

ORDER FOR SUPPLIES OR SERVICES


PAGE OF PAGES

1 5

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

1. DATE OF ORDER 06-20-2002		2. CONTRACT NO. (If any) GS-35F-0079J		6. SHIP TO:	
3. ORDER NO. NRC-33-01-191-004		MODIFICATION NO. C10-01-179-015		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Office of the Chief Information Officer	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div of Contracts and Property Mgmt Contract Management Branch 2 Mail Stop T-7-12 Washington, DC 20555				b. STREET ADDRESS ATTN: Daniel Galik Mail Stop T-6-F15	
				c. CITY Washington	d. STATE DC
				e. ZIP CODE 20555	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR Allied Technology Group Incorporated				8. TYPE OF ORDER	
b. COMPANY NAME ATTN: William P. Connor				<input type="checkbox"/> a. PURCHASE ORDER	
c. STREET ADDRESS 1803 Research Boulevard, Suite 601				<input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER	
d. CITY Rockville				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.	
e. STATE MD				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.	
f. ZIP CODE 20850					
9. ACCOUNTING AND APPROPRIATION DATA 210-15-521-324 J1100 252A 31X0200.110 OBLIGATE: \$15,950.24				10. REQUISITIONING OFFICE Office of the Chief Information Officer	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input 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 6/20/2002-11/31/2002	
				16. DISCOUNT TERMS Net 30 days.	
FOR INFORMATION CALL: (No collect calls)					
13. PLACE OF		Brenda J. DuBose Office: (301) 415-6578			
a. INSPECTION		b. ACCEPTANCE			
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>The U.S. Nuclear Regulatory Commission (NRC) hereby accepts Allied Technology's proposal dated June 7, 2002, which is hereby incorporated by reference and made a part hereof this order, to provide the NRC with support for its Government Information Security Reform Act (GISRA)-Office of Management and Budget (OMB) Reporting Requirements for FY2002, which shall be performed in accordance with the attached Statement of Work and at the fixed hourly rates established in the Schedule of Costs.</p> <p>NRC Project Officer: Daniel Galik - (301) 415-6595.</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$15,950.24		SUBTOTAL	
21. MAIL INVOICE TO:									
a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4									
b. STREET ADDRESS (or P.O. Box) Attn: NRC-33-01-191-004 (SUBMIT INVOICE IN TRIPLICATE COPY.)									
c. CITY Washington									
d. STATE DC									
e. ZIP CODE 20555									
22. UNITED STATES OF AMERICA BY (Signature) 									
23. NAME (Typed) Sharon D. Stewart Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER									
SEE BILLING INSTRUCTIONS ON REVERSE		17(h) TOTAL (Cont. pages)							
		17(i). GRAND TOTAL							

OPTIONAL FORM 347 (6/95)

TEMPLATE-ADM 001

ADM 02

RECEIVING REPORT

SHIPMENT NUMBER		PARTIAL	DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
		FINAL			
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

[illegible]

TASK ORDER TERMS AND CONDITIONS

 NOT SPECIFIED IN THE CONTRACT

A.1 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20**A.2 OTHER APPLICABLE CLAUSES**

☐ See Addendum for the following in full text (if checked)

☐ 52.216-18, Ordering

☐ 52.216-19, Order Limitations

☐ 52.216-22, Indefinite Quantity

☐ 52.217-6, Option for Increased Quantity

☐ 52.217-7, Option for Increased Quantity Separately Priced Line Item

☐ 52.217-8, Option to Extend Services

☐ 52.217-9, Option to Extend the Term of the Contract

A.3 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.4 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.

ATTACHMENTS

1. Statement of Work with Attachments
2. NRC Form 3881 - ACH Vendor/Miscellaneous Payment Enrollment Form
3. Billing Instructions for Labor Hour Contracts

STATEMENT OF WORK
NUCLEAR REGULATORY COMMISSION (NRC)
OFFICE OF THE CHIEF INFORMATION OFFICER (OCIO)
For
FY 2002
Government Information Security Reform Act
OMB Reporting Requirements Support
June 20, 2002

1.0 INTRODUCTION

Background

On October 30, 2000, the President signed into law the FY 2001 Defense Authorization Act (P.L. 106-398) including Title X, subtitle G, "Government Information Security Reform." It amends the Paperwork Reduction Act (PRA) of 1995 by enacting a new subchapter on "Information Security." The Act primarily addresses the program management and evaluation aspects of security. It covers unclassified and national security systems and creates the same management framework for each. At the policy level, the two types of systems remain separate. The Act became effective on November 29th and sunsets in two years.

Office of Management and Budget (OMB), "Draft FY02 Security Guidance on Reporting Security Reviews and Developing Security Corrective Action Plans (Attachment 1)," provides guidance to agencies and Inspectors General on: 1) reporting the results of annual security reviews and evaluations required by the Government Information Security Reform Act (Security Act) to OMB; 2) developing, implementing, and submitting security plans of action and milestones (POA&Ms); and 3) quarterly reporting to OMB on agencies' progress in closing security performance gaps.

This draft guidance will replace both M-01-24, "Reporting Instructions for the Government Information Security Reform Act" issued in June 2001 and M-02-01, "Guidance for Preparing and Submitting Security Plans of Action and Milestones" issued in October 2001 and combines them. For reporting under the Security Act, OMB added at agencies' requests, high level management performance measures for a number of the questions. These are performance measures to determine if agency officials are meeting their security responsibilities. They are not the technical security metrics NIST is currently developing. For both the reporting instructions and POA&Ms, OMB also added Q&As clarifying instructions to improve upon last year's guidance as a result of lessons learned and agency comments.

OMB draft guidance requires agencies to use 1) the NIST Special Publication, "Self-Assessment Guide for Information Technology Systems," to determine the current status of their information technology security program, and 2) to use OMB issued instructions to report the results of the program reviews and independent evaluations in an executive summary format.

NRC Reporting Instructions

The NRC is required to transmit to the OMB Director an annual security review that includes: 1) an executive summary prepared independently by the Chief Information Officer (CIO) and the NRC Inspector General (IG) that reports the results of annual security reviews of systems and programs, 2) agency progress on correcting weaknesses reflected in their plans of action and milestones (POA&Ms) or corrective action plans, and 3) the results of the IGs' independent evaluations. Additionally, the agency head shall send copies of the complete IG independent evaluations.

Contract Objective

The contractor shall provide experienced staff to support NRC's effort to comply with the OMB reporting requirements of the GISRA. The contractor shall not perform any subjective analysis under this requirement, rather the work will involve the collection of data relating to the current status of NRC's computer security environment for the applicable major systems.

2.0 SCOPE OF WORK

Resources to be considered include NRC identified major applications (fourteen systems) and two general support systems (Refer to Attachment 2). Major tasks associated with this Statement of Work include:

- Develop a Project Management Plan.
- Using the OMB reporting guidance, performing the NRC's GISRA review to include collecting data and reporting findings.
- Using the OMB reporting guidance, creating the NRC's GISRA report to OMB.
- Reviewing and analyzing IG GISRA assessment reports.
- Using OMB Guidance, developing corrective action plans for the NRC systems covered by GISRA.
- Using the NIST assessment documents, statistically summarize the collected data to provide a measure of the overall performance of and compliance with the NRC IT security program.
- Briefings to NRC management on the Final GISRA Report and the Corrective Action Plan.
- Attending scheduled briefings on the IG GISRA reports and interacting with the IG contractor for clarification purposes.
- Incorporating IG comments and recommendations into an integrated NRC Corrective Action Plan.
- Briefings to NRC management on the Corrective Action Plan.

3.0 TASKS.

The contractor shall complete the following specific requirements:

3.1 Project Management Plan

The contractor shall develop a detailed plan specifying at a minimum, the milestones, start/end dates for each activity and their dependencies, deliverables, resources required, and those assigned to fulfill the NRC's GISRA requirements. The schedule must consider that the second annual evaluation is due to OMB on September 16, 2002, and therefore all work must be completed by August 1, 2002 in order to be reviewed by the NRC. In addition, the NRC corrective action plans will be due to OMB by October 1, 2002.

3.2 GISRA Assessment

To complete this task, using the OMB reporting requirements, the contractor shall conduct a GISRA statistical summary of pertinent existing NRC systems (Attachment 2), including the completed NIST Self-Assessment Guide forms. The Contractor shall also interview NRC program office officials and staff, project management, budget and financial personnel, security, and programming/development personnel familiar with the LAN and major applications. Telephone interviews shall be acceptable for those individuals located at NRC Regional offices.

A list of documentation to be reviewed and personnel to be interviewed will be provided to the contractor by the NRC Program Officer after task award. The contractor shall, in turn, provide NRC a list of any additional existing NRC documents that may be of assistance in completing this task.

3.3 GISRA Report

The contractor shall develop a draft and final NRC GISRA report for the information systems and general support systems reviewed. The GISRA report shall be developed in accordance with OMB draft guidance and/or any additional reporting guidance provided by OMB to the NRC (Attachment 1). The resulting report shall be suitable for Government Official certification of GISRA compliance for the NRC and delivered in final form 5 days after NRC review.

3.4 GISRA Corrective Action Plan

Analysis

The contractor shall provide experienced staff to attend any IG GISRA report briefings and to review and analyze the results of the IG GISRA assessment reports and incorporate their comments and recommendations into the NRC Corrective Active Plan.

The contractor shall develop a draft and final NRC GISRA Corrective Action Plan based upon the findings of the CIO GISRA Assessment and a review and analysis of the NRC IG assessment reports. The GISRA Corrective Action Plan shall be developed in accordance with OMB draft guidance and/or any additional guidance provided by OMB to the NRC. The resulting plan shall be suitable for Government Official certification of GISRA compliance for the NRC and delivered in final form 5 days after NRC review. The NRC must forward the corrective action plans to OMB prior to October 1, 2002.

3.5 Briefings

The contractor shall prepare and present, as required, management level briefings on the results of the efforts undertaken, including summarizing the activities, issues, recommended corrective action for all systems, and deliverables addressed.

4.0 SCHEDULE FOR DELIVERABLES

The contractor shall provide the NRC GISRA Project Officer with a project management plan that includes a detailed staffing plan and schedule showing how the contractor's resources will be expended to meet the project requirements. Each deliverable shall first be submitted in draft for NRC review. NRC will have 5 working days to review each draft deliverable and respond with comments or approval. Upon approval by NRC of the original draft or the corrected draft, the deliverable shall be delivered in final form to the GISRA Project Officer Manager and NRC Contracting Officer. For each deliverable (draft or final), the Contractor shall provide one (1) hard copy and one (1) electronic version of the deliverable to the NRC Project Officer and one (1) hard copy to the NRC Contracting Officer, unless otherwise indicated. All deliverables shall be formatted and prepared using Corel WordPerfect software products. If the Contractor utilizes other software for the preparation of these plans and reports, the Contractor shall bear the responsibility for converting the documents to Corel WordPerfect readable products.

All written deliverables shall be phrased in language that can be understood by the non-technical layperson. Statistical and other technical terms used in the deliverable shall be defined in a glossary.

4.1 Kick-Off Meeting

Kick-Off meetings will be held to introduce the NRC Project Manager or Task Manager for each of the tasks.

4.2 Monthly Progress Reports

The contractor shall provide the GISRA Project Officer and NRC Contracting Officer with a written Monthly Progress Report. The report shall be due to the NRC by the last workday at the end of each calendar month throughout the duration of this effort.

Progress reports shall cover all work completed during the preceding month and shall present the work to be accomplished during the subsequent month. This report shall also identify any problems encountered or still outstanding with an explanation of the cause and recommended corrective action. In addition, the Progress Report shall contain information reflecting the funds expended during the reporting period and the percentage of funds remaining under the effort.

4.3 Table of Deliverables and Schedule of Delivery

Deliverables and due dates are summarized in the table below. Deliverable due dates are based on workdays.

Item No.	Deliverable Description	Deliverable Due Date
1	Kick-Off Meeting	5 workdays after award or earlier
2	Monthly Progress Reports	Monthly
3	Deliver Project Management Plan (Ref: Task 3.1)	At award
4	Deliver Draft GISRA Assessment Methodology & Plan (Ref: Task 3.2)	10 days after award or earlier
5	Deliver Final GISRA Assessment Methodology & Plan (Ref: Task 3.2)	10 days after approval or earlier
6	Deliver Draft GISRA Report (Ref: Task 3.3)	July 23, 2001
7	Deliver Final GISRA Report (Ref: Task 3.3)	August 6, 2001
8	Deliver Briefing to NRC Management (Ref: Task 3.5)	August 1, 2001
9	Initiate review and analysis of IG GISRA Assessments Materials (Ref: Task 3.4)	Begin September 10, 2002 or earlier
10	Deliver Draft GISRA Corrective Action Plan (Ref: Task 3.4)	September 16, 2002, or earlier
11	Deliver Final GISRA Corrective Action Plan (Ref: Task 3.4)	September 23, 2002, or earlier
12	Deliver Briefing to NRC Management (Ref: Task 3.5)	October 2002

Instructions for Deliverables

Deliverables shall be delivered on the dates specified under Section 4.0 - Schedule for Deliverables and be consistent with the Statement of Work. Each deliverable shall first be submitted in a draft for agency review. If the agency makes extensive changes to the first draft, the contractor shall submit a corrected draft for agency review with five (5) working days of receipt of the document from the Project Officer. The agency shall have 5 working days to review draft deliverables upon receipt of deliverable to the agency. If the fifth working day is on

a Government observed holiday or weekend, the contractor shall provide the document on the next business day. Upon approval by the NRC Project Officer of the corrected draft, the deliverable shall be submitted in final form.

If for any reason a deliverable cannot be submitted to the agency within the scheduled time frame, the contractor shall notify the NRC Contracting Officer and Project Officer, in writing or via e-mail (Refer to Section 12 - Place of Delivery - Reports for e-mail addresses), indicating the cause of delay and the proposed revised schedule. This notice shall include the impact on the scope of work, schedule, or cost of the overall project. Any revisions to the effort will be done so by issuance of a modification to the effort by the NRC Contracting Officer.

The format for the deliverables is not specified except that it shall be consistent throughout the suite.

5.0 PERIOD OF PERFORMANCE

The period of performance for this effort is from June 20, 2002 through November 31, 2002.

6.0 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND INFORMATION

The agency shall provide office space, equipment and local telephone service for any on-site contractor personnel, as appropriate.

The following documents are provided as part of the SOW:

- NRC Management Directive 12.5, "NRC Automated Information Systems Security Program" (Attachment 3) Note: This document is available on CD upon request.
- NIST Special Publication, "Self -Assessment Guide for Information Technology Systems" (Attachment 4)
- FY 2001 Defense Authorization Act (P.L. 106-398) Title X, subtitle G, "Government Information Security Reform." (Attachment 5)
- OMB Draft FY02 Security Guidance on Reporting Security Reviews and Developing Security Corrective Action Plans (Attachment 1)

7.0 SECURITY

(a) Security/Classification Requirements Form. The attached NRC Form 187 (Attachment 6) 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 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. 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 and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

(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, Division of Facilities and Security (PERSEC/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 (MD) 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 Personnel Security Branch, Division of Facilities and Security (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 MD 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 MD 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 MD 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 MD 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 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL II

Performance under this delivery order will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems and data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this delivery order as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

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 review of their security forms and checks) and final access (based on a favorably adjudicated ANACI) in accordance with the procedures found in MD 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 (enclosed), including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC 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 MD 12.3. 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 MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (Attachment 6) 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 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.

8.0 TRAVEL

The Contractor shall complete the work associated with this effort at its own facility although some of the work may be performed at NRC Headquarters located at 11555 Rockville Pike, Rockville, Maryland. Travel to other locations will not be required.

Efforts should be made to take advantage of conference call and video conferencing capabilities where appropriate.

9.0 PROJECT OFFICER AUTHORITY

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

Name: Daniel Gaslik
Telephone: (301) 415-6595

(b) Performance of the work under this order is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the order, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the order.

(c) Technical direction must be within the general statement of work stated in the order. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the order.

(2) Constitutes a change as defined in the "Changes" clause of the blanket purchase agreement.

(3) In any way causes an increase or decrease in the total estimated order cost, the fixed fee, if any, or the time required for order performance.

(4) Changes any of the expressed terms, conditions, or specifications of the order.

(5) Terminates the order, settles any claim or dispute arising under the order, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the order accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the order.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the order action to be taken with respect thereto is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this order.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

10. CONSIDERATION AND OBLIGATION

The amount currently obligated under this order is \$15,950.24. The total estimated ceiling for this time and materials order is \$15,950.24. The level of hours are estimated which may be increased by the Contracting Officer by written modification to this order.

11. 52.232-1 - PAYMENT (APRIL 1984)

The Government will pay the contractor upon submission of a proper invoice/voucher, the price/cost stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this order. Unless otherwise specified in this order, payment will be made on partial deliveries accepted by the Government if:

- (a) The amount due on the deliveries warrants it; or
- (b) The contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total order price.

12. PLACE OF DELIVERY - REPORTS

The items to be furnished hereunder (refer to Section 4.0) shall be delivered to the individuals reflected below, with all charges paid by the contractor and shall be provided by the established delivery date:

- (a) Name: Daniel Galik, Project Officer

Address: U.S. Nuclear Regulatory Commission
Office of the Chief Information Officer
Planning and Resource Management Division
Mail Stop T-6-F15
Washington, D.C. 20555
- (b) Name: Sharon D. Stewart
c/o Brenda J. DuBose

E-Mail: dxg3@nrc.gov

Address: U.S. Nuclear Regulatory Commission
IT Acquisition Management Branch
Division of Contracts and Property Management
Mail Stop T-7-I9
Washington, D.C. 20555

E-Mail: bjd2@nrc.gov

13. FAR Clause 52.2 52.243-3 Changes-Time-and-Materials or Labor-Hours

Changes-Time-and-Materials or Labor-Hours (Sept 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (3) Place of performance of the services.
 - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
 - (5) Method of shipment or packing of supplies.
 - (6) Place of delivery.
 - (7) Amount of Government-furnished property.
- (b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

ATTACHMENTS

1. OBM Draft FY2002 Security Guidance on Reporting Security Reviews and Developing Security Corrective Plans
2. NRC Identified Major Applications and General Support Systems
3. MD 12.5 - "NRC Automated Information Systems Security Program"
4. NIST Special Publication, Self-Assessment Guide for Information Technology Systems
5. FY2001 Defense Authorization Act
6. NRC Form 187
7. Matrix - Schedule of Costs