

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

1. REQUISITION NO. OIS-13-080 PAGE 1 OF 6

2. CONTRACT NO. NNG07DA37B  
 3. AWARD/EFFECTIVE DATE 02-01-2013  
 4. ORDER NO. NRC-HQ-13-P-33-0054  
 5. SOLICITATION NUMBER  
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:  
 a. NAME  
 b. TELEPHONE NO. (No Collect Calls)  
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission  
 Div. of Contracts  
 Attn: Mark Lohrmann  
 Mail Stop: TWB-01-B10M  
 Washington, DC 20555  
 CODE 3100  
 10. THIS ACQUISITION IS  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
 UNRESTRICTED OR SET ASIDE: \_\_\_\_\_ % FOR:  
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:  
 EDWOSB  
 8(A)  
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 12. DISCOUNT TERMS Net 30  
 13a. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700)  
 13b. RATING N/A  
 14. METHOD OF SOLICITATION  
 RFO  IFB  RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission  
 Washington DC 20555  
 CODE  
 16. ADMINISTERED BY U.S. Nuclear Regulatory Commission  
 Div. of Contracts  
 Mail Stop: TWB-01-B10M  
 Washington, DC 20555  
 CODE 3100

17a. CONTRACTOR/OFFEROR SOFTCHOICE CORPORATION  
 314 W SUPERIOR ST STE 301  
 CHICAGO IL 606543538  
 TELEPHONE NO. (877)333-7638  
 CODE FACILITY CODE  
 DUNS: 929022028  
 18a. PAYMENT WILL BE MADE BY Department of Interior / NBC  
 NRCPayments\_NBCDenver@NBC.gov  
 Attn: Fiscal Services Branch - D2770  
 7301 W. Mansfield Avenue  
 Denver CO 80235-2230  
 PHONE: FAX:

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  
 SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Purchase of Microsoft software licenses and/or related software assurance (SA) licenses for the NRC SLES servers. This purchase comes under Microsoft Enterprise Agreement (EA) Pricing (see A.2 Price Schedule).  This is a firm-fixed price delivery order.  COR Techn. Rep: Eric Brusoe, Phone: 301-415-5053, Email: <a href="mailto:Eric.Brusoe@nrc.gov">Eric.Brusoe@nrc.gov</a>  Contracting Rep: Mark Lohrmann, Phone: 301-492-3461, Email: <a href="mailto:Mark.Lohrmann@nrc.gov">Mark.Lohrmann@nrc.gov</a>  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page  
 2013-10-51-J-144 J2500 252A 31X0200.130 FAIMIS:130687  
 NAICS: 423430  
 26. TOTAL AWARD AMOUNT (For Gov. Use Only) \$46,750.65

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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 *Matt Reddy*  
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Matt Reddy  
 30c. DATE SIGNED 2/1/13  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) *Mark S. Lohrmann*  
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mark S. Lohrmann  
 31c. DATE SIGNED 2/01/2013

AUTHORIZED FOR RELEASE  
 PREVIOUS EDITIONS NOT CONTROLLED

**SUNSI REVIEW COMPLETE**

STANDARD FORM 1449 (REV. 2/2012)  
 Prescribed by GSA - FAR (48 CFR) 53.201

**ADMM02**  
 FEB 01 2013

TEMPLATE - Admin

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**A.2 PRICE/COST SCHEDULE**

<b>Base Year: 02/01/2013 - 01/31/2014</b>					
<b>CLIN</b>	<b>MS EA Part</b>	<b>Product Description</b>	<b>Unit Price</b>	<b>QTY</b>	<b>Total</b>
0001	269-12445	OfficeProPlus ALNG LSA MVL Pltfrm	\$0.00	150	\$0.00
0002	FQC-03030	WinPro ALNG UpgrdSAPk MVL Pltfrm wMDOP	\$50.99	150	\$7,648.50
0002	W06-01066	CoreCAL ALNG LicSAPk MVL Pltfrm	\$62.32	150	\$9,348.00
0004	312-02177	ExchgSvrStd ALNG LicSAPk MVL	\$280.63	2	\$561.26
0005	359-00960	SQLCAL ALNG LicSAPk MVL UsrCAL	\$82.82	150	\$12,423.00
0006	228-04437	SQLSvrStd ALNG LicSAPk MVL	\$355.83	5	\$1,779.15
0007	6VC-01252	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL UsrCAL	\$33.56	150	\$5,034.00
0008	P73-05897	WinSvrStd ALNG LicSAPk MVL 2Proc	\$349.94	15	\$5,249.10
0009	P73-05898	WinSvrStd ALNG SA MVL 2Proc	\$149.94	30	\$4,498.20
0010	N/A	NASA SEWP FEE	\$209.44	1	\$209.44
<b>Base Year Total:</b>					<b>\$46,750.65</b>
<b>Option Year 1: 02/01/2014 - 01/31/2015</b>					
<b>CLIN</b>	<b>MS EA Part</b>	<b>Product Description</b>	<b>Unit Price</b>	<b>QTY</b>	<b>Total</b>
1001	269-12445	OfficeProPlus ALNG LSA MVL Pltfrm	\$45.22	150	\$6,783.00
1002	FQC-03030	WinPro ALNG UpgrdSAPk MVL Pltfrm wMDOP	\$50.99	150	\$7,648.50
1003	W06-01066	CoreCAL ALNG LicSAPk MVL Pltfrm	\$62.32	150	\$9,348.00
1004	312-02177	ExchgSvrStd ALNG LicSAPk MVL	\$280.63	2	\$561.26
1005	359-00960	SQLCAL ALNG LicSAPk MVL UsrCAL	\$82.82	150	\$12,423.00
1006	228-04437	SQLSvrStd ALNG LicSAPk MVL	\$355.83	5	\$1,779.15
1007	6VC-01252	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL UsrCAL	\$33.56	150	\$5,034.00
1008	P73-05897	WinSvrStd ALNG LicSAPk MVL 2Proc	\$349.94	15	\$5,249.10
1009	P73-05898	WinSvrStd ALNG SA MVL 2Proc	\$149.94	30	\$4,498.20
1010	N/A	NASA SEWP FEE	\$239.96	1	\$239.96
<b>Option Year 1 Total:</b>					<b>\$53,564.17</b>
<b>Option Year 2: 02/01/2015 - 01/31/2016</b>					
<b>CLIN</b>	<b>MS EA Part</b>	<b>Product Description</b>	<b>Unit Price</b>	<b>QTY</b>	<b>Total</b>
2001	269-12445	OfficeProPlus ALNG LSA MVL Pltfrm	\$90.44	150	\$13,566.00
2002	FQC-03030	WinPro ALNG UpgrdSAPk MVL Pltfrm wMDOP	\$50.99	150	\$7,648.50
2003	W06-01066	CoreCAL ALNG LicSAPk MVL Pltfrm	\$62.32	150	\$9,348.00
2004	312-02177	ExchgSvrStd ALNG LicSAPk MVL	\$280.63	2	\$561.26
2005	359-00960	SQLCAL ALNG LicSAPk MVL UsrCAL	\$82.82	150	\$12,423.00
2006	228-04437	SQLSvrStd ALNG LicSAPk MVL	\$355.83	5	\$1,779.15
2007	6VC-01252	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL UsrCAL	\$33.56	150	\$5,034.00
2008	P73-05897	WinSvrStd ALNG LicSAPk MVL 2Proc	\$349.94	15	\$5,249.10
2009	P73-05898	WinSvrStd ALNG SA MVL 2Proc	\$149.94	30	\$4,498.20
2010	N/A	NASA SEWP FEE	\$270.48	1	\$270.48
<b>Option Year 2 Total:</b>					<b>\$60,377.69</b>
<b>TOTAL Base Year plus 2 Option Years:</b>					<b>\$160,692.51</b>

## **ADDITIONAL PROVISIONS/TERMS AND CONDITIONS**

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### **A.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the period of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 1/31/2016.

### **A.4 ELECTRONIC PAYMENT (AUG 2011)**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior at [NRCPayments\\_NBCDenver@nbc.gov](mailto:NRCPayments_NBCDenver@nbc.gov). If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

### **A.5 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

### **A.6 GREEN PURCHASING (JUN 2011)**

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

### **A.7 BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

**Standard Forms:** Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal-- Continuation Sheet."

**Electronic Invoice/Voucher Submissions:** The preferred method of submitting invoices/vouchers is electronically to the U.S. Department of the Interior's National Business Center, via email to: [NRCPayments\\_NBCDenver@NBC.gov](mailto:NRCPayments_NBCDenver@NBC.gov).

**Hard-Copy Invoice/Voucher Submissions:** If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

#### **Purchase of Capital Property: (\$50,000 or more with life of one year or longer)**

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

**Frequency:** The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

**Format:** Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

**Currency:** Invoices/Vouchers must be expressed in U.S. Dollars.

**Supersession:** These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (June 2008).

## INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

### (SAMPLE FORMAT - COVER SHEET)

#### 1. Official Agency Billing Office

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

#### 2. Invoice/Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- g. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.

- h. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
  - i. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
  - j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
  - k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
  - l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
  - m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
  - n. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
  - o. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
  - p. Grand Totals.
-