

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER OCIO-19-0133		PAGE OF 1 12	
2. CONTRACT NO. NNG15SC89B		3. AWARD/ EFFECTIVE DATE 10/01/2019	4. ORDER NUMBER 31310019F0070		5. SOLICITATION NUMBER 31310019Q0066		6. SOLICITATION ISSUE DATE 05/31/2019
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOHNNIE BAKER			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 type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" 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: 150		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 30		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO US NUCLEAR REGULATORY COMMISSION- MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY ROCKVILLE MD 20852				CODE NRCHQ	16. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001		
17a. CONTRACTOR/ OFFEROR		CODE 938836541	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			CODE NRCPAYMENTS
STERLING COMPUTERS CORPORATION ATTN JENNA MATHEY 600 STEVENS PORT DR STE 200 DAKOTA DUNES SD 57049				US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP O3-E17A ROCKVILLE MD 20852-2738			
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
				<input type="checkbox"/> 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
00001	Accounting Info: 2019-X0200-FEEBASED-10-10D011-10B113-6166-34-5-144-3142-34-5-144-6166 Period of Performance: 10/01/2019 to 09/30/2020 Qualys Public Sector Vulnerability Management- Module Price; part number Q-E-PUB-VM- M; Quantity 1 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i> \$6,673.70	
<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 checked="" type="checkbox"/> ARE <input 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 <i>(Type or print)</i>			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED	
				JESSICA CHU		07/01/2019	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00002	Qualys Vulnerability Management-- Enterprise--Public Sector; part number Q-E-PUB-VM; Quantity 128				[REDACTED]
00003	Qualys Threat Protection--Public Sector; part number Q-E-PUB-TP; Quantity 128				[REDACTED]
00004	Qualys Public Sector Continuous Monitoring; part number Q-E-PUB-CM; Quantity 128				[REDACTED]
00005	Qualys Cloud Agent Vulnerability Management-- Enterprise--Public Sector; part number Q-E-PUB- CAP-VM; Quantity 128				[REDACTED]
00006	Qualys Public Sector Web Application Scanning - Module Price; part number Q-E-PUB- WAS-M; Quantity 1				[REDACTED]
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	42a. RECEIVED BY (<i>Print</i>)
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG15SC89B/31310019F0070

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NAME OF OFFEROR OR CONTRACTOR
STERLING COMPUTERS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00007	Qualys Web Application Scanning--Public Sector; part number Q-E-PUB- WAS; Quantity 5 The obligated amount of award: \$6,673.70. The total for this award is shown in box 26.				

BRIEF DESCRIPTION OF WORK ALTERNATE I

(a) The title of this project is: Purchase of Qualys vulnerability scanning service

(b) Summary work description: The objective of this acquisition is to procure on a brand name only basis from an authorized NASA SEWP V Contractor that sells products manufactured by Qualys.

The contractor shall provide:

Vendor	PART #	DESCRIPTION	POP	Quantity	Unit Price	COST TOTAL
Qualys	Q-E-PUB (Total Package consisting of below items)	Qualys Public Sector is priced as a prepaid annual subscription based on the # of IPs (for VM, CM, PC or SCAP) or Web Application URLs (for WAS).	10/01/2019 – 09/30/2020	1	██████	██████
Qualys	Q-E-PUB-VM- M	Qualys Public Sector Vulnerability Management- Module Price	10/01/2019 – 09/30/2020	1	██████	██████
Qualys	Q-E-PUB-VM	Qualys Vulnerability Management--Enterprise--Public Sector * Scheduled and on demand security scans * Unlimited user accounts * Unlimited network discovery maps * Executive-level & detailed technical reports * Qualys PCI is bundled for External IPs only at no added cost * 24x7 email and telephone Customer Support	10/01/2019 – 09/30/2020	128	██████	██████

Qualys	Q-E-PUB-TP	Qualys Threat Protection--Public Sector	10/01/2019 – 09/30/2020	128	████	████
Qualys	Q-E-PUB-CM	Qualys Public Sector Continuous Monitoring * Monitor mission-critical Internet-facing assets * Receive alerts on Expiring Certificates, New Hosts, Open Ports, Vulnerabilities, and Software Applications * Notify appropriate personnel directly on security misconfigurations to prevent breaches	10/01/2019 – 09/30/2020	128	████	████
Qualys	Q-E-PUB-CAP-VM	Qualys Cloud Agent Vulnerability Management--Enterprise--Public Sector	10/01/2019 – 09/30/2020	128	████████████████	
Qualys	Q-E-PUB-WAS-M	Qualys Public Sector Web Application Scanning - Module Price	10/01/2019 – 09/30/2020	1	████████████████	
Qualys	Q-E-PUB-WAS	Qualys Web Application Scanning--Public Sector	10/01/2019 – 09/30/2020	5	████████████████	
Qualys	Q-MDS S-C	Qualys Malware Detection Service for Sites	10/01/2019 – 09/30/2020	5	████	████
					TOTAL:	\$6,673.70

(End of Clause)

TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)

This order shall commence on October 1, 2019 and will expire on September 30, 2020.

(End of Clause)

CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE

The total amount of the Firm-Fixed-Price portion of this contract is \$6,673.70, and this amount is fully-funded.

INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables:

- Q-E-PUB (TOTAL PACKAGE consisting of items below) Qualys Public Sector is priced as a prepaid annual subscription based on the # of IPs (for VM, CM, PC or SCAP) or Web Application URLs (for WAS); Quantity 1**
1. Q-E-PUB-VM- M Qualys Public Sector Vulnerability Management- Module; Quantity 1
 2. Q-E-PUB-VM Qualys Vulnerability Management-- Enterprise--Public Sector; Quantity 128
 - Scheduled and on demand security scans
 - Unlimited user accounts
 - Unlimited network discovery maps
 - Executive-level & detailed technical reports
 - Qualys PCI is bundled for External IPs only at no added cost
 - 24x7 email and telephone Customer Support
 3. Q-E-PUB-TP Qualys Threat Protection--Public Sector; Quantity 128
 4. Q-E-PUB-CM Qualys Public Sector Continuous Monitoring; Quantity 128
 - Monitor mission-critical Internet-facing assets
 - Receive alerts on Expiring Certificates, New Hosts, Open Ports, Vulnerabilities, and Software Applications
 - Notify appropriate personnel directly on security misconfigurations to prevent breaches
 5. Q-E-PUB-CAP-VM Qualys Cloud Agent Vulnerability Management-- Enterprise--Public Sector; Quantity 128
 6. Q-E-PUB-WAS-M Qualys Public Sector Web Application Scanning – Module; Quantity 1
 7. Q-E-PUB-WAS Qualys Web Application Scanning--Public Sector; Quantity 5
 8. Q-MDS S-C Qualys Malware Detection Service for Sites, Quantity 5

(End of Clause)

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 the Chief Information Officer, under Contract/order number NNG15SC89B/31310019F0070.

(End of Clause)

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: N/A.

(End of Clause)

CLAUSES

FAR Clauses Incorporated by Reference

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES. (JUL 2018)

52.222-3 CONVICT LABOR. (JUN 2003)

52.225-1 BUY AMERICAN - SUPPLIES. (MAY 2014)

52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE. (DEC 2007)

NRCAR Clauses Incorporated by Reference

2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)**2052.215-73 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (OCT 1999)****2052.222-70 NONDISCRIMINATION BECAUSE OF AGE. (JAN 1993)****FAR Clauses Incorporated by Full Text****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 any time during contract period of performance. 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 addresses:

www.acquisition.gov/far

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

(End of clause)

NRCAR Clauses Incorporated by Full Text**2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999) - ALTERNATE II (OCT 1999)**

(a) The contracting officer's authorized representative, hereinafter referred to as the project officer, for this contract is:

Name: [REDACTED]

e-mail Address: [REDACTED]

Telephone Number: [REDACTED]

(b) The project officer 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 project officer may not make changes to the express terms and conditions of this contract.
- (End of Clause)

NRC Local Clauses Incorporated by Full Text

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>.

AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS

It is brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

- (1) Encouraging a potential contractor to incur costs prior to receiving a contract;
- (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
- (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and
- (4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

(End of Clause)

NRC ACQUISITION REGULATION (NRCAR) PROVISIONS AND CLAUSES (AUG 2011)

Applicable NRCAR provisions and clauses located in 48 CFR Chapter 20 are hereby incorporated by reference into this contract/order.

(End of Clause)

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)

**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) 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).

Does my company need to register in IPP?

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.