

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER OCIO-19-0155		PAGE OF 1 11	
2. CONTRACT NO. NNG15SC82B		3. AWARD/ EFFECTIVE DATE 05/24/2019	4. ORDER NUMBER 31310019F0051		5. SOLICITATION NUMBER 31310019Q0052		6. SOLICITATION ISSUE DATE 05/15/2019
7. FOR SOLICITATION INFORMATION CALL:		a. NAME BANU GOLDFEIZ			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001			CODE NRCHQ	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541519 SIZE STANDARD: \$27.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO NUCLEAR REGULATORY COMMISSION NUCLEAR REGULATORY COMMISSION WASHINGTON DC 20555-0001			CODE NRCHQ	16. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001			
17a. CONTRACTOR/OFFEROR NEW TECH SOLUTIONS INC ATTN RAJESH PATEL 4179 BUSINESS CENTER DRIVE FREMONT CA 945386355		CODE 020149303	FACILITY CODE	18a. PAYMENT WILL BE MADE BY NRC PAYMENTS NRCFISCALTREASURYGOV			
TELEPHONE NO. 5103534070307			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO. 00001	20. SCHEDULE OF SUPPLIES/SERVICES Accounting Info: 2019-X0200-FEEBASED-10-10D011-6168-51-J-144-3142-51-J-144-6168 Period of Performance: 05/24/2019 to 09/30/2020 LP1YC.0.0.00 BMC Remedy Service Desk - Concurrent User License Quantity 93 Line Item Ceiling: Incrementally Funded Amount: Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$93,848.07	
<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.			
<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 checked="" 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) HERIBERTO COLON			30c. DATE SIGNED	31c. DATE SIGNED 05/30/2019			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00002	LP1YC.0.0.00 BMC Remedy Service Optimization Quantity 60 Line Item Ceiling: ██████████ Incrementally Funded Amount: ██████████				██████████
00003	LP1YC.0.0.00 BMC Remedy Service Desk - User License Quantity 105 Line Item Ceiling: ██████████ Incrementally Funded Amount: ██████████				██████████
00004	LP1YC.0.0.00 BMC Remedy Service Optimization - Concurrent User License Quantity 70 Line Item Ceiling: ██████████ Incrementally Funded Amount: \$ ██████████				██████████
00005	LPDSD.0.0.00 BMC Discovery for Data Center Quantity: 647 Line Item Ceiling: ██████████ Incrementally Funded Amount: ██████████				██████████
00006	LPDSD-001-P1- 0020 BMC Discovery for Data Center Continued ...				██████████

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY (<i>Print</i>)
	42c. DATE REC'D (YY/MM/DD)	42b. RECEIVED AT (<i>Location</i>)
		42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 NNG15SC82B/31310019F0051

PAGE OF
 3 11

NAME OF OFFEROR OR CONTRACTOR
 NEW TECH SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00007	<p>- ESO - per managed asset - server endpoint - Perpetual License - General Availability Quantity 3 Line Item Ceiling: [REDACTED] Incrementally Funded Amount: [REDACTED]</p> <p>LPDSD-001-C1- 0020 BMC Discovery for Data Center - ESO - per managed asset - server endpoint - BMC Continuous Support - General Availability Quantity 3 Line Item Ceiling: [REDACTED] Incrementally Funded Amount: \$ [REDACTED]</p> <p>The obligated amount of award: \$93,848.07. The total for this award is shown in box 26.</p>				[REDACTED]

BRIEF DESCRIPTION OF WORK ALTERNATE I

(a) The title of this project:

BMC Remedy Software Licenses

(b) Summary work description:

NRC users have been supported by an Agency Help Desk that services the Agency help desk/self service functions 24x7x365. The help desk utilizes an ITIL-based foundation to manage service activities by leveraging Remedy service management system. The NRC must continue to procure NRC-owned BMC Remedy licenses and associated support services to prevent any degradation in the quality of IT services desk support provided to the NRC user community. The NRC acquiring BMC Remedy licenses allows the agency to continue a service desk, enabling end users and providing IT technicians the tools to achieve success and efficiency. This action also minimizes risks of NRC’s government owned, contractor operated (GOCO) model.

(c) Objective:

The objective of this acquisition is for the U.S. Nuclear Regulatory Commission (NRC) to procure BMC Remedy Software Licenses.

(d) Description:

The items listed below are required by the NRC.

Manufacturer Part Number	Description	Qty	POP
LP1YC.0.0.00	Remedy Service Desk -Concurrent User License	93	05/24/2019-9/30/2020
LP1YC.0.0.00	Remedy Service Optimization -User License	60	05/24/2019-9/30/2020
LP1YC.0.0.00	Remedy Service Desk - User License -	105	05/24/2019-9/30/2020
LP1YC.0.0.00	Remedy Service Optimization - Concurrent User License	70	05/24/2019-9/30/2020
LPDSD.0.0.00	BMC Discovery for Data Center -	647	05/24/2019-9/30/2020
LPDSD-001-P1-0020	BMC Discovery for Data Center - ESO - per managed asset - server endpoint – Perpetual License	3	05/24/2019-9/30/2020
LPDSD-001-C1-0020	BMC Discovery for Data Center - ESO - per managed asset - server endpoint	3	05/24/2019-9/30/2020



	- Perpetual License				
TOTAL					\$93,848.07

BRAND NAME JUSTIFICATION

This brand name procurement of BMC Remedy licenses will allow the NRC to continue its current asset management services approach. BMC Remedy software has also been tested, secured and is an integral part of the NRC's current enterprise architecture and technical reference model

PERIOD OF PERFORMANCE

The period of performance is 05/24/2019-9/30/2020
(End of Clause)

PLACE OF DELIVERY

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor to:

U.S Nuclear Regulatory Commission
11555 Rockville Pike,
Rockville, MD 20852

Contracting Officer's Representative (COR):
Name: Henry Davis
Email: Henry.Davis@nrc.gov
Phone: 301-415-0713

(End of Clause)

CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE

The total amount of the Firm-Fixed-Price portion of this contract is \$93,848.07, and this amount is fully-funded.

(End of Clause)

FAR Clauses Incorporated By Reference

- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2016)
- 52.204-19 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND
- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2016) CERTIFICATIONS. (DEC 2014)
- 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)
- 52.232-1 PAYMENTS. (APR 1984)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

FAR Clauses Incorporated By Full Text**52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (Jul 2018)**1. (a) *Definitions*. As used in this clause—

“Covered article” means any hardware, software, or service that—

- a. (1) Is developed or provided by a covered entity;
- b. (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- c. (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

“Covered entity” means—

- d. (1) Kaspersky Lab;
 - e. (2) Any successor entity to Kaspersky Lab;
 - f. (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
 - g. (4) Any entity of which Kaspersky Lab has a majority ownership.
2. (b) *Prohibition*. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—
- a. (1) Providing any covered article that the Government will use on or after October 1, 2018; and
 - b. (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.
3. (c) *Reporting requirement*.
- a. (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
 - b. (2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:
 - i. (i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model

- number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.
4. (d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

52.217-6 OPTION FOR INCREASED QUANTITY. (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor at anytime prior to expiration of contract. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

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):

<https://www.acquisition.gov/?q=browsefar>

<https://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html>

NRCAR Clauses Incorporated by Full Text

2052.215-71 PROJECT OFFICER AUTHORITY (OCT 1999) - ALTERNATE I (OCT 1999)

(a) The contracting officer's authorized representative (COR) for this contract is:

Name: Henry Davis

Email: Henry.Davis@nrc.gov

Phone: 301-415-0713

- (b) The COR shall:
- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
 - (2) Inspect and accept products/services provided under the contract.
 - (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (c) The COR may not make changes to the express terms and conditions of this contract.
(End of Clause)

NRC Local Clauses Incorporated by Full Text

NRCD10 PACKAGING AND MARKING

- (a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.
- (b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.
- (c) Additional packaging and/or marking requirements are as follows: All items delivered to warehouse. Address of the delivery location.

U.S Nuclear Regulatory Commission
11555 Rockville Pike,
Rockville, MD 20852

(End of Clause)

NRCD020 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.
Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Chief Information Officer (OCIO), under Contract/order number NNG15SC82B/31310019F0050.

(End of Clause)

NRCG030 ELECTRONIC PAYMENT (DEC 2017)

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 Transfer-System for Award Management."

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted through the Invoice Processing Platform (IPP) (<https://www.ipp.gov/>). Back up documentation shall be included as required by the NRC's Billing Instructions.

(End of Clause)

NRCG020 REGISTRATION IN FEDCONNECT® (JULY 2014)

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use FedConnect® at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect® must have authority to bind the vendor/contractor. There is no charge for using FedConnect®. Assistance with FedConnect® is provided by Compusearch Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at <https://www.fedconnect.net/FedConnect>.

(End of Clause)

NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (JULY 2017)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and the Invoice Processing Platform (IPP) system and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM and/or IPP 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.

Electronic Invoice/Voucher Submissions: Invoices/vouchers shall be submitted electronically to the U.S. Nuclear Regulatory Commission (NRC) is through the Invoice Processing Platform (IPP) at www.ipp.gov.

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 \(MD\) 11.1](#), NRC Acquisition of Supplies and Services.

Agency Payment Office: Payment will 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.

Supporting Documentation: Any supporting documentation required to substantiate the amount billed shall be included as an attachment to the invoice created in IPP. If the necessary supporting documentation is not included, the invoice will be rejected.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

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

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (JAN 2015).

If your company is currently registered in IPP and doing business with other Federal Agencies in IPP, you will not be required to re-register.

If your company is not currently registered in IPP, please note the following:

- You will be receiving an invitation to register for IPP from IPP Customer Support, STLS.IPPHELPDESK@stls.frb.org.
- IPP Customer Support will send you two emails: the first email will contain the initial administrative IPP User ID and the second email, sent within 24 hours of receipt of the first email, will contain a temporary password.
- Please add the Customer Support email address (STLS.IPPHELPDESK@stls.frb.org) to your address book so you do not disregard these emails or mistake them for spam.
- During registration, one initial administrative user account will be created for your company and this user will be responsible for setting up all other user accounts including other administrators.
- Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided by Treasury and accepts the rules of behavior.

What type of is training provided?

Vendor training materials, including a first time login tutorial, user guides, a [quick reference guide](#), and [frequently asked questions](#) are available on Treasury's IPP [website](#). **Individuals within your company responsible for submitting invoices should review these materials before work begins on the contract.**

How do I receive assistance with IPP?

Treasury's IPP Customer Support team provides vendor assistance related to the IPP application, and is also available to assist IPP users and to answer any questions related to accessing IPP or completing the registration process. IPP application support is also available via phone at (866) 973-3131, Monday through Friday from 8:00 am to 6:00 pm ET, and via email at IPPCustomerSupport@fiscal.treasury.gov.

Specific questions regarding your contract or task order should be directed to the appropriate NRC Contracting Officer.