

# ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 06-20-2003		2. CONTRACT NO. (if any) GS-35F-0079J		6. SHIP TO:	
3. ORDER NO. NRC-33-01-191, DO 7		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. CIO03327 - 4/11/2003	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Center 1 - Team Mail Stop: T-7-I2 Washington, DC 20555			a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Office of the Chief Information Officer		
			b. STREET ADDRESS ATTN: Louis Grosman Mail Stop: T-6-F15		
			c. CITY Washington		e. ZIP CODE 20555
			d. STATE DC		
7. TO:			f. SHIP VIA		
a. NAME OF CONTRACTOR ALLIED TECHNOLOGY GROUP, INC.			8. TYPE OF ORDER		
b. COMPANY NAME ATTN: William B. 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 310-15-521-324 J1100 252A 31X0200.310 OBLIGATE: \$44,879.76			10. REQUISITIONING OFFICE Office of the Chief Information Officer		
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 6/20/2003-03/31/2004	
				16. DISCOUNT TERMS Net 30 days.	
13. PLACE OF FOR INFORMATION CALL: (No collect calls)					
a. INSPECTION		b. ACCEPTANCE Brenda J. DuBose Telephone: (301) 415-6578			

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 the proposal of Allied Technology Group, Inc. dated May 5, 2003 and amended via e-mail dated June 5, 2003, of which both documents are hereby incorporated by reference and made a part hereof this delivery order, to provide the qualified personnel to support NRC in complying with the Office of Management and Budget reporting requirements of the Federal Information Security Management Act, as delineated in the attached Statement of Work.</p> <p>NRC Project Officer: Louis H. Grosman - 301-415-5826 NRC Contract Specialist: Brenda J. DuBose - 301-415-6578</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$44,879.76	SUBTOTAL
21. MAIL INVOICE TO:							
a. NAME U.S. Nuclear Regulatory Commission Contract Management Center 1 - TEAM							
b. STREET ADDRESS (or P.O. Box) Mail Stop: T-7-I2 (SUBMIT INVOICE IN TRIPLICATE.)							
c. CITY Washington		d. STATE DC		e. ZIP CODE 20555		\$44,879.76	17(i). GRAND TOTAL
22. UNITED STATES OF AMERICA BY (Signature) <i>For Donald A. Fields</i>				23. NAME (Typed) Joyce A. Fields 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 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 . 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.

#### **A.5 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) 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 Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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.

(End of Clause)

CONTINUATION PAGE

the completion of the FISMA executive summary report, using the guidance and format specified by OMB and NRC.

- Attend scheduled briefings on the OIG developed FISMA evaluation of NRC's IT security program, and interact with the OIG contractor, as required, for clarification of any issues or findings related to the OIG independent evaluation and assessment of the NRC IT security program.
- Provide administrative support to NRC staff in the development of the corrective action plan POA&M that documents all program level and system level weaknesses, findings, and discrepancies. •

### **3.0 TASKS.**

The following are specific requirements to be performed by the contractor under this effort:

#### **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 assigned to fulfill the NRC's FISMA requirements. The schedule must consider that the second annual evaluation is due to OMB on September 1, 2003, and therefore all work must be completed by August 1, 2003 in order to be reviewed. In addition, the NRC corrective action plans will be due to OMB by October 1, 2003.

#### **3.2 FISMA System Security Self Assessments and Program Reviews**

To complete this task, using the NIST Special Pub 800-26, the Contractor shall conduct a systems security self assessment and program review of pertinent existing NRC systems, including a review of all security related documentation, (and the completed NIST Self-Assessment Guide forms from FY2002, where available). The contractor shall interview each program office and complete the NIST assessment questionnaire forms for all NRC major applications and general support systems. As coordinated by the NRC Project Officer, the contractor may also interview NRC program office officials and staff, project management, budget and financial personnel, security, system users, and programming/development personnel familiar with the local area network and major applications. Telephone interviews will be acceptable for those individuals located at NRC Regional offices. The security documents and accreditation status for each major application and general support system shall be reviewed, in addition to a review of all outstanding system weaknesses, and discrepancies. The results and findings from the questionnaires, and from the system security program reviews, will be used to develop a draft and final version of a FISMA system security corrective plan of action and milestones (POA&M), for each NRC major application and general support system.

A list of documentation to be reviewed and personnel to be interviewed shall be provided to the contractor by the NRC Project Officer at time of delivery order award.

### **3.3 NRC FISMA Executive Summary Report and FISMA Corrective Action Plan**

The contractor shall perform a technical analysis to assess the compliance of the NRC agency-wide IT security program with FISMA and related Federal security program policies and guidelines. The contractor shall provide experienced staff to attend any OIG FISMA report briefings and to review and analyze the results of the OIG FISMA independent evaluation and assessment reports. The contractor shall provide administrative and technical support to assist NRC staff in the completion of the FISMA Executive Summary Report, and the FISMA Corrective Action Plan of Action and Milestones (POA&M).

The contractor shall develop a draft and final NRC FISMA Executive Summary and FISMA Corrective Action POA&M, based upon the findings of the system security self assessments, system program reviews, the system level POA&Ms, and a review and analysis of the NRC Inspector General (OIG) independent evaluation reports. The FISMA Executive Summary and the Corrective Action POA&M shall be developed in accordance with OMB guidance and/or any additional guidance provided by NRC staff or OMB. The NRC FISMA Corrective Action Plan will incorporate the FISMA system level POA&M spreadsheets, and the program level POA&M spreadsheets into one integrated corrective action plan. The NRC corrective action plan will be due to OMB by October 1, 2002.

### **4.0 SCHEDULE FOR DELIVERABLES**

The contractor shall provide the NRC FISMA Project Manager with a project management plan that includes a detailed staffing plan and schedule showing how the contractor and NRC resources will be expended to meet the project requirements. Each deliverable shall first be submitted in draft for NRC review. NRC shall 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 FISMA Project 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 Task Manager, unless otherwise indicated. All deliverables shall be formatted and prepared using Corel WordPerfect software products, or other products specified by OMB. (OMB required the use of Excel for the POA&M spreadsheets in the FY 2002 reporting guidance).

#### **4.1 KICK-OFF MEETING**

A kick-off meeting will be held to introduce the NRC Project Officer and other NRC personnel involved in this effort.

#### **4.2 MONTHLY PROGRESS REPORTS**

The Contractor shall provide the FISMA Project Manager (PM) NRC Contracting Officer with a written monthly progress report. These are due to the NRC by the last workday at the end of each calendar month throughout the project's duration.

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 resolution of the problem or how the problem will be resolved.

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.

NRC will complete a review of each submitted deliverable within 5 workdays from date of receipt.

#### 4.3 SCHEDULE OF DELIVERABLES

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	10 workdays after award of order
4	Deliver Draft System Security Self Assessment Questionnaires	July 25, 2003
	Draft Results of Security Program Review	July 25, 2003
5	Deliver Final System Security Self Assessment Questionnaires	August 1, 2003
	Deliver Final Security Program Review	August 1, 2003
6	Deliver Draft System Level POA&Ms	July 25, 2003
7	Deliver Final System Level POA&Ms	August 1, 2003
8	Deliver Draft FISMA Executive Summary Report	August 15, 2003
9	Deliver Final FISMA Executive Summary Report	August 29, 2003
10	Deliver Draft FISMA Corrective Action Plan (POA&M)	August 29, 2003
11	Deliver Final FISMA Corrective Action Plan (POA&M)	September 8, 2003, or earlier

#### Instructions for Deliverables

Deliverables shall be provided by the above dates. Each deliverable shall first be submitted in a draft for agency review. If the NRC Project Officer makes extensive changes to the first draft, the contractor shall submit a corrected draft for agency review. Upon approval by NRC Project Officer of the draft, the deliverable shall be submitted in final form.

The Project Officer will have 5 working days to review draft deliverables upon receipt of delivery to the agency.

If for any reason a deliverable cannot be delivered within the scheduled time frame, the Contractor shall notify, in writing, the NRC Contracting Officer with a copy to the Project Officer, with an explanation of the cause of the delay and the proposed revised schedule. This notice shall include the impact on the overall project.

All deliverables, in both draft and final form, shall be submitted as one electronic copy and one hard copy. The format for the deliverables is not specified except that it shall be consistent throughout the suite.

## **5.0 PLACE OF DELIVERY -- REPORTS**

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

1.           Name:       Louis H. Grosman, Project Officer  
              E-Mail:     lhg@nrc.gov  
              Address:   U.S. Nuclear Regulatory Commission  
                          11555 Rockville, MD 20852
  
2.           Name:       Joyce A. Fields, Contracting Officer  
                          c/o Brenda J. DuBose  
              E-Mail:     bjd2@nrc.gov  
              Address:   11555 Rockville, MD 20852

## **6.0 FAR CLAUSE 52.2 52.243-3 CHANGES- TIME AND MATERIALS OR LABOR HOUR CONTRACTS**

(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.

- (a) 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.
- (b) 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.
- (c) 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.

**7.0 PERIOD OF PERFORMANCE**

The period of performance for this delivery order is from the June 20, 2003 through March 31, 2004 .

**8.0 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND INFORMATION AND MATERIALS**

The Government will provide office space, equipment and local telephone service for any on-site contractor personnel, as appropriate. The contractor is advised that all such office space and materials shall be used solely for the purpose of this effort.

The following documents are provided as part of the SOW :

- NRC Management Directive 12.5, "NRC Automated Information Systems Security Program"
- NIST Special Publication 800-26, "Self –Assessment Guide for Information technology Systems"
- 3. U.S. Nuclear Regulatory Commission Security Self-Assessment Guide for Information Technology Systems
- H.R. 2458, the "E-Government Act of 2002." Title III, "Federal Information Security Management Act of 2002"

The following document will be provided to the contractor when it is made available by OMB:

- OMB Draft FY03 Security Guidance on Reporting Security Reviews and Developing Security Corrective Action Plans

## **9.0 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/OR IT SERVICES/ACCESS (MARCH 2002)**

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

### **SECURITY**

(a) Security/Classification Requirements Form. The attached NRC Form 187 (Attachment 2) 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.

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.

## **10.0 TRAVEL**

The contractor shall complete most of the work associated with this work at its own facilit(y)ies. However, some work (i.e., meetings, interviews) may be performed at NRC Headquarters located in Rockville, Maryland. No other travel is required or authorized under this effort.

The contractor shall take advantage of conference call and video conferencing capabilities where appropriate.

## **11.0 PROJECT OFFICER AUTHORITY**

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

Name: Louis H. Grosman

- (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.

## **12. LEVEL OF EFFORT**

The Government has estimated that the total level of effort for this delivery order is 424 hours. The hourly charge for such work shall include all costs necessary to perform the required effort.

## **13. CONSIDERATION AND OBLIGATION**

The total estimated cost of this effort is \$44,879.76. Refer to Attachment 6 for the Schedule of Pricing/Costs.

## ATTACHMENTS

- Attachment 1: CD containing NRC Management Directives
- Attachment 2: CD containing the following files:
- NIST Special Publication 800-26, "Self –Assessment Guide for Information Technology Systems"
  - U.S. Nuclear Regulatory Commission Security Self-Assessment Guide for Information Technology Systems
  - H.R. 2458, the "E-Government Act of 2002." Title III, "Federal Information Security Management Act of 2002"
- Attachment 3: NRC Form 187
- Attachment 4: Billing Instructions for Labor Hour Contracts
- Attachment 5: List of NRC Systems
- Attachment 6: Matrix - Schedule of Prices/Costs

NRC FORM 187  
(1-2000)  
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

**AUTHORITY**  
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

**CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS**

**COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE**

**1. CONTRACTOR NAME AND ADDRESS**

Allied Technology Services, Inc.  
1803 Research Boulevard, Suite 601  
Rockville, MD 20850

**A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS** (Prime contract number must be shown for all subcontracts.)

**B. PROJECTED START DATE**

6/20/2003

**C. PROJECTED COMPLETION DATE**

3/31/2004

**2. TYPE OF SUBMISSION**

- A. ORIGINAL
- B. REVISED (Supersedes all previous submissions)
- C. OTHER (Specify)

**3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE**

A. DOES NOT APPLY

B. CONTRACT NUMBER

DATE

**4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION**

**FY 2003  
Federal Information Security Management Act(FISMA)  
OMB Reporting Requirements Support**

**5. PERFORMANCE WILL REQUIRE**

**A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION**

- YES (If "YES," answer 1-7 below)
- NO (If "NO," proceed to 5.C.)

NOT APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION






2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)






3. GENERATION OF CLASSIFIED MATTER.






4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.






5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.






6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.






7. OTHER (Specify)






B. IS FACILITY CLEARANCE REQUIRED?

YES

NO

C.  UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

D.  ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E.  ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F.  UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE  <p style="text-align: center;"><b>Louis H. Grosman</b> Senior IT Security Specialist</p>	SIGNATURE 	DATE  <p style="text-align: center;">04/10/2003</p>
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**7. CLASSIFICATION GUIDANCE**

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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**8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:**

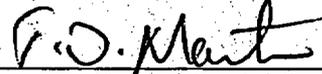
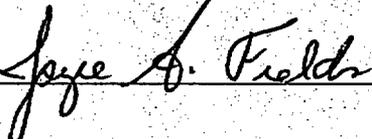
- AUTHORIZED CLASSIFIER (Name and Title)
  DIVISION OF FACILITIES AND SECURITY

**9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)**

- SPONSORING NRC OFFICE OR DIVISION (Item 10A)
  DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT  
 DIVISION OF FACILITIES AND SECURITY (Item 10B)
  CONTRACTOR (Item 1)  
 SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

**10. APPROVALS**

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION  <p style="text-align: center;"><b>Daniel Galik, OCIO</b></p>	SIGNATURE 	DATE <p style="text-align: center;">4/10/03</p>
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY  <p style="text-align: center;"><b>Thomas O. Martin, DFS/ADM</b></p>	SIGNATURE 	DATE <p style="text-align: center;">4/23/03</p>
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT <small>(Not applicable to DOE agreements)</small>  DC/ADM	SIGNATURE 	DATE <p style="text-align: center;">4/25/03</p>

REMARKS

**BILLING INSTRUCTIONS FOR  
LABOR HOUR TYPE CONTRACTS**

**General:** The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

**Number of Copies:** An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

**Designated Agency Billing Office:** Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission  
Division of Contracts  
Mail Stop T-7-I-2  
Washington, D.C. 20555

**HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC.** However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike - Mail Room  
Rockville, MD 20852

**HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.**

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Billing Instructions

Page 2 of 2

Agency Payment Office: Payment will be made by the following office:

U.S. Nuclear Regulatory Commission  
Division of Accounting and Finance GOV/COMM  
Mail Stop T-9-H4  
Washington, DC 20555

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment ) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase order period and claimed after the purchase order has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it 'EXPIRATION VOUCHER' OR "EXPIRATION INVOICE".

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records; payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the purchase order may not exceed the total U.S. dollars authorized in the purchase order.

ATTACHMENT

**INVOICE/VOUCHER FOR PURCHASES  
AND  
SERVICES OTHER THAN PERSONAL**

**(SAMPLE FORMAT - COVER SHEET)**

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<u>Official Agency Billing Office</u> U.S. Nuclear Regulatory Commission Division of Contracts and Property Management MS: T-7-I2 Washington, DC 20555-0001	(a) Purchase Order No:  (b) Voucher/Invoice No:  (c) Date of Voucher/Invoice:
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Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice

Name:

Telephone No:

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(e) This voucher/invoice represents reimbursable costs for the billing period \_\_\_\_\_ to \_\_\_\_\_.

	<u>Amount Billed</u>	
	<u>Current Period</u>	<u>Cumulative</u>
(f) <u>Direct Costs:</u>		
(1) Direct Labor*	\$ _____	\$ _____
(2) Travel*	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____

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\* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.

**A-130 Type = Major Application**

<u>Organization ID</u>	<u>Full System Name</u>	<u>PDB#</u>	<u>System</u>
1. NMSS	License Tracking System	1266	LTS
2. ASLBP	Licensing Support Network	New	LSN
3. CFO	Human Resources Management System	E0003-1	HRMS
4. ADM	Preprocessing Module	3539	PREP
5. NMSS	Transport Approval Package Information System	1265	TAPIS
6. CFO	License Fee Reporting System	1289	FEES
7. CFO	Cost Accounting System	E0003-2	CAS
8. NRR	Operator Licensing Tracking System	A0048	OLTS
9. NMSS	General License Tracking System	B0041	GLTS
10. NRR	Allegation Management System	1246	AMS
11. CIO	Agencywide Document Access and Management System	9501	ADAMS
12. IRO	Operations Center Information Management System	Z1012	OCIMS
13. NSIR	Emergency Response Data System	D0004	ERDS
14. NRR	Reactor Program System	9709	RPS
15. NMSS	Nuclear Material Event Database	9506	NMED

**A-130 Type = General Support System**

<u>Organization ID</u>	<u>Full System Name</u>	<u>PDB#</u>	<u>System</u>
1. CIO	Local Area Network/Wide Area Network	None	LAN/WAN
2. CIO	Data Center/Telecommunications System	None	DC/T
3. IRO	Emergency Telecommunication System	Z1014	IRO-ETS
4. CIO	Electronic Information Exchange	None	EIE