

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

2. CONTRACT NO. NRC-HQ-12-C-33-0123	3. AWARD/EFFECTIVE DATE 07-31-2013	4. ORDER NO. NRC-HQ-13-T-03-0001	5. SOLICITATION NUMBER
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	6. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Dominique C. Malone Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541519 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) Y SIZE STANDARD: \$25.5 Million
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS N/A	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555
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17a. CONTRACTOR/OFFEROR CODE SOLUTION TECHNOLOGY SYSTEMS INC STSI 1600 WILSON BLVD STE 800 ARLINGTON VA 222092510 TELEPHONE NO. _____ DUNS: 927755033 DUNS+4: _____	18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments_NBCDenver@NBC.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 PHONE: _____ FAX: _____
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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. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Maintenance, Operation, and Modernization Support of NRC Application Systems and Environment Functional Area 3. Task Order Title: Requirements and Design for the Reactor Program System Replacement. Contractor Representative: Bill Callery Email: bcallery@stsiinc.com Phone: 703-522-2696 x222 Task Order Contracting Officer Representative: Gayathri.Sastry@nrc.gov, Gayathri.Sastry@nrc.gov 301-415-8344 Period of Performance: August 5, 2013 - October 21, 2014 (Use Reverse and/or Attach Additional Sheets as Necessary)				
				SUBTOTAL	

25. ACCOUNTING AND APPROPRIATION DATA Ob:\$537,000, FAIMIS:123708 B&R:2013-20-11-5-156, JC:J4793 Approp:31X0200.320, JC:J4793, BOC:2574 & Ob:\$105,000 FAIMIS:133050, B&R:2013-X0200-20-11-5-156, App:31x0200.320	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$642,000
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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.	27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
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. _____ 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 <i>William T. Callery Jr.</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Dominique C. Malone</i>
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) William T. Callery Jr. PRES	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DOMINIQUE C. MALONE
30c. DATE SIGNED 8-6-13	31c. DATE SIGNED 8-6-2013

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

AUG 26 2013

ANMO02

TASK ORDER TERMS AND CONDITIONS

A.1 CONTRACT TYPE AND PRICING SCHEDULE

- (a) The contract type for this task order is firm-fixed-price (FFP).
- (b) The firm fixed price currently obligated to this contract is \$642,000.

CLIN	Service / Deliverable	Unit	Firm Fixed Price	Optional CLIN	Amount Obligated	Incentive Amount Obligated
0001	OLTS Inception (PWS 1.5.1)	LOT	\$ 117,994.72	No	\$117,994.72	
0002	OLTS Elaboration (PWS 1.5.2)	LOT	\$ 235,989.44	No	\$235,989.44	
0003	OLTS Pilot (PWS 1.5.3)	LOT	\$ 471,978.90	Yes	\$275,626.40	
0004	Core Inception (PWS 1.5.4)	LOT	\$ 117,994.72	Yes	\$0.00	\$0.00
0005	Core Elaboration (PWS 1.5.5)	LOT	\$ 235,989.44	Yes	\$0.00	\$0.00
0006	Oversight Inception (PWS 1.5.6)	LOT	\$ 117,994.72	Yes	\$0.00	\$0.00
0007	Oversight Elaboration (PWS 1.5.7)	LOT	\$ 235,989.44	Yes	\$0.00	\$0.00
0008	Other Inception (PWS 1.5.8)	LOT	\$ 117,994.72	Yes	\$0.00	\$0.00
0009	Other Elaboration (PWS 1.5.9)	LOT	\$ 235,989.44	Yes	\$0.00	\$0.00
0010	Finalization (PWS 1.5.10)	LOT	\$ 471,978.90	Yes	\$0.00	\$0.00
			\$ 2,359,894.44			

A.2 INCENTIVES AND DISINCENTIVES

See the Performance Requirements Summary for the incentives and disincentives requirements for this task order. The following is the incentive and disincentive amounts for each CLIN.

CLIN	Service / Deliverable	Incentive () or Disincentive (-)
0001	OLTS Inception (PWS 1.5.1)	
0002	OLTS Elaboration (PWS 1.5.2)	
0003	OLTS Pilot (PWS 1.5.3)	
0004	Core Inception (PWS 1.5.4)	
0005	Core Elaboration (PWS 1.5.5)	
0006	Oversight Inception (PWS 1.5.6)	
0007	Oversight Elaboration (PWS 1.5.7)	
0008	Other Inception (PWS 1.5.8)	
0009	Other Elaboration (PWS 1.5.9)	
0010	Finalization (PWS 1.5.10)	

A.3 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM. (MAR 1989)

The Government may require the delivery of the contract line items **0002- 0010**, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of the task order. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree. (End of clause)

A.4 DELIVERABLES

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
OLTS Inception (1.5.1) task deliverables specified in 1.6.2*	Once, at OLTS Inception (1.5.1) milestone	N/A (Electronic)	Rational Jazz Repository	COR
OLTS Elaboration (1.5.2) task deliverables specified in 1.6.2*	Once, at OLTS Elaboration (1.5.2) milestone	N/A (Electronic)	Rational Jazz Repository	COR
OLTS Pilot (1.5.3) task deliverables specified in 1.6.2*	Once, at OLTS Pilot (1.5.3) milestone	N/A (Electronic)	Rational Jazz Repository	COR
Core Inception (1.5.4) task deliverables specified in 1.6.2*	Once, at Core Inception (1.5.4) milestone	N/A (Electronic)	Rational Jazz Repository	COR
Core Elaboration (1.5.5) task deliverables specified in 1.6.2*	Once, at Core Elaboration (1.5.5) milestone	N/A (Electronic)	Rational Jazz Repository	COR
Oversight Inception (1.5.6) task deliverables specified in 1.6.2*	Once, at Oversight Inception (1.5.6) milestone	N/A (Electronic)	Rational Jazz Repository	COR
Oversight Elaboration (1.5.7) task deliverables specified in 1.6.2*	Once, at Oversight Elaboration (1.5.7) milestone	N/A (Electronic)	Rational Jazz Repository	COR
Other Inception (1.5.8) task deliverables specified in 1.6.2*	Once, at Other Inception (1.5.8) milestone	N/A (Electronic)	Rational Jazz Repository	COR
Other Elaboration (1.5.9) task deliverables specified in 1.6.2*	Once, at Other Elaboration (1.5.9) milestone	N/A (Electronic)	Rational Jazz Repository	COR
Finalization (1.5.10) task deliverables specified in 1.6.2*	Once, at Finalization (1.5.10) milestone	N/A (Electronic)	Rational Jazz Repository	COR

A.5 BRANDING (AUG 2012)

The Contractor is required to include 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 Nuclear Reactor Regulation, under Contract/order number NRC-HQ-12-C-33-0123 NRC-HQ-13-T-03-0001.

A.6 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This order shall commence on August 5, 2013 and will expire on October 21, 2014.

A.7 ELECTRONIC PAYMENT (JUN 2013)

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@nrc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
Mailstop O3-E17A
11555 Rockville Pike
Rockville, MD 20852-2738

A.8 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.9 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, OUO-Allegation Information or OUO-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.10 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.11 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.12 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.

SECTION B – Attachments

- 1) Performance Work Statement.