

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1. DATE OF ORDER 02-25-2002	2. CONTRACT NO. (If any) GS-35F-0079J	6. SHIP TO:
3. ORDER NO. NRC-33-01-191-003	MODIFICATION NO. 4. REQUISITION/REFERENCE NO. CI0-01-179-011	a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission

5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 IT Acquisition Management Branch Washington DC 20555	b. STREET ADDRESS ATTN: Louis Grosman Mail Stop: T-6F15
	c. CITY d. STATE e. ZIP CODE Washington DC 20555

7. TO:	f. SHIP VIA
a. NAME OF CONTRACTOR Allied Technology	8. TYPE OF ORDER

b. COMPANY NAME ATTN: William P. Conner 1803 Research Boulevard	a. PURCHASE ORDER	<input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER
c. STREET ADDRESS Suite 601	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 Rockville	e. STATE MD	f. ZIP CODE 20850

Except for billing instructions on the reverse, this delivery/task 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.

9. ACCOUNTING AND APPROPRIATION DATA 31X0200.210 JCN: J1100 B&R: 21015521328 BOC: 252A OBLIGATE: \$233,336	10. REQUISITIONING OFFICE cio OCIO/PRMD
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input checked="" type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED

12. F.O.B. POINT Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE See Below	16. DISCOUNT TERMS N/A
13. PLACE OF		FOR INFORMATION CALL: (No collect calls)	

a. INSPECTION	b. ACCEPTANCE
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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)
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The U.S. Nuclear Regulatory Commission (NRC) hereby accepts Allied Technology's proposal dated February 15, 2002, to provided services in accordance with the statement of Work and Schedule of Deliverable/Prices Attachment 1 and 2.

The Project Officer is Louis Grosman (301)415-5826.

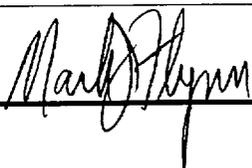
The Government shall pay the Contractor, upon the submission of a proper invoice, the prices stipulated in the schedule of payments upon delivery and acceptance of the items stated in the schedule. Incentives shall be invoiced separately from the unit price, once the incentive criteria have been met and the Contracting Officer authorized payment of the incentive.

The total fixed price incentive of this delivery order is \$233,336 of which \$212,123.64 is for the fixed price effort and \$21,212.36 represents the incentive fee which may be granted in accordance with the instructions in the Statement of Work.

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$233,336.00 SUBTOTAL
21. MAIL INVOICE TO:			17(h) TOTAL (Cont. pages)
a. NAME U.S. Nuclear Regulatory Commission Division of Contracts & Property Mgmt.			
b. STREET ADDRESS (or P.O. Box) ATTN: Mail Stop T-7-I2			17(i). GRAND TOTAL
c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	\$233,336.00

SEE BILLING INSTRUCTIONS ON REVERSE

22. UNITED STATES OF AMERICA
BY (Signature)



23. NAME (Typed)
Mark J. Flynn
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.1 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.2 ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment 3. The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

A.3 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Statement Of Work
For the
Elimination of Identified Information Technology Security Weaknesses

1. Background

The Nuclear Regulatory Commission (NRC) has in place Information Technology (IT) security plans for certain IT systems as required by the Government Information Security Reform Act (GISRA). As required by GISRA, an assessment of IT security was performed. The assessment and internal Inspector General audits identified weaknesses/deficiencies related to programmatic security issues. Improved IT security and correction of the issues identified, such that those issues are not identified on the next assessment, is the intended outcome of the work to be performed under this order.

2. Objective and Scope

The NRC intends to lessen its vulnerability to cyberterrorism, improve its performance in the next GISRA assessment (scheduled to begin in mid May), and improve its grade for IT security from the Subcommittee on Government Efficiency. The contractor shall review the documentation listed in Exhibit 1, List of Information Security Assessment Communications and other pertinent NRC and Government security documents and requirements to gain insight on how to eliminate the NRC IT security weaknesses/deficiencies. Within the time frames proposed and utilizing the methodology identified in Attachment 1, Technical Plan, the contractor shall deliver the products and/or documentation specified therein.

3. Deliverables

The contractor's technical proposal shall be incorporated as Attachment 1, Technical Plan to this document (to be included as part of the award document). This Attachment 1 shall identify, for each individual weaknesses/deficiencies listed in Attachment 2, NRC Information Technology Security Weaknesses/Deficiencies, and the specific deliverable that will correct the weaknesses/deficiencies.

4. Place of Reports Delivery

The items to be furnished hereunder shall be delivered to the individual reflected below, with all charges paid by the Contractor and shall be provided by the established delivery date:

Name: Louis Grosman, Project Officer (3 copies)
Address: OCIO/ADD/CSS MS-T7-F5
Washington, DC 20555

5. Consideration and Obligations - Fixed Price Incentive

The total amount of this delivery order is \$233,336 of which \$212,123.64 is for the fixed price effort and \$21,212.36 is for the incentive fee which may be paid in accordance with the instructions in Item 6 below, entitled "Incentive Awards."

6. Incentive Awards

The contractor may earn all, or a portion, of the \$21,212.36 incentive pool. This amount is divided among multiple tasks/deliverables which are reflected in Attachment 2, Tables 1 and 2.

Incentives shall be invoiced separately once the incentive criteria have been met and the Contracting Officer provides written authorization for payment.

Basis for Granting Incentives:

Incentives will only be granted if the schedule and the conditions specified below are met.

1. The contractor shall receive the incentive amount for item RA1.1.0. of Attachment 2, Table 1, if NRC receives an unconditional approval from OMB on NRC's Security Program as a result of the FY 2002 assessment.
2. The performance incentive will be granted for the remaining CLIN items in Attachment 2 Table 1 for each item that does not appear as a weakness/deficiencies in the next NRC Security Assessment scheduled to begin July 1, 2002. This includes the amounts associated with the following CLINS: RA1.2.1, RA2.1.1, RA2.2.1, RA2.5.1, RA3.1.1, RA4.1.1, RA5.1.1, OCIO-1, and OCIO-2.
3. The performance incentive will be granted for each of the CLIN Items in Attachment 2 Table 2 if the NRC implements the proposed changes in policy or procedures. This includes the amounts associated with the following CLINS: IG-4, and IG-9.

7. Period Of Performance

The period of performance for this delivery order is from February 25, 2002 through September 30, 2002.

8. Place of Performance

Work will primarily be conducted at the contractor's site. As needed, contractor personnel will have temporary space available within the NRC Headquarters complex for meetings and short-term work efforts. This will include a meeting room and table space, telephone, FAX, and normal amenities.

9. Travel

Local travel from the Contractor office to NRC HQ in Rockville, MD is anticipated and shall be conducted in accordance with the NRC SOW. No travel outside the Metropolitan Washington, D.C. area shall be conducted.

10. Project Officer Authority

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

Name: Louis Grosman

(1) Monitor the contractor's 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 product/services provided under the contract and make recommendations for approval, disapproval or suspension.

(4) The project officer may not make changes to the express terms and conditions of this contract.

11. Government-Furnished Materials

The NRC Technical Project Officer will furnish to the contractor all necessary standards documents and guidance materials required for compliance with the conditions outlined in this Statement of Work. (See Exhibit I)

12. Security

(a) Security/Classification Requirements Form. The attached NRC Form 187 (Attachment 1) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of thirty [30] or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any

person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the delivery order and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the delivery order continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations:

1. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.
2. The contractor agrees to conform to all security regulations and requirements of the Commission including but not limited to an auditable drug-testing program for all contracted personnel.

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Security Clearance Personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing the delivery order work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

SITE ACCESS BADGE REQUIREMENTS

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that a badge is issued after favorable adjudication from the Personnel Security Branch (PERSEC), Division of Facilities and Security (DFS). In this regard, all contractor personnel whose duties under this delivery order require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel.

It is the sole responsibility of the contractor to ensure that each employee has a proper Government-issued identification/badge at all times. All prescribed identification must be immediately (no later than three days) delivered to PERSEC/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of delivery order work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office

shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract.

CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL I

Performance under this delivery order will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by PERSEC/DFS first for temporary access (based on a favorable adjudication of their security forms and checks) and final access (based on a favorably adjudicated LBI) in accordance with the procedures found in NRC Management Directive 12.3, Part I. The individual will be subject to a reinvestigation every 10 years. **Timely receipt of properly completed security applications is a delivery order requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection.** In that event, the Government may select another firm for award.

The contractor shall submit a completed security forms packet, including the SF-86, Questionnaire for National Security Positions, and fingerprint charts, through the Project Officer to PERSEC/ DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in NRC Management Directive 12.3 which is incorporated into this delivery order by reference as though fully set forth herein. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of NRC Management Directive 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in NRC Management Directive 12.3 Exhibit 1 and E.O. 12968. In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data;

access on a continuing basis (in excess of thirty [30] days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will contact the PERSEC/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation to the PERSEC/DFS. Additionally, PERSEC/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC Personnel Security Program.

13. 52.242-15 STOP WORK ORDER

(a) The Contracting Officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this delivery order for a period of ninety (90) days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this delivery order.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or delivery order price, or both, and the delivery order shall be modified, in writing, accordingly, if- (1) The stop-work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this delivery order; and (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this delivery order.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.