

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 3

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

BPA NO.

1. DATE OF ORDER 06-15-2004	2. CONTRACT NO. (if any) GS-35F-4640G	6. SHIP TO:	
3. ORDER NO. NRC-33-01-193, TO6	MODIFICATION NO.	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 Contract Management Center No. 1 Mail Stop, T-7-I-2 Washington, DC 20555		b. STREET ADDRESS ATTN: Louis Grossman Mail Stop, T-6-D2	c. CITY Washington
7. TO:		d. STATE DC	e. ZIP CODE 20555

7. TO:

NAME OF CONTRACTOR

Integrated Management Services, Inc.
ATTN: D. Jean Wu, President
2101 Wilson Boulevard
Suite 916
Arlington, VA 22201

DUNS# 788219301

f. SHIP VIA

8. TYPE OF ORDER

a. PURCHASE 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.

b. DELIVERY/TASK ORDER
Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA \$41,342.00

B&R#: 410-15-521-324 Job Code#: J1100 BOC#: 252A
APPN#: 31X0200.410 FFS#: 10470663C

10. REQUISITIONING OFFICE OCIO
Office of the Chief Information Officer

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED d. WOMEN-OWNED

12. F.O.B. POINT Destination

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE 06/15/04 - 06/14/05

16. DISCOUNT TERMS Net 30

13. PLACE OF FOR INFORMATION CALL: (No collect calls)

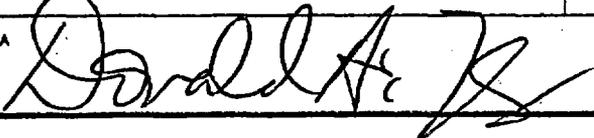
a. INSPECTION b. ACCEPTANCE

Michael Turner
(301) 415-6535

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 Integrated Management Services, Inc., dated May 3, 2004, which is 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 Statement of Work. (Attachment No. 1).</p> <p>The total estimated amount (ceiling) for the products/ services, ordered, delivered, and accepted under this delivery order is \$41,342.40 and the amount presently obligated with respect to this delivery order is \$41,342.40, as reflected under Page 6 of Attachment No. 2.</p> <p>The following clause is hereby incorporated by reference and made a part hereof this delivery order:</p> <p>Federal Acquisition Regulation Clause 52.216-21, "Requirements"</p>					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$41,342.40	SUBTOTAL
21. MAIL INVOICE TO:				
SEE BILLING INSTRUCTIONS ON REVERSE	a. NAME U.S. Nuclear Regulatory Commission Division of Contracts		\$41,342.40	17(h) TOTAL (Cont. pages) 17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Mailstop: T-7-I-2 ATTN: NRC-33-01-193, TO6			
	c. CITY Washington	d. STATE DC		

22. UNITED STATES OF AMERICA BY (Signature) 

23. NAME (Typed)
Donald A. King,
Contracting Office
TITLE: CONTRACTING/ORDERING OFFICER

A.1 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.2 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)

STATEMENT OF WORK
NUCLEAR REGULATORY COMMISSION (NRC)
OFFICE OF THE CHIEF INFORMATION OFFICER (OCIO)
For
FY 2004
Federal Information Security Management Act
OMB Reporting Requirements Support
June 16, 2004

1.0 INTRODUCTION

Background

On December 17, 2002, the President signed into law the H.R. 2458, the "E-Government Act of 2002." including Title III of the Act which is the Federal Information Security Management Act of 2002. It is very similar to title X of the Homeland Security Act of 2002, which also bears the name Federal Information Security Management Act of 2002 and which the President signed into law on November 25, 2002.

The purposes of this Act are to-

"(1) provide a comprehensive framework for ensuring the effectiveness of information security controls over information resources that support Federal operations and assets;

"(2) recognize the highly networked nature of the current Federal computing environment and provide effective government-wide management and oversight of the related information security risks, including coordination of information security efforts throughout the civilian, national security, and law enforcement communities;

"(3) provide for development and maintenance of minimum controls required to protect Federal information and information systems;

"(4) provide a mechanism for improved oversight of Federal agency information security programs;

"(5) acknowledge that commercially developed information security products offer advanced, dynamic, robust, and effective information security solutions, reflecting market solutions for the protection of critical information infrastructures important to the national defense and economic security of the nation that are designed, built, and operated by the private sector; and

"(6) recognize that the selection of specific technical hardware and software information security solutions should be left to individual agencies from among commercially developed products.

OMB has indicated that FISMA reporting guidance for FY 2004 will be very similar to the previous reporting guidance specified for FISMA 2003.

NRC Reporting Instructions

The NRC is required to transmit to the OMB Director an annual security review that includes: 1) executive summaries 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 completing NRC's effort to comply with the OMB reporting requirements of the FISMA, specifically by assisting NRC in completing the security self assessments and program reviews for all NRC major applications and general support systems, assist in completing the CIO/FISMA report to OMB, assist in development of the POA&Ms and the POA&M report to OMB, and efforts related to mitigation of POA&Ms as required.

2.0 SCOPE OF WORK

The contractor shall utilize the NRC system security self-assessment template that is based upon NIST Special Pub 800-26, and complete the system security self assessment questionnaire for each of the fourteen major applications and four general support systems. In addition to completing the system security self assessment questionnaire, the contractor will complete a security program review, which will include a complete review of the current security documentation for a system, and a review of all existing outstanding security discrepancies and weaknesses. Upon completion of the self assessments and program reviews, the contractor will provide each office owning a major application or general support system with draft and final copies of the completed system self assessment questionnaire, and also a FISMA plan of action and milestones (POA&M) spreadsheet that summarizes the results of the program reviews, and lists all of the system discrepancies and weaknesses for each NRC major application and general support system.

Resource considerations for this task include the fact that questionnaires and program review FISMA POA&M's will need to be completed for NRC identified fourteen major applications and four general support systems. Of the fourteen major applications, all have complete NRC/NIST assessment documents from FY2003. Also available for the systems is a full set of security related documentation including risk assessments, security plans, and business continuity plans. Of the four general support systems, all four have complete NRC/NIST assessment documents from FY2003. Also available for these systems is a full set of security related documentation including risk assessments, security plans, and business continuity plans.

- Develop a Project Management Plan.
- Using the NRC system security self-assessment template, and in coordination with NRC project officers, complete the system security self assessments for 14 major applications and 4 general support systems. While completing the systems security self assessments, complete a security program review for each major application and general support system, developing a system level POA&M spreadsheet that documents all security discrepancies and weaknesses for each application and system.
- Using the system security self assessment results, and the results of the system program reviews and POA&Ms, conduct a technical analysis and summarize the collected data in order to provide a measure of the overall compliance of the NRC IT security program with FISMA and related Federal IT security policies and guidelines. Provide administrative support to NRC staff by assisting the staff in 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.

- Review the IG Report and 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.
- Provide administrative and technical support in mitigation activities related to the POA&Ms.

3.0 TASKS.

The following are specific requirements that have been identified at this point.

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 or about September 1, 2004, and therefore all work must be completed by August 1, 2004 in order to be reviewed. In addition, the NRC corrective action plans will be due to OMB on or about by October 1, 2004.

3.2 FISMA System Security Self Assessments and Program Reviews

To complete this task, using the NRC system security self-assessment template, 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 Self-Assessment Guide forms from FY2003, 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 officers, 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 after the task has started.

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 developing 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 on or by October 1, 2004.

3.4 NRC FISMA Corrective Action Plan

The contractor shall provide administrative and technical support and guidance to NRC organizations to assist with mitigation activities related to the POA&Ms.

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 2003 reporting guidance).

4.1 Kick-Off Meeting

Kick-Off meetings will be held at NRC facilities in Rockville, Maryland to introduce the NRC Project Officer Manager and the Task Manger for each of the tasks and subtasks.

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.

4.2 Monthly Progress Reports

The Contractor shall provide the FISMA Project Officer and 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.

4.3 Place of Delivery—Reports

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

Name: Project Officer (1 copy)
 Address: U.S. Nuclear Regulatory Commission
 Mail Stop T-6D2
 Washington, DC 20555

Name: Contracting Officer (1 copy)
 Address: U.S. Nuclear Regulatory Commission
 Mail Stop T-712
 Washington, DC 20555

4.4 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(s) at NRC Headquarters?	5 workdays after award or earlier
2	Monthly Progress Reports	Monthly
3	Deliver Project Management Plan	At award
4	Deliver Draft System Security Self Assessment Questionnaires	July 26, 2004
5	Deliver Final System Security Self Assessment Questionnaires	August 2, 2004
6	Deliver Draft System Level POA&Ms	July 26, 2004
7	Deliver Final System Level POA&Ms	August 2, 2004
8	Deliver Draft FISMA Executive Summary Report	August 16, 2004
9	Deliver Final FISMA Executive Summary Report	August 27, 2004
10	Deliver Draft FISMA Corrective Action Plan (POA&M)	August 27, 2004
11	Deliver Final FISMA Corrective Action Plan (POA&M)	September 7, 2004, or earlier
12	Begin V&V Process	September 15, 2004
13	Deliver Draft V&V Report	November 1, 2004
14	Deliver Final V&V Report	November 15, 2004

Instructions for Deliverables

Deliverables shall be delivered on the dates specified above in Subsection 4.4. Each deliverable shall first be submitted in a draft to the NRC Project Officer for agency review. Within 5 working days of receipt, the NRC Project Officer will review the draft deliverable and provide written comments and/or changes, to the Contractor. The Contractor shall incorporate any necessary comments/changes within 3 working days of receipt, and return to the NRC Project Officer for review and acceptance. Within 3 working days after acceptance of the draft deliverable, the contractor shall provide the NRC Project Officer with one electronic copy and one hard copy of the deliverable in final format.

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 specified in Section 4.0.

If for any reason a deliverable cannot be delivered within the scheduled time frame, the Contractor shall notify the NRC Project Officer and Contracting Officer in writing with cause of delay and The NRC Project Officer shall make a business decision about the impact of the delay and forward the impact to the Contracting Officer. Revisions to the schedule will be mutually agreed to via a contract modification.

5.0 PERIOD OF PERFORMANCE

The period of performance for this contract shall commence on June 15, 2004 and will expire on June 14, 2005. The term of this contract may be extended at the option of the Government for four additional one-year periods.

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:

- CD containing NRC Management Directives
- CD containing the following files:
 1. NIST Special Publication 800-26, "Self -Assessment Guide for Information technology Systems"
 2. U.S. Nuclear Regulatory Commission Security Self-Assessment Guide for Information Technology Systems
 3. H.R. 2458, the "E-Government Act of 2002." Title III, "Federal Information Security Management Act of 2002"
 4. FISMA FY03 OMB Reporting Requirements

The following document will be provided when available:

- OMB Draft FY04 Security Guidance on Reporting Security Reviews and Developing Security Corrective Action Plans

7.0 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.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(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) **Definition of Safeguards Information.** Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) **Security Clearance.** 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.

(j) **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.)

(k) **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.

(l) In performing the contract 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.

8.0 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times 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 contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

9.0 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.

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.

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 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 which is incorporated into this contract by reference as though fully set forth herein. 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 I 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 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 or 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 issuance of an NRC badge.

SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or 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 contract 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 sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in 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.

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."

**10. 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.

11.0 TRAVEL

The Contractor shall complete most of the work associated with the task at the Contractor's own facilities and at NRC Headquarters 's in Washington DC. Travel to other locations will not be required. Efforts should be made to take advantage of conference call and video conferencing capabilities where appropriate.

12.0 PROJECT OFFICER AUTHORITY

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

Name:	Louis Grosman
Address:	U. S. Nuclear Regulatory Commission Mail Stop, T -6-D2 Washington, DC 20555
Telephone No.:	(301) 415-5826

(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.

13.0 OPTIONAL TASKS

Using validation and verification techniques, assess the accuracy and completeness of the responses provided by the NRC system owners to the annual self assessments.

Self Assessments Verification and Validation (Optional task)

Background

The Federal Information Security Management Act of 2002 (FISMA) established a requirement that the Office of Management and Budget (OMB) must annually review and report to Congress on the status of federal agency Information Security (IS) programs. Subsequently, OMB issued agency reporting guidance that includes a requirement that agencies shall annually perform a self-assessment on their Major Applications (MA) and General Support Systems (GSS), as defined in OMB Circular A-130, Appendix III, "Security of Federal Automated Information Resources." The basis for the system self-assessments is Special Publication (SP) 800-26, *Security Self-Assessment Guide for Information Technology Systems*, developed by the National Institute of Standards and Technology (NIST).

The Nuclear Regulatory Commission (NRC) completed self assessments for each of its MAs and GSSs for Fiscal Year 2003 using a self assessment document based on NIST SP 800-26, in accordance with OMB guidance. The self assessment documents differed from the documents contained in the NIST special publication because, in accordance with NIST guidance, the question sets were tailored to match the NRC Information Technology (IT) infrastructure and to address potential areas of vulnerability that were not included in the NIST documents. The self assessments were completed by the owners of each MA and GSS or their representatives, with contractor support provided by the Office of the Chief Information Officer (OCIO). This support included review of the self assessments to identify and resolve apparent inconsistencies and missing data.

Objective

The objective of this effort is to assess the accuracy and completeness of the responses provided by the NRC system owners to the FY 2004 FISMA annual self assessments.

Tasks

Self assessments are designed to be answered with single check mark on a 1-5 rating scale with limited comment. The quality and accuracy of the assessments relies on the system knowledge and experience of the system owner and the quality of supporting documentation. The self assessment responses also vary because the applicability of a particular control and how well it functions is subjective. Thus, under this task, the contractor will perform an assessment of the accuracy and completeness of the self assessments in three phases:

- **Phase 1 –** The contractor shall compare the self assessments against the Information System Security Plan (ISSP) for each system and identify responses that are not contained within the ISSP or appear to be in conflict with information it contains. For missing data, the contractor will work with the system owner to identify an information source for each missing response. The contractor shall summarize the items that appear to be in conflict with available documentation with a statement as to why the data appear to be in conflict. These items in conflict will be discussed with the appropriate system owner and the summarization updated accordingly.
- **Phase 2–** The contractor will analyze the rationale for data conflicts and missing data and assess each item as (1) response was not accurate; (2) subjective difference; (3) incorrect interpretation of question; (4) Other, as determined through the data analysis. The contractor shall, where applicable, provide recommendations for improving the self assessment guidance.
- **Phase 3 –** The contractor shall summarize the task describing the work performed and any findings and recommendations. This report shall include an assessment of the overall quality and completeness of the self assessment responses.

14.0 FAR CLAUSE - 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts. (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor--

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due--

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor--

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the

hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and

approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below, the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) Interim payments. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the (I\$INTERIM-PAYMENT) day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

15.0 FAR CLAUSE 52.243-3 CHANGES--TIME-AND-MATERIALS C.. LABOR-HOURS

(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.

16.0 FAR CLAUSE 52.217-5 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

17.0 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

18.0 52.204-7 CENTRAL CONTRACTOR REGISTRATION)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>

; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

19.0 BILLING INSTRUCTIONS

General: The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal—Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. 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 - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5,000 or more, shall additionally be sent to:

Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop - T-7-D-27
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices 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 - Mail Room
11555 Rockville Pike
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.

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

Frequency: The contractor shall submit a voucher or invoice monthly only after the NRC's acceptance of services rendered or products delivered in performance of the delivery order unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: To be considered a proper voucher/invoice, all of the following elements must be included:

- 1. Contract number and delivery order number.**
- 2. Sequential voucher/invoice number.**
- 3. Date of voucher/invoice.**
- 4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.**
- 5. Description of articles or services, quantity, unit price, total amount, and cumulative amount.**

For labor-hour delivery orders with a ceiling, provide a breakdown by task of labor hours by labor category, hours, fixed rate, current period dollars, and cumulative hours and dollars billed to date as authorized under the delivery order. For example:

Category	Current Hours	Fixed Rate	Current Billed	Cumulative	
				Hours	Total Billed
Sr. Scientist			\$3,500.00		\$17,500.00
Engineer			\$2,500.00		\$2,500.00
Totals:			\$6,000.00		\$20,000.00

Invoices for the order shall be broken down by task. You must also provide a consolidated summary (cover sheet) of the total amount billed inclusive of all tasks. The summary must contain the cumulative amount invoiced to date.

6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
10. Travel Reimbursement (if applicable)

The contractor shall submit claims for travel reimbursement as a separate item on its fixed-price invoice/voucher in accordance with the following:

Travel reimbursement. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
From:	From:	
To:	To:	\$

Provide supporting documentation (receipts) for travel expenditures in excess of \$75.00 in an attachment to the invoice/voucher.

Billing of Cost After Expiration of Order. If costs are incurred during the delivery order period and claimed after the order has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration 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 and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the order may not exceed the total U.S. dollars authorized under the order.

Attachments:

- 1. Statement of Work**
- 2. Schedule of Supplies or Services and Prices/Costs**
- 3. Security Form 187**
- 4. CD containing NRC Management Directives**
- 5. 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"**
 - FISMA FY03 OMB Reporting Requirements**

SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS

BASE YEAR

CLIN/Labor Category	Hourly Rate	Estimated Hours	Total Estimated Costs
001 Sr. Management Analysts	[REDACTED]	[REDACTED]	\$25,091.56
002 Sr. Systems Analysts	[REDACTED]	[REDACTED]	\$15,985.44
003 Technical Editor	[REDACTED]	[REDACTED]	\$ 265.40
Subtotal			\$41,342.40

Optional Tasks:

CLIN/Labor Category	Hourly Rate	Estimated Hours	Total Estimated Costs
001A Sr. Management Analysts	[REDACTED]	[REDACTED]	\$13,748.80
002A Sr. Systems Analysts	[REDACTED]	[REDACTED]	\$12,537.60
003A Technical Editor	[REDACTED]	[REDACTED]	\$ 265.40
Subtotal			\$26,551.80

ESTIMATED TOTAL - BASE YEAR

\$67,894.20

SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS**OPTION YEAR ONE**

CLIN/Labor Category	Hourly Rate	Estimated Hours	Total Estimated Costs
004 Sr. Management Analysts	[REDACTED]	[REDACTED]	\$26,069.76
005 Sr. Systems Analysts	[REDACTED]	[REDACTED]	\$16,609.68
006 Technical Editor	[REDACTED]	[REDACTED]	\$ 275.75
Subtotal			\$41,342.40

Optional Tasks:

CLIN/Labor Category	Hourly Rate	Estimated Hours	Total Estimated Costs
004A Sr. Management Analysts	[REDACTED]	[REDACTED]	\$14,284.80
005A Sr. Systems Analysts	[REDACTED]	[REDACTED]	\$13,027.20
006A Technical Editor	[REDACTED]	[REDACTED]	\$ 275.75
Subtotal			\$27,587.75

ESTIMATED TOTAL - OPTION YEAR ONE**\$70,542.94**

SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS

OPTION YEAR TWO

CLIN/Labor Category	Hourly Rate	Estimated Hours	Total Estimated Costs
007 Sr. Management Analysts	[REDACTED]	[REDACTED]	\$27,085.92
008 Sr. Systems Analysts	[REDACTED]	[REDACTED]	\$17,258.40
009 Technical Editor	[REDACTED]	[REDACTED]	\$ 286.50
Subtotal			\$41,342.40

Optional Tasks:

CLIN/Labor Category	Hourly Rate	Estimated Hours	Total Estimated Costs
007A Sr. Management Analysts	[REDACTED]	[REDACTED]	\$14,841.60
008A Sr. Systems Analysts	[REDACTED]	[REDACTED]	\$13,536.00
009A Technical Editor	[REDACTED]	[REDACTED]	\$ 286.50
Subtotal			\$28,664.10

ESTIMATED TOTAL - OPTION YEAR TWO **\$73,294.92**

SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS

OPTION YEAR THREE

CLIN/Labor Category	Hourly Rate	Estimated Hours	Total Estimated Costs
010 Sr. Management Analysts	[REDACTED]	[REDACTED]	\$28,142.96
011 Sr. Systems Analysts	[REDACTED]	[REDACTED]	\$17,931.60
012 Technical Editor	[REDACTED]	[REDACTED]	\$ 297.65
Subtotal			\$46,372.21

Optional Tasks:

CLIN/Labor Category	Hourly Rate	Estimated Hours	Total Estimated Costs
010A Sr. Management Analysts	[REDACTED]	[REDACTED]	\$15,420.80
011A Sr. Systems Analysts	[REDACTED]	[REDACTED]	\$14,064.00
012A Technical Editor	[REDACTED]	[REDACTED]	\$ 297.65
Subtotal			\$29,782.45

ESTIMATED TOTAL - OPTION YEAR THREE

\$76,154.66

SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS

OPTION YEAR FOUR

CLIN/Labor Category	Hourly Rate	Estimated Hours	Total Estimated Costs
013 Sr. Management Analysts	[REDACTED]	[REDACTED]	\$29,240.88
014 Sr. Systems Analysts	[REDACTED]	[REDACTED]	\$18,631.32
015 Technical Editor	[REDACTED]	[REDACTED]	\$ 309.25
Subtotal			\$48,181.45

Optional Tasks:

CLIN/Labor Category	Hourly Rate	Estimated Hours	Total Estimated Costs
013A Sr. Management Analysts	[REDACTED]	[REDACTED]	\$16,022.40
014A Sr. Systems Analysts	[REDACTED]	[REDACTED]	\$14,612.80
015A Technical Editor	[REDACTED]	[REDACTED]	\$ 309.25
Subtotal			\$30,944.45

ESTIMATED TOTAL - OPTION YEAR FOUR

\$79,125.90

CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this delivery order (ceiling) for the products/services ordered, delivered, and accepted under this delivery order is **\$41,342.40**. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the delivery order period provided such orders are within any maximum ordering limitation prescribed under this delivery order.

(b) The amount presently obligated with respect to this delivery order is **\$41,342.40**. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this delivery order. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this delivery order. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

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

To be determined

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

04/15/2004

C. PROJECTED
COMPLETION DATE

04/14/2005

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

FISMA Support/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?

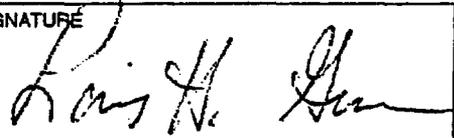
YES

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;">Louis H. Grosman Senior IT Security Specialist</p>	SIGNATURE 	DATE <p style="text-align: center;">03/05/2004</p>
---	--	--

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

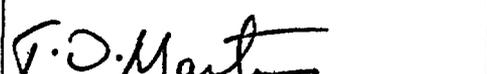
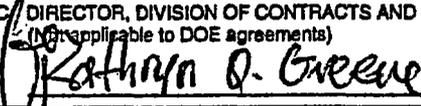
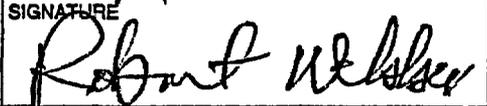
- AUTHORIZED CLASSIFIER (Name and Title)
 DIVISION OF FACILITIES AND SECURITY

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;">Charlotte L. Turner, PMAS/OCIO</p>	SIGNATURE 	DATE <p style="text-align: center;">3/9/04</p>
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY <p style="text-align: center;">Thomas O. Martin, DFS/ADM</p>	SIGNATURE 	DATE <p style="text-align: center;">5/6/04</p>
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)  <p style="text-align: center;">Kathryn D. Greene DC/ADM</p>	SIGNATURE 	DATE <p style="text-align: center;">5/10/04</p>

REMARKS