration: 12 Months Service (1 Year)	CS-S-SSP-4R	1
69	Cisco - ONSITE 24X7X4 C3945 VSEC CUBE Bundle, PVD3-64, UC SEC	CON-OSP-C3945VS	2
70	Cisco - ISV 24X7 VMware vSphere 5 EPlus for 1 P, 1 Yr, RQD	CON-ISV1-VS5ENTP1A	6
71	Cisco - ONSITE 24X7X4 UCS B 5108 SP AC2 Chassis	CON-OSP-SL6508AT	1
72	Cisco - ONSITE 24X7X4 UCS B200 M4 Smart Play SPL Server	CON-OSP-SPLB2A2T	2
73	Professional Services for Cisco UC on UCS Implementation	Professional Services	1

Table 2: Salient Characteristics for Required Items in Table 1

ITEM	SALIENT CHARACTERISTICS	PART NUMBER
1	Cable,Cntlr-Shelf/Switch,5m,LC/LC,OM3, Optical Cable. Must be compatible and interoperable with FAS2554A-001-R6 or equal.	X6536-R6
2	NetApp 8GB SFP+ Optical Fibre Channel Transceiver Module or equal. Must be compatible and interoperable with FAS2554A-001-R6 or equal.	X6588-R6
3	NetApp FAS2554 High Availability System, or equal meeting, at a minimum, all the specifications of this product. Stand alone system. Must be interoperable with Cisco C3945 /B200 series equipment, or equal.	FAS2554A-001-R6
4	NetApp FAS2554,24x3TB,7.2K,-C or equal meeting all the specifications of this product. Must provide multipath high availability with full redundancy, including fans and power supplies. Alternate control paths for out-of-band management connections to each disk shelf. Must perform proactive health monitoring of drives, and, based on drive diagnostics and distinguish between transient events and real underlying issues. Must support the combination of HDDs and SSDs to dynamically cache random read and write operations, accelerating throughput while minimizing latency. Must be interoperable with Cisco C3945 /B200 series equipment, or equal.	FAS2554-304-R6-C

5-9	These items are part of bundle relating to items 3 and 4. Must be compatible with FAS2554A-001-R6 or equal.	See Table Above
10	NetApp OS Enable,Per-0.1TB,ONTAP,Cap-Stor,1P,-C The system must include Dual Parity RAID-DP to prevent data loss when two drives fail. Must be compatible with FAS2554A-001-R6 or equal.	OSONTAP-CAP-1P-C
11-12	These items are part of bundle relating to items above. Must be compatible with FAS2554A-001-R6 or equal.	See Table Above
13	NetApp SW-2, Flexclone, 2554A,-C or equal the specifications of this product. It also must provide the ability to enable true cloning and instant replication of data files, LUNs, and volumes without requiring additional storage space at the time of creation. Must allow the creation of dataset replicas of entire Data ONTAP volumes as well as replicas at the individual file or LUN level. For volume level cloning, a FlexClone replica is a writable Snapshot copy with all of the capabilities of a NetApp FlexVol volume. Must be a virtual data container that can be provisioned, sized, and resized dynamically to simplify operations and increase the responsiveness. Must be interoperable with FAS2554A-001-R6 or equal.	SW-2-2554A-FLEXCLN-C
14-15	These items are part of bundle relating to items above. Must be compatible with SW-2-2554A-FLEXCLN-C, or equal.	See Table Above
16	NetApp SW-2, SnapMirror, 2554A,-C. Must provide Network compression, Accelerated data transfers, and a single repository for both the active mirror and prior backup copies to enable selective failover points. Must be compatible with Vmware vSphere, Oracle Database, Microsoft SQL Server, Microsoft Sharepoint and Microsoft Exchange. Must be interoperable with FAS2554A-001-R6 or equal.	SW-2-2554A-SMIRROR-C
17	Cisco C3945 UC SEC CUBE Bundle, PVD3-64, UC SEC Lic, FL-CUBEE-25, or equal the specifications of this product. Also, must have the ability to perform Unified Survivable Remote Site Telephony (SRST). Must be able to allow and have a Multigigabit Fabric for high bandwidth module-to-module communications at speeds up to 1Gbps without adding overhead to the router processor. Must be capable of performing Energy Wise power Consumption. Must be able to handle higher Call processing throughput without increasing the CPU utilization on the router. Must support SIP-based media Gateway technology. Must be able to offer embedded hardware encryption acceleration for all Voice communications. Must be a modular platform that supports multiple modules of different types. Must be interchangeable with current Cisco equipment on site.	C3945-VSEC-CUBE/K9
18	Cisco 1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR or equal. Must interoperate/support C3945-VSEC-CUBE/K9, or equal. Must be interchangeable with current Cisco equipment on site.	MEM-3900-1GU2GB
19	Cisco 256MB to 2GB Compact Flash Upgrade for Cisco 1900,2900,3900 or equal. Must interoperate/support C3945-VSEC-CUBE/K9, or equal. Must be interchangeable with current Cisco equipment on site.	MEM-CF-256U2GB
20	Cisco 3925/3945 AC Power Supply. This is part of bundle and must interoperate/support C3945-VSEC-CUBE/K9, or equal.	PWR-3900-AC
21	Cisco 3925/3945 AC Power Supply (Secondary PS). Must interoperate/support C3945-VSEC-CUBE/K9, or equal.	PWR-3900-AC/2
22	Cisco AC Power Cord (North America), C13, NEMA 5-15P, 2.1m, or equal. This is part of bundle and must interoperate/support C3945-VSEC-CUBE/K9, or equal.	CAB-AC
23	Cisco Unified Border Element Enterprise License - 25 sessions, or equal. This is part of bundle and must interoperate/support C3945-VSEC-CUBE/K9, or equal. It also must be able to perform Internet Protocol (IP) Public Telephone Switch Network (PTSN) connectivity with SIP Trunking (with or without TDM backup). Voice and Video recording, Call-center and interactive-voice-response (IVR) solutions, Voice policy, Cloud connectivity solutions for Cisco and third-party hosted call control, VPN-less SIP phone proxy registration to hosted SIP-based call control, business to business telepresence, voice, and video interconnect.	FL-CUBEE-25
24-32	These items are for hardware or licenses that are part of bundle for Cisco 3900 series equipment, and must be interoperable with C3945-VSEC-CUBE/K9, or equal.	See Table Above

33	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1. Must have the ability to enable each port to be clocked from an independent clock source for data applications. Data ports can also be clocked independent of voice ports. All voice ports on the card must use the same clock source. Must support multiple data channel-groups per T1/E1 port. Must be compatible with T1 PRI digital phone lines.	VVIC3-4MFT-T1/E1
34	PVDM3 64-channel to 128-channel factory upgrade - Codec support must include Low-complexity Codecs: G711, clear-channel, Fax and Modem Passthrough. Medium-Complexity Codecs: G.729a, G729ab, G.726, G.722, and Fax Relay. High-Complexity Codecs: G.728, G.729, G.729b, Internet Low Bitrate Codec (iLBC), and Modem Relay. Must support 128 Channels in Low-Complexity Codecs. Must be compatible with T1 PRI digital phone lines.	PVDM3-64U128
35	VMware vSphere 5 Enterprise Plus (1 CPU), 1yr Support Required - Application must be able to be managed with VMware vCenter.	VMW-VS5-EP-1A
36	Acceptance of Terms, Standalone VMW License for UCS Servers. This is part of bundle and relates to VMW-VS5-EP-3A.	UCS-VMW-TERMS
37	Cisco UCS SP Select AC2 Chassis w/2208 IO (TAA Compliant), or equal that meets the specifications of this product. Also, Blade Chassis must be able to be managed by the existing UCS 6296UPs. The server platform must be a stateless server where-as the server characteristics are defined via an identity profile. All profiles must be maintained and managed on an appliance device. The management interface must be able to deliver firmware to blades as part of a service profile. System must be capable of managing all aspects of system configuration and operation through a single management console, eliminating the need to use separate element managers for each system component. The proposed blade chassis must not contain any Management Modules or Network Switches so that chassis can be easily added without additional chassis configuration. The chassis must be Auto Discovered by the Server Management System. The server solution must support FCoE, iSCSI, 8Gb Fibre Channel external interfaces. Chassis must support FCoE for chassis to chassis communication for chassis that are connected to the same management module. Must support 160Gb of FCoE connectivity to each chassis. Must be interchangeable with current Cisco equipment on site.	UCS-SPL-5108-AC2-T
38-39	These items are part of bundle relating to items above. Must be compatible/support UCS-SPL-5108-AC2-T, or equal.	See Table Above
40	UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports) FCoE-capable, must synchronize firmware levels between fabric extenders and fabric interconnects. Must transparently encapsulate Fiber Channel packets into Ethernet. Must support different classes of service, allowing both lossless and classic Ethernet on the same fabric. Must be managed by Cisco UCS Manager. This item is part of bundle. Must be compatible/support UCS-SPL-5108-AC2-T, or equal.	UCS-IOM-2208XP
41-47	These items are part of bundle relating to item above, and must be compatible/support UCS-SPL-5108-AC2-T, or equal.	See Table Above
48	UCS SP Select B200M4 Blade Server, Advanced2 w/2xE52680 v3, 8x32GB, VIC1340 - Must be able to be managed by existing UCS 6296UPs. Must be able to be managed by Cisco UCS Manager.	UCS-SPL-B200M4-A2T
49	UCS SP Select 32GB DDR4-2133-MHz LRDIMM or equal. Must be interoperable with UCS-SPL-B200M4-A2T, or equal.	UCS-SPL-M32G
50-51	These items are part of bundle relating to item above, and must be compatible/support UCS-SPL-B200M4-A2T, or equal.	See Table Above
52	These items are part of bundle relating to item above, and must be compatible/support UCS-SPL-B200M4-A2T, or equal. Cisco UCS VIC 1340 modular LOM, for blade servers, must support a policy-based, stateless, agile server infrastructure that can present over 256 PCIe standards-compliant interfaces to the host that can be dynamically configured as either network interface cards (NICs) or host bus adapters (HBAs). Must also support Cisco® Data Center Virtual Machine Fabric Extender (VM-FEX) technology. Must support advanced data center requirements including stateless network offloads for NVGRE and VXLAN, low-latency features for usNIC and RDMA, and performance optimization applications such as VMQ, DPDK, and Cisco NetFlow.	UCSB-MLOM-40G-03
53-56	These items are equipment or perpetual foundational software that is part of bundle relating to item above, and must be compatible/support UCS-SPL-B200M4-A2T, or equal.	See Table Above

57	SWSS UPGRADES C1 Foundation Perpetual UCS or equal. Must be interoperable with UCS-SPL-B200M4-A2T, or equal.	CON-ECMU-C1F2PUCS
58-66	These items are for licensing or software that are part of bundle relating to item above, and must be compatible and support UCS-SPL-B200M4-A2T, or equal	See Table Above
67	10GBASE-CU SFP+ Cable 5 Meter Must be interoperable with UCS-SPL-B200M4-A2T, or equal.	SFP-H10GB-CU5M
68	NetApp PartnerChoice 4hr Parts Repl and SSP Service Period Duration: 12 Months Service, 4hr Parts Replace and Software subscription. Maintenance and support for NetApp equipment/software, or equal.	CS-S-SSP-4R
69	Cisco ONSITE 24X7X4 C3945 VSEC CUBE Bundle, PVD3-64, UC SEC, or equal	CON-OSP-C3945VS
70	Cisco ISV 24X7 VMware vSphere 5 EPlus for 1 P,1 Yr,RQD,1 or equal. This is for technical support and phone consulting for server with VMware vSphere Enterprise plus, one year, 24x7.	CON-ISV1-VS5ENTP1A
71	Cisco ONSITE 24X7X4 UCS B 5108 SP AC2 Chassis (for PN UCS-SPL-5108-AC2-T), or equal	CON-OSP-SL6508AT
72	Cisco ONSITE 24X7X4 UCS B200 M4 Smart Play SPL Server, or equal	CON-OSP-SPLB2A2T
73	Professional Services Cisco UC on UCS Implementation. Must provide Services Requirements as described in section further below.	

The contractor shall deliver, install and configure hardware not later than 60 days from the date of delivery order award. The period of performance for the hardware maintenance and software maintenance support shall be 12 months from date of Government acceptance of the installed hardware and software.

**SERVICE REQUIREMENTS:**

The contractor shall provide services for deployment of Unified Communication (UC) on Unified Communication Services (UCS) implementation, which shall include the following:

1. Rack, stack and cable all hardware including:
  - a. One (1) Cisco UCS 5108 Blade server chassis or equivalent
  - b. Two (2) UCS B-Series blade servers or equivalent
  - c. Two (2) UCS 6248 fabric interconnects or equivalent
  - d. Two (2) Cisco 3954 routers or equivalent

Environment - Currently running 1 GbE and 10GbE connectivity.

2. Install and configure the Cisco UCS Blade server chassis, servers, and fabric interconnects or equivalent onsite at QITC. This will include configuring fabric interconnects in a cluster configuration, configuring server and uplinks and Virtual Local Area Networks for Virtual Area Network (LAN) connectivity, configuring Virtual Storage Area Networks for Storage Area Network (SAN) connectivity, updating all firmware, creating Media Access Control, World Wide Name, and Universally Unique Identifier pool, and creating service profile template.
3. Configure Cisco 6248 Fabric Interconnects or equivalent for SAN connectivity.
4. Configure Cisco 3945 router or equivalent and integrate into existing

voice architecture.

5. Provide QITC staff with assistance with configuration of the SAN environment supporting the UC and UCS or equivalent.
6. Install and configure the Cisco VMware including ESXi 5.X on two (2) UCS B-Series blade servers or equivalent. Add new ESXi host or equivalent to vCenter, and deploy QITC virtual machines (number specified by QITC) with proper operating system per Cisco best practices regarding UC and UCS.
7. Integrate the configured UCS Solution or equivalent within QITC Environment as designed.
8. Install and configure one (1) NetApp FAS2554 Storage System or equivalent and install hardware into racks.
  - a. Configuration will assure the nodes enable cluster failover capabilities.
  - b. Other installation work includes powering the system components to QITC's network, naming storage system head, IP address of management port(s), configuring remote LAN module, verify all purchased licenses are installed, install basic configuration of system in Data ONTAP clustered mode (cDOT), enable AutoSupport, assist QITC with connection of configured NetApp storage system to the existing infrastructure.
  - c. Non-Returnable Disk Option from NetApp or equivalent is required.
9. Provide up to three (3) days of knowledge transfer to cover Cisco Voice gateway or equivalent configuration, industry best practices, basic training on NetApp or equivalent best practices, advanced features on cDOT administration, system manager administration, AutoSupport, NetApp or equivalent support site access, basic configuration and set up of files systems such as redundant array of independent disk groups, aggregates, and volumes; protocol management; configuration and setup of SnapShot and SnapRestore; VMwarevSphere overview; networking and storage overview as deployed; and technical overview of vSphere 5 additional features.
10. Perform back testing to ensure Cisco UC or equivalent on UCS solution is properly implemented and successfully working within the environment.

The Contractor shall deliver hardware and perform all services at the following location:

Quantico Information Technology Center  
5101 Russell Road  
Quantico, VA 22134

The Contractor shall work with the contracting officer's representative or the VA program manager within three days of award to review the schedule.

All service work to be provided Monday through Friday during regular business hours. No work will be performed during Federal holidays and weekends.

**Delivery Information:**

All delivery will be electronic delivery of software and software licenses to: [AACLicense@va.gov](mailto:AACLicense@va.gov) and provide notice to the [Kurt.Hashbarger@va.gov](mailto:Kurt.Hashbarger@va.gov)

All hardware will be delivered to one (1) site:

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

**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](mailto: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.

In case of purchased maintenance services, all VA sensitive information shall be protected at all times in accordance with local security field office System Security Plans (SSP's) and Authority to Operate (ATO)'s for all systems/LAN's accessed while performing the tasks detailed in this Product Description.

Name: Kurt Hashbarger  
Address: 5101 Russell Rd, Quantico VA  
Voice: 703-441-3073  
Email: Kurt.Hashbarger@va.gov

**Contracting Officer's Representative:**

Name: Jeff Schmidt  
Address: 5101 Russell Rd, Quantico VA  
Voice: +1 (703) 441-3076  
Email: Jeff.Schmidt@va.gov

**POINT(S) OF CONTACT:**  
**VA Program Manager:**

**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](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/>

<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
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
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 LICENSES	DEC 2007
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997

### **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 852.211-73 BRAND NAME OR EQUAL (JAN 2008)**

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this request for quotations (RFQ) have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Quotes offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the RFQ.

(b) Unless the offeror clearly indicates in the quote that the offeror is offering an "equal" product, the quote shall be considered as offering a brand name product referenced in the RFQ.

(c)(1) If the offeror proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the RFQ, or such product shall be otherwise clearly identified in the quote. The evaluation of quotes and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the offeror or identified in his/her quote as well as other information reasonably available to the purchasing activity. CAUTION TO OFFERORS. The purchasing activity is not responsible for locating or securing any information that is not identified in the

quote and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the offeror must furnish as a part of his/her quote all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

(i) Determine whether the product offered meets the salient characteristics requirement of the RFQ, and

(ii) Establish exactly what the offeror proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the offeror proposes to modify a product so as to make it conform to the requirements of the RFQ, he/she shall:

(i) Include in his/her quote a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after offer due date/time to make a product conform to a brand name product referenced in the RFQ will not be considered.

(End of Clause)

## **C.5 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

## **C.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 in which performance occurs. 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 one 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 Document)