

Table of Contents

SECTION B - CONTINUATION OF SF 1449 BLOCKS..... 3

- B.1 CONTRACT ADMINISTRATION DATA 3
- B.2 GOVERNING LAW CLAUSE 4
- B.3 PRICE/DELIVERY SCHEDULE 5
- B.4 PERFORMANCE WORK STATEMENT 6

SECTION C - CONTRACT CLAUSES..... 7

- C.1 NASA SEWP V RFQ INTRODUCTORY LANGUAGE 7
- C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 7
- C.3 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008) 8
- C.4 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).. 8
- C.5 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)..... 9

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS..... 10

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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: Fedstore Corporation

- 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

5. ITARS APPROVAL NUMBER: 591455

6. PURCHASE ORDER NUMBER (FOR BILLING PURPOSES): 200-J52074

B.2 GOVERNING LAW CLAUSE

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

B.3 PRICE/DELIVERY SCHEDULE

	BASE PERIOD					
LINE ITEM	DESCRIPTION	PART #	QTY	UNIT	UNIT PRICE	TOTAL
0001	<p>Red Hat Enterprise Linux for IBM System Z, Premium Support (24 x 7 phone and web support) with Smart Management - 1 Year</p> <p>Includes:</p> <p>1) Increase the "IFL (Integrated Facility Linux)" limit on VA currently licensed IBM "RedHat Enterprise Linux RHEL 6" product (RedHat-RH0407062), IBM CN# 9361082 (VA/SW0283), by 12 IFLs resulting in a new license limit of 15 "IFLs" for this product. This licensing upgrade should become effective with the mainframe upgrade acceptance which is the "Code-20" cut-over date of the new mainframe.</p> <p>2) Increase the "IFL (Integrated Facility Linux)" limit on VA maintenance coverage for the IBM "RedHat Enterprise Linux RHEL 6" product (RedHat-RH0407062), IBM CN# 9361082 (VA/SW0283), by 12 IFLs resulting in a new license limit of 15 "IFLs" for this product. This 12-month maintenance coverage starts on the "Code-20" cut-over date to the new mainframe.</p> <p>Period of Performance – July xx, 2015 through July XX, 2016</p>	RH0407062	12	EA	\$16,011.40	\$192,136.80
	Base Period Total					\$192,236.80

B.4 PERFORMANCE WORK STATEMENT

1. **REQUIREMENTS:** The Department of Veterans Affairs (VA), Office of Information and Technology (OI&T), Service Delivery and Engineering (SDE), Enterprise Operations (EO), Mainframe Management Service Line Division requires an upgrade to brand name Red Hat Inc. (Red Hat) software and associated maintenance and support in support of a technical refresh/upgrade to the existing production z196 mainframe and its disaster recovery platform. The refresh will provide additional needed capacity for a fail-over capability for virtual Linux servers running on the AITC zEC12 mainframe and create additional virtual server capacity to support growth of existing virtual servers

Description & Part No.	Quantity
Increase the "IFL (Integrated Facility Linux)" limit on our currently licensed IBM "RedHat Enterprise Linux RHEL 6" product (RedHat-RH0407062) , IBM CN# 9361082 (VA/SW0283), by 12 IFLs resulting in a new license limit of 15 "IFLs" for this product. This licensing upgrade should become effective with the mainframe upgrade acceptance which is the "Code-20" cut-over date of the new mainframe.	12 IFLs
Increase the "IFL (Integrated Facility Linux)" limit on our maintenance coverage for the IBM "RedHat Enterprise Linux RHEL 6" product (RedHat-RH0407062) , IBM CN# 9361082 (VA/SW0283), by 12 IFLs resulting in a new license limit of 15 "IFLs" for this product. This 12-month maintenance coverage starts on the "Code-20" cut-over date to the new mainframe.	12 Months

SCHEDULE FOR DELIVERABLES

Inspection: Destination

Acceptance: Destination

Free on Board (FOB): Destination

Ship To and Mark For: Delivery of software and software licenses shall be done electronically to: AALicense@va.gov and provide notice to James.Barton@va.gov.

Primary: Name: James Barton
 Address: 1615 Woodward St. Austin, TX 78772
 Voice: 512-326-6583
 Email: James.Barton@va.gov

Alternate: Name: Regina Robles
 Address: 1615 Woodward St. Austin, TX 78772
 Voice: 512-326-6117
 Email: Regina.Robles@va.gov

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: David Hartmann

Address: 1615 Woodward St. Austin TX 78772

Voice: 512-326-6145

Email: David.Hartmann@va.gov

SECTION C - CONTRACT CLAUSES

C.1 NASA SEWP V RFQ INTRODUCTORY LANGUAGE

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

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

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

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

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

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

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

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

(End of Clause)

<u>FAR</u> <u>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.4 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.5 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Texas. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of clause)

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

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