

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO. NRC-33-01-191

1. DATE OF ORDER 04-14-2004	2. CONTRACT NO. (if any) GS-35F-0079J	6. SHIP TO:	
3. ORDER NO. NRC-33-01-191 MOD3	4. REQUISITION/REFERENCE NO. ADMIN 4/09/2004	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 Division of Contracts Contract Management Center 1 Mail Stop: T-7-I2 Washington, DC 20555-0001		b. STREET ADDRESS ATTN: Louis Grosman Mail Stop: T-6-F15	c. CITY Washington
7. TO:		d. STATE DC	e. ZIP CODE 20555-0001
NAME OF CONTRACTOR ALLIED TECHNOLOGY GROUP, INC. ATTN: William P. Connor 1803 Research Boulevard, Suite 601 Rockville MD 20850		f. SHIP VIA	
9. ACCOUNTING AND APPROPRIATION DATA NOT APPLICABLE TO THIS MODIFICATION.		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE ORDER <input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER 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. 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.	
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 Refer to the SOW.	16. DISCOUNT TERMS N/A
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination	
FOR INFORMATION CALL: (No collect calls) Donald A. King, Office: (301) 415-6731			

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)
	See the continuation pages.					
	All other terms and conditions remain unchanged.					

	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	
SEE BILLING INSTRUCTIONS ON REVERSE	21. MAIL INVOICE TO:			
	a. NAME U.S. Nuclear Regulatory Commission Division of Contracts			
	b. STREET ADDRESS (or P.O. Box) Attn: Donald A. King Mail Stop: T-7-I2			
	c. CITY Washington	d. STATE DC	e. ZIP CODE 20555-0001	\$.00
				SUBTOTAL
				17(h) TOTAL (Cont. pages)
				17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Donald A. King Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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The purpose of this modification is to modify the subject Blanket Purchase Agreement (BPA) which was effective 5/1/2001, to incorporate and revise clauses related to security requirements. Specific changes to the BPA are identified as follows:

- (1) BPA paragraph A.9 SECURITY CLASSIFICATION LEVELS, is revised to add sub paragraphs: a) **A.9.1 2052.204-70 SECURITY**; b) **A.9.2 Badge Requirements**; and c) **A.9.3 Security Requirements for Information Technology Access Approval**; and
- (2) BPA paragraph A.11 PROJECT OFFICER, paragraph h is revised to: (a) delete subparagraph h.5 entirely and replaced it with a new subparagraph, and (b) add sub paragraph 6; and
- (3) Change the modification number of modification 005 to modification 002.

Accordingly, the BPA is modified as follows:

1. Under subsection **A.9 SECURITY CLASSIFICATION LEVELS**, it is revised to add subparagraphs: a) **A.9.1 2052.204-70 SECURITY**; b) **A.9.2 Badge Requirements**; and c) **A.9.3 Security Requirements for Information Technology Access Approval**, as follows:

"A.9.1 2052.204-70 SECURITY

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) 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 Restricted Data or National Security Information or matter, access to unclassified Safeguards Information, access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect 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 protecting 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 contract 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 contract 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, safeguards information, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, other (Official Use Only) 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 shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not 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 (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

A.9.3 Security Requirements for Information Technology Access Approval

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.

SECURITY REQUIREMENTS FOR LEVEL I

Performance under this contract 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 sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract 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. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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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 the NRC SB/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 SB 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 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 (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 or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

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 immediately contact the SB/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 via email to the SB/DFS. Additionally, SB/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."

2. Under subsection A.11 PROJECT OFFICER, paragraph h is revised to: (a) delete subparagraph h.(5) entirely and replaced it with a new subparagraph h.(5), and (b) add subparagraph 6, as follows:

"(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3."

3. Block number 2, of Standard Form 30, with an effective date of 11/30/03, is changed from modification number 005 to modification number 002.