

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

1 REQUISITION NO

PAGE 1 OF

**CFO-12-019**

**6**

2 CONTRACT NO

3 AWARD/EFFECTIVE DATE

4 ORDER NO

5 SOLICITATION NUMBER

6 SOLICITATION ISSUE DATE

CF 15FC002W

**12/12/2011**

NRC-HQ-12-F-09-0501

7 FOR SOLICITATION  
INFORMATION CALL

a NAME William A Adams

b TELEPHONE NO (No Collect Calls)

8 OFFER DUE DATE/LOCAL  
TIME

**301-492-3641**

9 ISSUED BY

CODE **3100**

10 THIS ACQUISITION IS

UNRESTRICTED OR ☒ SET ASIDE ☐ 100 % FOR

U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Attn:  
Mail Stop: TWB-01-B10M  
Washington, DC 20555

☒ SMALL BUSINESS  
☐ WOMEN-OWNED SMALL BUSINESS  
☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED  
SMALL BUSINESS PROGRAM  
☐ ECONOMICALLY DISADVANTAGED  
WOMEN-OWNED SMALL BUSINESS  
(EDWOSB)  
☐ VETERAN-OWNED  
SMALL BUSINESS  
NAICS  
SIZE STANDARD

11 DELIVERY FOR FOB DESTINA-  
TION UNLESS BLOCK IS  
MARKED

12 DISCOUNT TERMS

13a THIS CONTRACT IS A  
RATED ORDER UNDER  
DPAS (15 CFR 700)

13b RATING

**N/A**

14 METHOD OF SOLICITATION

☐ RFQ ☐ IFB ☒ RFP

SEE SCHEDULE

15 DELIVER TO

CODE

16 ADMINISTERED BY

CODE **3100**

U.S. Nuclear Regulatory Commission  
  
Washington, DC 20555

U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Mail Stop: TWB-01-B10M  
  
Washington, DC 20555

17a CONTRACTOR/OFFEROR CODE

FACILITY CODE

18a PAYMENT WILL BE MADE BY

CODE **3100**

SEK SOLUTIONS LLC

Department of Interior / NRC  
NRCPayments@nbc.gov  
Attn: Fiscal Services Branch - D2770  
7301 W. Mansfield Avenue  
Denver CO 80235-2230

476 VIKING DR STE 101

VIRGINIA BEACH VA 234527349

PHONE

FAX

TELEPHONE NO

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

CLIN 001	PeopleSoft Enterprise Human Resources - Employee Perpetual Period of performance: 12/12/2011 through 12/11/2012	4,000	EACH		\$52,014.24
CLIN 002	Micro Focus International Ltd. Server Express COBOL for UNIX for 2 Named Users Period of performance: 12/12/2011 through 12/11/2012	1	EACH		\$2,941.06
CLIN 003	User Productivity Kit Standard - UPK Developer Perpetual Period of performance: 12/12/2011 through 12/11/2012	2	EACH		\$3,529.28
CLIN 004	User Productivity Kit - UPK Employee Perpetual Period of performance: 12/12/2011 through 12/11/2012	4,000	EACH		\$5,862.14
CLIN 005	PeopleSoft Enterprise UPK Human Resources (Up to 4K employees and up to \$1 billion in revenue) - UPK Module Perp Period of performance: 12/12/2011 through 12/11/2012	2	EACH		\$3,529.28
CLIN 006	PeopleSoft Enterprise Time and Labor - Employee Perpetual Period of performance: 12/12/2011 through 12/11/2012	4,000	EACH		\$30,883.46
CLIN 007	Crystal Reports for PeopleSoft Enterprise for Unlimited User Period of performance: 12/12/2011 through 12/11/2012 (CLIN 007 included at no extra charge to the Government)	1	EACH		

(Use Reverse and/or Attach Additional Sheets as Necessary)

SUBTOTAL

25 ACCOUNTING AND APPROPRIATION DATA

BRR:2012-7N-51-G-156; JC:N7354; BOC:252A; APP:31X0200  
OBLIGATED AMOUNT:\$109,063.14  
FIN:421510633; NAICS:443170 EGS:RQ121089

26 TOTAL AWARD AMOUNT (For Govt Use Only)

**109,063.14**

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 52.212-6 IS ATTACHED. ADDENDA  
☒ 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 ☐ ARE ☒ ARE NOT ATTACHED

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

AUTHORIZED FOR LOCAL REPRODUCTION

William A Adams  
Contracting Officer

2/15/12

**SUNSI REVIEW COMPLETE**

STANDARD FORM 1449 (REV 12011)

TEMPLATE - ADM001

FEB 16 2012

ADM002

# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

## OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.

CFO-12-019

PAGE 1 OF

6

2. CONTRACT NO.

GS35F0662W

3. AWARD/EFFECTIVE DATE

12/12/2011

4. ORDER NO.

NRC-HQ-12-F-09-0001

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION  
INFORMATION CALL:

a. NAME William A. Adams

b. TELEPHONE NO. (No Collect Calls)  
301-492-36418. OFFER DUE DATE/LOCAL  
TIME

9. ISSUED BY

CODE

3100

U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Attn:  
Mail Stop: TWB-01-B10M  
Washington, DC 20555

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☒ SMALL BUSINESS

☐ WOMEN-OWNED SMALL BUSINESS  
(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED  
SMALL BUSINESS PROGRAM NAICS:

☐ HUBZONE SMALL  
BUSINESS

☐ ECONOMICALLY DISADVANTAGED  
WOMEN-OWNED SMALL BUSINESS  
(EDWOSB) SIZE STANDARD:

☐ SERVICE-DISABLED  
VETERAN-OWNED  
SMALL BUSINESS ☐ 8(A)
11. DELIVERY FOR FOB DESTINA-  
TION UNLESS BLOCK IS  
MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A  
RATED ORDER UNDER  
DPAS (15 CFR 700)

13b. RATING

N/A

14. METHOD OF SOLICITATION

☐ RFQ

☐ IFB

☐ RFP

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Washington DC 20555

16. ADMINISTERED BY

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Mail Stop: TWB-01-B10M  
  
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FACILITY CODE

SEK SOLUTIONS LLC

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VIRGINIA BEACH VA 234527349

TELEPHONE NO.

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Department of Interior / NBC  
NRCPayments@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
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CLIN 002	Micro Focus International Ltd. Server Express COBOL for UNIX for 2 Named Users Period of performance: 12/12/2011 through 12/11/2012	1	EACH		\$2,941.06
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(Use Reverse and/or Attach Additional Sheets as Necessary)				SUBTOTAL	

25. ACCOUNTING AND APPROPRIATION DATA

BBR: 2012-7N-51-G-156; JC: N7354; BOC: 252A; APP: 31X0200  
OBLIGATED AMOUNT: \$109,063.14  
DUNS: 021533653; NAICS: 443120 FSS: RQ121089

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

109,063.14

☐ 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

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

*William A. Adams*

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  
William A. Adams  
Contracting Officer

31c. DATE SIGNED

2/15/12

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
CLIN 008	Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) Period of performance: 12/12/2011 through 12/11/2012	1	EACH		\$0.04
CLIN 009	WebSphere for PeopleSoft Enterprise (incl. at no charge) Period of performance: 12/12/2011 through 12/11/2012	1	EACH		
CLIN 010	PeopleSoft Enterprise T./L. - Enterprise Employee Perpetual Period of performance: 12/12/2011 through 12/11/2012	400	EACH		\$3,414.15
CLIN 011	Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (included at no extra charge) Period of performance: 12/12/2011 through 12/11/2012	1	EACH		
CLIN 012	WebSphere for PeopleSoft Enterprise (no extra charge) Period of performance: 12/12/2011 through 12/11/2012	1	EACH		
CLIN 013	PeopleSoft Enterprise Human Resources - Enterprise Employee perpetual P.O.P: 12/12/2011 through 12/11/2012	400	EACH		\$5,753.39
CLIN 014	Crystal Reports for PeopleSoft Enterprise for Unlimited User included at no extra charge. perpetual P.O.P: 12/12/2011 through 12/11/2012	1	EACH		
CLIN 015	User Productivity Kit - UPK Employee Perpetual perpetual P.O.P: 12/12/2011 through 12/11/2012	400	EACH		\$1,116.08

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
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (Location)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

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## **DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT**

### **A.2 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 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 18 months.

### **A.3 PERIOD OF PERFORMANCE (AUG 2011)**

This contract shall commence on 12-12-2011 and will expire on 12-11-2012.

### **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 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)**

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.

#### **A.8 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (AUG 2011)**

In 1998, Congress amended the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the Workforce Investment Act of 1998 (P.L. 105 - 220), August 7, 1998 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Inaccessible technology interferes with an ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, open new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. 794d), agencies must give disabled employees and members of the public access to information that is comparable to access available to others.

Specifically, Section 508 of that Act requires that when Federal agencies develop, procure, maintain, or use EIT, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. (36 C.F.R. 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

Exceptions.

All EIT that the government acquires by purchase or by lease/rental under this contract must meet the applicable accessibility standards at 36 C.F.R. Part 1194, unless one or more of the following exceptions at FAR 39.204 applies to this acquisition (applicable if checked):

- ☐ The EIT is for a national security system.
- ☐ The EIT is acquired by a contractor incidental to a contract.
- ☐ The EIT is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.
- ☐ Compliance with the applicable 36 C.F.R. Part 1194 provisions would impose an undue burden on the agency.

Applicable Standards.

The following accessibility standards from 36 C.F.R. Part 1194 have been determined to be applicable to this contract/order. See [www.section508.gov](http://www.section508.gov) for more information:

- ☐ 1194.21 Software applications and operating systems.
- ☐ 1194.22 Web-based intranet and internet information and applications. 16 rules.
- ☐ 1194.23 Telecommunications products.
- ☐ 1194.24 Video and multimedia products.
- ☐ 1194.25 Self contained, closed products.
- ☐ 1194.26 Desktop and portable computers.
- ☐ 1194.31 Functional performance criteria.
- ☐ 1194.41 Information, documentation, and support.

Note: Under the Exceptions paragraph, the Contracting Officer should check the boxes for any exceptions that apply. If no exceptions apply, then the Contracting Officer should, under the Applicable Standards paragraph, check the boxes that indicate which of the standards apply. See FAR Subpart 39.2 and [www.section508.gov](http://www.section508.gov) for additional guidance.