

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 10

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

BPA NO. NRC-DR-33-10-365

1. DATE OF ORDER JUN 26 2012	2. CONTRACT NO. (# any) GS35F4704G	6. SHIP TO:	
3. ORDER NO. NRC-T016	MODIFICATION NO.	a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
4. REQUISITION/REFERENCE NO. RPPA#: OIS-12-255 FAIMIS#: 122278		b. STREET ADDRESS OIS/BPIAD ATTN: Tu Tran Mail Stop: O-6-D3M	

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			c. CITY Washington	d. STATE DC	e. ZIP CODE 20555
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7. TO:		f. SHIP VIA	
a. NAME OF CONTRACTOR ADVANCED TECHNOLOGY SYSTEMS INC A T S C		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.	
d. CITY MC LEAN		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.	
e. STATE VA	f. ZIP CODE 221023343		

9. ACCOUNTING AND APPROPRIATION DATA B&R: 2012-10-51J-143 JC: J1273 BOC: 252A APPN: 31X0200.012 DUNS: 037753399 NAICS: 541511 Obligation Amount: \$470,000.00		10. REQUISITIONING OFFICE OIS Office of Chief Information Officer	
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<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	N/A
<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			

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION N/A	b. ACCEPTANCE N/A	N/A	See Attached SOW	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. 16 under Delivery Order No. NRC-DR-33-10-365</p> <p>The Contractor shall provide the U.S. Nuclear Regulatory Commission with PMM and supporting tools services in accordance with the terms and conditions of the GSA Federal Supply Contract No. GS35F4704G; and Delivery Order No. NRC-DR-33-10-365; and within the scope of the statement of work (SOW).</p> <p>Reference is made to Advanced Technology Systems' proposal dated June 15, 2012.</p> <p>See attached pages for details of Task Order No. 16.</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$470,000.00	17(h) TOTAL (Cont. pages) 17(i) GRAND TOTAL
	21. MAIL INVOICE TO:							
	a. NAME Dept. of Interior/National Business Ctr. e-mail address: NRCPayments@nbc.gov						Obligation \$470,000.00	
	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					

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

ADM002

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SECTION A.1 STATEMENT OF WORK

1.0 Background

The NRC has developed an integrated Project Management Methodology (PMM) which is a customization of the IBM Rational Unified Process (RUP). NRC has acquired the IBM Rational Software (RS) as software tools to support the PMM process framework. - The PMM process was approved in June of 2007 as an NRC Management Directive for all new system development projects.

2.0 Objective

The contractor shall provide guidance and assistance with the maintenance and user support of the PMM process and RS environment. The contractor shall provide:

- (1) continuous maintenance of the PMM and IBM Rational client/server software environment;
- (2) responses to user-identified PMM and RS questions and problems;
- (3) maintenance of the PMM website;
- (4) updates of multiple ClearQuest/Team Concert schemas as necessary; and
- (5) testing and deployment of version upgrades of the IBM Rational Software as necessary to all NRC users.

3.0 Technical Qualifications Required

Expertise is required in many areas, including: (1) Rational Unified Process; (2) Rational Enterprise Suite; Rational Professional Bundle (RPB); (3) Rational Jazz technology platform; (4) project management; (5) software development lifecycle (SDLC); and (6) industry software development best practices.

The Contractor's team must hold, at a minimum, the following IBM certifications among them. No single individual is required to have all the certifications but each certification identified below must be held by at least one or more members of the team.

- IBM Rational Unified Process
- IBM Rational Jazz technology platform
- IBM Rational Team Concert
- IBM Rational Quality Manager
- IBM Rational Requirements Composer

Although not required, it is preferred that each certification identified below is held by at least one or more members of the team.

- IBM Rational TestManager

It is preferred that the Tools Specialists on the contractor team acquire knowledge in the following areas to better support the maintenance of the IBM Rational client/server environment:

- Windows 2003 Server security configurations, patching, and policy management
- Windows 2008 Server security configurations, patching, and policy management
- Windows 7 Workstation environment
- Windows SQL Server
- IBM DB2
- IBM WebSphere
- Linux

5.0 Scope of Work

The Contractor shall provide guidance and assistance with the maintenance and continued improvement of the RS software tools and PMM process. The work shall include, but is not limited to, the following tasks:

- Provide expertise on the application of the PMM for Information Technology (IT) projects and initiatives.
- Continuously maintaining the PMM and RS client/server software and web environment.
- Patching/upgrading server software and/or any hardware/software maintenance that disrupts staff use of the Rational products shall take place during non-core working hours. The preferred time for server maintenance is after core hour or on the weekend, but in some situations the server maintenance can take place after 6PM during the week. Overtime will not be paid for non-core hour work. The staff is expected to adjust their core-hours (i.e. if 8 hours are worked on Saturday, the person is expected to reduce their core by 8 hours the next week).
- Providing technical assistance and support with setting up, documenting, and updating the RS environment.
- Maintaining and updating classroom training materials, user guides, and environment configuration documentation for PMM and RS.
- Review and update RS security control and server security hardening configuration.
- Teaching PMM and RS classes, as well as one-on-one user mentoring.
- Creating templates and user guidance documents based on PMM standards.
- Responding to user-identified PMM and RS questions and problems.
- Support user requests that come in to the Rational Support Desk phone and email mailbox weekdays from 7:00AM to 7:00PM.
- The Process Manager will ensure Rational Support Desk coverage begins at 7:00AM and ends at 7:00PM.
- The Process Manager/Project Manager will also ensure there is one (1) person located at the Maintenance, Operations, and Modernization Centralized Environment (MOMCE) facility for Rational Support between the hours of 8:00AM and 5:30PM.
- Support user requests that come in to the PMM Support Desk phone and email mailbox weekdays from 7:00AM to 7:00PM.
- Acknowledgement of user requests through Rational or PMM Support should be made within 24hours of receipt.
- Updating and deploying multiple ClearQuest/Team Concert enterprise schemas with releases following the PMM standards. A ClearQuest/Team Concert schema is the configuration of the database that specifies roles, actions, and workflows as well as the user interface.
- Maintaining a multisite data transfer of all LMIT's ClearCase/Team Concert data to Headquarters on a daily basis.
- Testing and deploying version upgrades of IBM Rational Software to all NRC user workstations and servers.
- Providing expert technical support services for NRC's application developers, business sponsors of IT applications, and the OIS staff pertaining to PMM tools and techniques in Project Management, Software Change and Configuration Management, Requirements Management, Test Management, and Process and Portfolio Management.
- Maintaining the PMM web site with up-to-date information, templates, and standard operation procedures through major and emergency releases.
- Provide support for data entry, update project plans, and Excel spreadsheet analysis.
- Plan and facilitate meetings and workshops.
- Plan and gather requirements for existing and new NRC systems.

- Create and execute a plan to migrate the Rational Server Environment from the Windows 2003 Operating System (OS) to Linux OS or Windows 2008 Server.
- Create and execute a plan to migrate the Rational Client Software from a Windows XP Operating System (OS) Environment to a Windows 7 OS Environment.
- Create and execute a plan to migrate current production Rational Servers from physical to virtualized machines.
- Provide support for NRC staff in fulfilling the requirements for the setup, customization, and maintenance of NRC web applications.

6.0 Deliverables and Schedule

Labor (Tool Specialist Manager and Tool Specialist):

Activity	Personnel	Schedule
Rational Software Client, Server, and PMM support (Phone and Mailbox) for NRC users.	Tool Specialist/Tool Specialist Manger	Weekdays 7:00AM to 7:00PM
Rational Software Client, Server, and PMM support (Phone and Mailbox) for MOMCE users.	Tool Specialist/Tool Specialist Manger	Weekdays 8:00AM to 5:30PM
Provide a morning report on the status of Rational systems availability, a status of nightly Rational scheduled jobs, and a summary of all the support calls/emails regarding user or server issues for the prior business day.	Tool Specialist/Tool Specialist Manger	Daily
Support NRC on Rational Environment maintenance and operations.	Tool Specialist/Tool Specialist Manger	As needed
Patch/upgrade server software and any hardware/software maintenance	Tool Specialist/Tool Specialist Manger	As needed
Training on the RS for NRC users.	Tool Specialist/Tool Specialist Manger	Quarterly
One-on-One RS and PMM Mentoring Sessions.	Tool Specialist/Tool Specialist Manger	As needed
Complete Rational Software Security Control Review and server hardening configuration.	Tool Specialist/Tool Specialist Manger	Annually
Analysis of vulnerabilities found in the NSICD Software Security Plan of Action and Milestones (POAM) report.	Tool Specialist/Tool Specialist Manger	Quarterly
Generate standard and custom reports from data that is held in the Rational Software.	Tool Specialist/Tool Specialist Manger	Quarterly
Support data migration efforts of legacy IT development projects that are moving their artifacts into the RS.	Tool Specialist/Tool Specialist Manger	As needed
Maintaining a multisite data transfer of all LMIT's ClearCase/Team Concert data to Headquarters on a daily basis.	Tool Specialist/Tool Specialist Manger	Daily

Activity	Personnel	Schedule
Create and execute plan to migrate the Rational Server Environment from the Windows 2003 Operating System (OS) to Linux OS.	Tool Specialist/Tool Specialist Manger	Q4 FY 2012
Develop and deploy ClearQuest releases of the enterprise database schemas.	Tool Specialist/Tool Specialist Manger	As needed
Apply critical fixes and patches to the clients and servers as needed.	Tool Specialist/Tool Specialist Manger	As needed
Create Rational Software Installation Guide and Support NRC workstation installers.	Tool Specialist/Tool Specialist Manger	As needed
Plan and implement major version upgrades to the RS (in response to vendor upgrade releases).	Tool Specialist/Tool Specialist Manger	As needed
Support data migration efforts of legacy IT development projects that are moving their artifacts into the RS.	Tool Specialist/Tool Specialist Manger	As needed
Create and produce custom and standard project reports.	Tool Specialist/Tool Specialist Manger	As needed
Maintain and refine any project related templates.	Tool Specialist/Tool Specialist Manger	As needed
Create and execute plan to migrate current production Rational Servers from physical to virtualized machines.	Tool Specialist/Tool Specialist Manger	Q4 FY 2012
Provide support for data entry, update project plans, and Excel spreadsheet analysis.	Tool Specialist/Tool Specialist Manger	As needed

Labor (Process Manager/Project Manager):

Activity	Personnel	Schedule
Training on the PMM for NRC users. Review / Update PMM training material to reflect Jazz platform.	Process Manager / Project Manager	Quarterly / As needed
Support new projects as they prepare PMM artifacts.	Process Manager / Project Manager	As needed
Organize and facilitate any requested meeting relating to PMM and RS, which include the creation of agenda, meeting minutes, and action items.	Process Manager / Project Manager	Monthly
Prepare major releases of the PMM website which include updates to the PMM content, templates, and artifacts.	Process Manager / Project Manager	Quarterly
Prepare minor or emergency releases of the PMM website.	Process Manager / Project Manager	As needed
Support new projects as they prepare Screening Forms and Business Cases Packages as part of	Process Manager / Project Manager	As needed

Activity	Personnel	Schedule
the Capital Planning and Investment Control (CPIC) Process.		
Maintaining the PMM web site with up-to-date information, templates, and standard operation procedures through quarterly major releases.	Process Manager / Project Manager	As needed
Plan and facilitate meetings and workshops.	Process Manager / Project Manager	As needed
Plan and gather requirements for existing and new NRC systems.	Process Manager / Project Manager	As needed

7.0 Meetings and Travel

The contractor shall travel to NRC Headquarters and MOMCE facility in Rockville, Maryland, to work onsite to perform the above work which requires a physical presence at the NRC. Travel to and from the NRC Headquarters and MOMCE in Rockville by Contractor personnel in the performance of this contract shall not be reimbursed. Any approved travel to NRC facilities outside the Washington DC metro area for the performance of this Contract will be reimbursed for actual expenses incurred per Federal Travel regulations not to exceed \$5,000.

The Contracting Officer Representative (COR) shall approve all travel associated with this Statement of Work in advance. There will be no foreign travel associated with this work.

8.0 NRC Furnished Materials

For Contractor personnel performing work at the NRC headquarters site, the NRC will provide up to 3 basic workstations and administrative software necessary for the contractor to work effectively in NRC's network environment, which includes the IBM Rational Software.

9.0 Technical Direction

Tu Tran is designated as the NRC Contracting Officer Representative (COR) and John Thomas is the alternate. Both are responsible for providing technical guidance to the Contractor. All work products must be reviewed and approved by the NRC COR or her alternate 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 COR and her alternate are 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.

A.2 PRICE SCHEDULE

CLIN 0001	Base Year	Hours	Rate	Fixed Price
Tool Specialist Manager (Key Personnel)				
Tool Specialist				
Process Manager (Key Personnel)				
Project Manager				
Total				\$632,157.00

CLIN 1001	Option Year 1	Hours	Rate	Fixed Price
	Tool Specialist Manager (Key Personnel)			
	Tool Specialist			
	Process Manager (Key Personnel)			
	Project Manager			
	Total			\$1,043,577.60

CLIN 1001	Option Year 2	Hours	Rate	Fixed Price
	Tool Specialist Manager (Key Personnel)			
	Tool Specialist			
	Process Manager (Key Personnel)			
	Project Manager			
	Total			\$1,079,902.40

Total Price \$2,755,637.00

SECTION B - GENERAL TERMS

B.1 FSS-BPA TERMS AND CONDITIONS

This order is subject to the terms referenced in BPA NRC-DR-33-10-365 and the General Services Administration (GSA) Federal Supply Schedule Contract # GS35F4704G.

B.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 **\$ 632,157.00**.

(b) The amount presently obligated with respect to this task order is **\$ 470,000.00**. 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.

B.3 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

B.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This order shall commence on July 16, 2012 and will expire on February 28, 2013.

B.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.

B.6 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 30 days.

B.7 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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 .

B.8 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.