

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 200-15-4-1131-0145		PAGE 1 OF 12	
2. CONTRACT NO.  NNG15SD22B		3. AWARD/EFFECTIVE DATE  <i>9/22/15</i>		4. ORDER NO.  VA118-15-F-0557		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Justin Helfman, Contract Specialist				b. TELEPHONE NO. (No Collect Calls) 732-795-1119	
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			
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 Section B		CODE		16. ADMINISTERED BY  Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way  Eatontown NJ 07724		CODE	
17a. CONTRACTOR/OFFEROR CODE  FOUR POINTS TECHNOLOGY, L.L.C.  14900 CONFERENCE CENTER DR STE 100  CHANTILLY VA 20151 TELEPHONE NO. _____ DUNS: 089896737 DUNS+4: _____		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	
<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					
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: AITC Mainframe (z196) Technical Refresh (BMC)  Purchase Order # for Billing Purposes: 200-J52128   (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA  200-36X4539-1131-194100-3134 F00100001					26. TOTAL AWARD AMOUNT (For Govt. Use Only)  \$31,578.99		
<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:		
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)		31c. DATE SIGNED	
				DEBRA G. CLAYTON		<i>9/22/15</i>	

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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: Four Points 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:

AMENDMENT NO	DATE
--------------	------

_____	_____
_____	_____
_____	_____

5. ITARS APPROVAL NUMBER: 591455

6. PURCHASE ORDER NUMBER (FOR BILLING PURPOSES): 200-J52128

## **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**

	<b>Period of Performance shall be 12 months from Government acceptance</b>					
<b>LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PART #</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
0001	Increase the “Millions of Instructions Per second (MIPs)” limit from 437 to 457 on VA’s currently licensed <b><u>BMC “MAINVIEW SRM – Stop x37/ii (per MIPs, Tier 100 ABENDs Utility (Product# MVSRM-MIPSRM)”</u></b> , Site# 33972442, LP# 1924145, “zEC12” System ( <b>SW0058</b> ), by 20 MIPs providing a new operational limit of 457 MIPs for this product. One-time charge for increased MIPs.	MVSRM-MIPSRM	20	EA	\$ 31,578.99	\$ 31,578.99
0002	Increase the “MIPs” limit from 437 to 457 on VA’s currently licensed <b><u>BMC “MAINVIEW for CICS TS Suite (Tier 100)” (Product# MVCIC-MIPSTS)”</u></b> that includes the following components: <ul style="list-style-type: none"> <li>• MAINVIEW for CICS</li> <li>• MAINVIEW AutoOPERATOR for CICS</li> <li>• Energizer for CICS</li> </ul> Installed on the “zEC12” System ( <b>SW0059.1</b> ) at AITC, BMC Site# 33972442, LP# 1924146, LP# 1204166, LP# 1924147, & LP# 192148 by 20 MIPs providing a new operational limit of 457 MIPs for this product. One-time charge for increased MIPs.	MVCIC-MIPSTS	20	EA	\$0.00	\$0.00

	<b>Period of Performance shall be 12 months from Government acceptance</b>					
<b>LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PART #</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
0003	<p>Increase the “MIPs” limit from 437 to 457 on VA’s currently licensed <b>BMC “MAINVIEW for Infrastructure Management (Tier 100)” (Product# MVCIC-MIPSTS)</b> that includes the following components:</p> <p>MAINVIEW for UNIX System Services</p> <ul style="list-style-type: none"> <li>• CMF Monitor</li> <li>• MAINVIEW AutoOPERATOR for z/OS</li> </ul> <p>Installed on the “zEC12” System (<b>SW0060.1</b>) at AITC, BMC Site# 33972442, LP# 1924149, LP# 1924150, LP# 1924151, &amp; LP# 1924153, by 20 MIPs providing a new operational limit of 457 MIPs for this product. One-time charge for increased MIPs.</p>	MVCIC-MIPSTS	20	EA	\$0.00	\$0.00
	<b>Total</b>					<b>\$31,578.99</b>

## B.4 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), Mainframe Management Service Line Division requires an upgrade to brand name BMC Software, Inc. (BMC) software in support of a technical refresh/upgrade to the existing production z196 mainframe and its disaster recovery platform. The refresh will provide additionally 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 server. Delivery shall be within 30 days of award.

Description & Part No.	Quantity
<p>Increase the “Millions of Instructions Per second (MIPs)” limit from 437 to 457 on VA’s currently licensed <b><u>BMC “MAINVIEW SRM – Stop x37/ii (per MIPs, Tier 100 ABENDs Utility (Product# MVS RM-MIPSRM)”</u></b>, Site# 33972442, LP# 1924145, “zEC12” System (<b>SW0058</b>), by 20 MIPs providing a new operational limit of 457 MIPs for this product. One-time charge for increased MIPs.</p>	20 MIPs
<p>Increase the “MIPs” limit from 437 to 457 on VA’s currently licensed <b><u>BMC “MAINVIEW for CICS TS Suite (Tier 100)” (Product# MVCIC-MIPSTS)”</u></b> that includes the following components:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> MAINVIEW for CICS</li> <li><input type="checkbox"/> MAINVIEW AutoOPERATOR for CICS</li> <li><input type="checkbox"/> Energizer for CICS</li> </ul> <p>Installed on the “zEC12” System (<b>SW0059.1</b>) at AITC, BMC Site# 33972442, LP# 1924146, LP# 1204166, LP# 1924147, &amp; LP# 192148 by 20 MIPs providing a new operational limit of 457 MIPs for this product. One-time charge for increased MIPs.</p>	20 MIPs
<p>Increase the “MIPs” limit from 437 to 457 on VA’s currently licensed <b><u>BMC “MAINVIEW for Infrastructure Management (Tier 100)” (Product# MVCIC-MIPSTS)”</u></b> that includes the following components:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> MAINVIEW for UNIX System Services</li> <li><input type="checkbox"/> CMF Monitor</li> <li><input type="checkbox"/> MAINVIEW AutoOPERATOR for z/OS</li> </ul> <p>Installed on the “zEC12” System (<b>SW0060.1</b>) at AITC, BMC Site# 33972442, LP# 1924149, LP# 1924150, LP# 1924151, &amp; LP# 1924153, by 20 MIPs providing a new operational limit of 457 MIPs for this product. One-time charge for increased MIPs.</p>	20 MIPs

**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](mailto:AALicense@va.gov) and provide notice to [James.Barton@va.gov](mailto: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

**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

**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](mailto: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 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/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT AUTHORIZATION AND CONSENT	AUG 2013
52.227-1	NOTICE AND ASSISTANCE REGARDING PATENT AND	DEC 2007
52.227-2	COPYRIGHT INFRINGEMENT	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007

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

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state

or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

#### **C.4 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

(End of clause)

#### **C.6 VAAR 852.246-71 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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