

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

1. REQUISITION NO. PAGE 1 OF 10

116-15-4-4301-0169

2. CONTRACT NO. NNG15SD19B	3. AWARD/EFFECTIVE DATE 9/25/15	4. ORDER NO. VA118-15-F-0672	5. SOLICITATION NUMBER VA118-15-Q-0782	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Amanda Bleases Amanda.Bleases@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 checked="" 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 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 ALVAREZ & ASSOCIATES, LLC  8251 GREENSBORO DR STE 230 TYSONS CORNER VA 22102 TELEPHONE NO. _____ DUNS: 160759135DUNS+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
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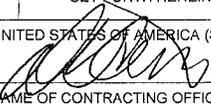
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Title: Brand Name Autodesk Software Licenses  Alternate POC: Debra G. Clayton Phone: 732-795-1054 Email: Debra.Clayton2@va.gov  PO# 116-S56585 Quote #:015894  Type of Contract: Firm Fixed Price  See Section B.2 for a list of required software.  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 See CONTINUATION Page 116-3650167-4301-197500-2324 T0D234S07	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$24,378.29
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED
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28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Debra G. Clayton Contracting Officer	31c. DATE SIGNED 9/25/15

## ***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: Alvarez and Associates  
8251 Greensboro Drive Suite 230  
Tysons Corner, VA 22102

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 Section

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**

Line Item	Part Number/Model Number	Description	Qty	Unit	Total Price
0001	78600000110S003 V2	Autodesk Infrastructure Design Suite Premium 2016 Government Subscription Renewal - 1 year  PoP: 9/25/15-9/24/16 Serial 395-13751636 upgrade to 396- 71070590, Contract 110000523829, Manufacturer Part Number 78600-000110-S103	10	EA	\$10,613.50
0001AA		Autodesk Infrastructure Design Suite Premium 2016 Government Subscription Reinstatement to cover lapsed license	10	EA	\$10,613.50
0002	001000000009880 V2	Autodesk AutoCAD 2016 Government Subscription Renewal - 1 Year  PoP: 9/25/15-9/24/16 Serial 394-58654349 Manufacturer Part Number 78600-000110- S103	3	EA	\$1,575.65
0002AA		Autodesk AutoCAD 2016 Government Reinstatement to cover lapsed license	3	EA	\$1,575.64
<b>Total</b>					<b>\$ 24,378.29</b>

## B.3 PRODUCT DESCRIPTION

### PRODUCT DESCRIPTION



**DEPARTMENT OF VETERANS AFFAIRS**

**Office: National Cemetery Administration**

**Autodesk Infrastructure Design Suite Premium Software Renewal**

**Date: June 3, 2015**

**VA-15-0005706**

1. **REQUIREMENTS:** The Department of Veterans Affairs, National Cemetery Administration requires Autodesk Infrastructure Design Suite Premium software maintenance renewal as set forth in Section B.2, Price Schedule. The period of performance for the software maintenance/subscription shall be 12 months from date of award.

2. **Inspection:** Destination  
**Acceptance:** Destination  
**Free on Board (FOB):** Destination

3. **Ship To and Mark For:**

**Primary:** Name: Demetrius Lowery, Director, VACO IT Asset Management  
Division  
Address: Dept. of Veterans Affairs  
7100 Old Landover Road, Building C  
Landover, MD. 20785  
Voice: (202) 264-0440  
Email: [Demetrius.Lowery@va.gov](mailto:Demetrius.Lowery@va.gov)

4. **INFORMATION SECURITY CONSIDERATIONS:**

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

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.

5. **POINT(S) OF CONTACT:**

**VA Program Manager:**  
Name: Michael Emrich  
Address: Dept. of Veterans Affairs  
1575 Eye Street  
Room 220F  
Washington, D.C. 20420  
Voice: (202) 461-4139  
Email: [Michael.Emrich@va.gov](mailto:Michael.Emrich@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/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;

(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 852.246-71 INSPECTION (JAN 2008)**

Rejected goods will be held subject to contractor's 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)