

ORDER FOR SUPPLIES OR SERVICES

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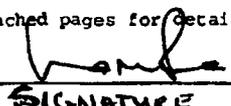
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO NRC-DR-33-10-365

1 DATE OF ORDER JUN 19 2012		2 CONTRACT NO. (if any) GS35F4704G		6. SHIP TO:	
3 ORDER NO. NRC-T015		MODIFICATION NO		a NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5 ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts ATTN: Jerry Purcell Jr. Mail Stop: TWB-01-B10M Washington, DC 20555		4 REQUISITION/REFERENCE NO RFPA#: NRO-12-152 FAIMIS#: 122278		b STREET ADDRESS OIS/BPIAD ATTN: Tu Tran Mail Stop: O-6-D3M	
7 TO:		c CITY Washington		d STATE DC	e ZIP CODE 20555
a NAME OF CONTRACTOR ADVANCED TECHNOLOGY SYSTEMS INC A T S C		f SHIP VIA		8 TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c STREET ADDRESS 7925 JONES BRANCH DR		REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d CITY MC LEAN	e. STATE VA	f. ZIP CODE 221023343			
9. ACCOUNTING AND APPROPRIATION DATA B&R: 2012-25-17-4-151 JC: Q4237 BOC: 2574 APPN: 31X0200 DUNS: 037753399 NAICS: 541511 Obligation Amount: \$160,000.00		10 REQUISITIONING OFFICE NRO Office of New Reactors			
11 BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a SMALL <input checked="" type="checkbox"/> b OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12 F.O.B. POINT N/A	
13. PLACE OF		14 GOVERNMENT B/L NO		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a INSPECTION N/A	b ACCEPTANCE N/A	N/A		See Attached SOW	
				16 DISCOUNT TERMS N/A	

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Task Order No. 15 under Delivery Order No. NRC-DR-33-10-365</p> <p>The Contractor shall provide the U.S. Nuclear Regulatory Commission with PMM and configuration management support services in accordance with the terms and conditions of GSA Federal Supply Contract No. GS35F4704G; and Delivery Order No. NRC-DR-33-10-365; and within the scope of the attached statement of work (SOW).</p> <p>Reference is made to Advanced Technology Systems' proposal dated June 16, 2012.</p> <p>See attached pages for details of Task Order No. 15.</p> <p style="text-align: center;"> SIGNATURE</p>					

18 SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20 INVOICE NO		\$160,000.00		
21. MAIL INVOICE TO:								
SEE BILLING INSTRUCTIONS ON REVERSE		a NAME Dept. of Interior/National Business Ctr. e-mail address: NRCpayments@nbc.gov						17(h) TOTAL (Cont. pages)
		b STREET ADDRESS (or P.O. Box) ATTN: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue				PHONE: FAX		
		c CITY Denver,	d STATE CO	e ZIP CODE 80235-2230		Obligation \$160,000.00		

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) William Adams Contracting Officer TITLE CONTRACTING/ORDERING OFFICER	
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OPTIONAL FORM 347 (REV. 2/2012)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE JUN 25 2012

ADM002

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**A.1 STATEMENT OF WORK
"PMM and Configuration Management Support"**

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission's (NRC's) Office of New Reactors (NRO) is leading an unprecedented level of planning and infrastructure development to review a large number of new reactor applications. As a result of these new reactor licensing activities, the NRO is experiencing significant changes in workload, staffing, and day-to-day operations and interactions. The NRC staff is engaged in numerous interactions with industry, vendors, and contractors regarding prospective new reactor applications and licensing activities. As such, the NRC expects an unprecedented level of technical review and licensing work associated with these new reactor licensing activities over the next five years. Compounding this problem is that the NRC has not received an application for new construction and operation of a new power plant in over 30 years. The breadth and scope of scheduling, planning, and analysis for new reactor application reviews far exceeds that of most planning efforts conducted in the history of the NRC. Therefore, NRO is in the process of acquiring and implementing a variety of information technology (IT) environments and automating various processes to support decision making and processing of new reactor licenses. The primary application used to manage new reactor licenses is Microsoft Enterprise Project Management (EPM).

There are several components planned or under development to enhance analysis, reporting, and managing data associated with EPM and which is needed so management staff can make informed decisions and support staff can manage processes in an efficient and effective manner. Specific examples of the current IT initiatives include the configuration and field deployment of the Construction Inspection Program Information Management System (CIPIMS), acquisition and implementation of Microsoft Dynamics to track and report on expenditures at the task and resource level, Business Intelligence to collect data and produce a wide variety of reports and electronic dashboards needed by NRO management and staff for analyzing work load and performance data and for making informed decisions. All IT systems and enhancements are managed by the Change Control Board (CCB) and are tracked in IBM Rational (IBM rational enterprise Suite and IBM Rational Professional Bundle software tools).

2.0 OBJECTIVE

The objective is to acquire Contractor project and configuration management and analysis support services to assist in the planning, documentation, and facilitate implementation of IT initiatives and processes. The contractor shall also coordinate CCB activities, maintain information in IBM Rational as defined by the NRC Project Management Methodology and provide IBM Rational expertise, training, and support.

3.0 TASK REQUIREMENTS

TASK 3.1 Project Management Support:

The contractor shall provide project management support and systems analysis support for the NRO EPM Project. The contractor shall coordinate and facilitate activities related to performance of this task order.

The contractor shall conduct systems analysis and develop project plans (which shall be due no later than fifteen (15) days after assignment) based on the analysis and consistent with NRC's Program Management Methodology (PMM), Management Directive 2.8. The contractor shall submit the analysis and project plans in writing for review by the Contracting Officer Representative (COR). The NRC (COR) will have five (5) days to comment on the draft report. If no comments are made by the COR, the draft reports become accepted as submitted. Upon receipt of written COR approval of project plan, the contractor shall execute the project plan, and coordinate and document work on the project in accordance with the approved project plan. The schedule and deliverables for the project will be controlled by the approved project plan.

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The contractor shall also be responsible for scheduling and coordinating the CCB and provide support for the Change Control System, IBM Rational including, but not limited to: Change Request Creation and review.

3.2 Technical Direction:

Roya Noory is designated as the NRC Task Order Contracting Officer Representative (TO COR). The TO COR is responsible for providing technical guidance to the Contractor. All work products must be reviewed and approved by the NRC TO COR before they are submitted as final documents. All technical directions given to the performing organization must be consistent with the work scope and schedule. The NRC TO COR is not authorized to unilaterally make changes to the approved work scope or schedule, or give the performing organization any direction that would increase costs over approved levels for this task.

4.0 REPORTING REQUIREMENTS

Task Order Progress Report:

The contractor shall provide a monthly written progress report no later than the fifth business day of the following month to the Contracting Officer Representative and the Contracting Officer that addresses tasks and deliverables worked on, completion status of each of those tasks and deliverables, contractor staff hours expended per task order labor category, percent completed for each task, and any problems encountered and corrective actions taken or planned by the contractor.

The Contractor shall provide a bi-monthly written progress report to the COR that provides the status and completion of all work assigned during the bi-monthly period. They are due no later than the twentieth of the month and the fifth business day of the following month.

The Contractor shall provide a weekly written progress report to the TO COR that provides the status and completion of all work assigned during the week.

Reporting Requirements:

Unless otherwise specified by an approved project plan, the contractor shall provide all deliverables to the TO COR in writing as draft products. The COR will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide written comments back to the contractor within one week of deliverable submission. The contractor shall revise the deliverable based on the comments provided by the TO COR, and then deliver the final version of the deliverable to the TO COR. Reporting deliverables schedule shall be controlled by the approved project plan(s).

The contractor shall provide updated spending projections monthly that align with the contractor provided deliverable schedule and associated approved project plans.

All reporting deliverables shall be submitted electronically to the TO COR with copy to the following NRC staff:

Ronnie.Ng@NRC.GOV
Karen.Chapman@NRC.GOV
Debby.Johnson@NRC.GOV
Carl.Konzman@NRC.GOV
Tu.Tran@NRC.GOV

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5.0 LOCATION OF WORK, MEETINGS AND TRAVEL

The Contractor shall primarily perform all services for this task order on-site at NRC. However, if space limitations exist at NRC which prevent the contractor from working on-site, the Contracting Officer Representative may authorize the Contractor to perform requirements at the contractor's facility or other NRC Regional facilities. In those cases where the contractor is working at the contractor's facility, the contractor shall be available within one hour of being contacted by the COR to participate via telephone conference call or attend meetings or to work at NRC in Rockville, Maryland.

Contractor travel costs will be reimbursed under this task order. The contractor may be asked to travel to Region II. The NRC estimates five trips per year, one to two trips per quarter, each trip with duration of two days.

*At the discretion of the NRC COR, meeting may be conducted via telephone or video conference.

6.0 NRC FURNISHED MATERIAL

The COR will furnish available documentation associated with projects as well as access to systems required to perform the work including access to a standard NRC workstation and the Change Control System (IBM Rational).

7.0 LEVEL OF EFFORT

The Government estimates that approximately 2,808 Contractor labor-hours will be required during the Base Period, and subsequently approximately 5,620 Contractor labor-hours will be required during each Option Period.

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.2 CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this task order (ceiling) for the products/services ordered, delivered, and accepted under this contract is **\$ 324,118.72**.

(b) The amount presently obligated with respect to this task order is **\$ 160,000.00**. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this task order. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

A.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within .

A.4 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 ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 .

A.5 PERIOD OF PERFORMANCE (AUG 2011)

This contract shall commence on July 1, 2012 and will expire on February 28, 2013. Option Year One (1): March 1, 2013 through February 28, 2014. Option Year Two (2) March 1, 2014 through February 28, 2015.

A.6 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. 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.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

A.8 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/ grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for

review and approval. The contractor/ grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OOU-Allegation Information or OOU-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

A.9 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.10 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.11 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.