

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

BPA NO.

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 002		3. EFFECTIVE DATE See Block 15C	4. REQUISITION/PURCHASE REQ. NO. ADMIN RFPA 04/22/04	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Center No. 1 Washington, DC 20555		CODE 3100	7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Center No. 1 Washington, DC 20555	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  OAO Corporation ATTN: Mr. William M. Castonaguay 2605 Meridian Parkway Suite 100  Durham NC 27713	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-33-03-342-005
	X	10B. DATED (SEE ITEM 13) 09-26-2003

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment of each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

2. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

**IMPORTANT:** Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

1. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The subject contract is modified as described in Page 2.

except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

1A. NAME AND TITLE OF SIGNER (Type or print) <i>William M. Castonaguay - Contracts Man</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donald A. King Contracting Officer	
1B. CONTRACTOR/OFFEROR <i>W. M. Castonaguay</i> (Signature of person authorized to sign)		15C. DATE SIGNED <i>6/29/04</i>	16B. UNITED STATES OF AMERICA BY <i>Donald A. King</i> (Signature of Contracting Officer)
			15E. DATE SIGNED <i>4/23/04</i>

STANDARD FORM 30 (REV. 10-83)

TEMPLATE - ADM001

ADM002

The purpose of this modification is to: 1) Replace the Performance Requirements Summary Table with the revised Performance Measurements and Standards (Attachment No. 1) into the contract and 2) Delete the existing security requirements in the contract and replace with the revised security requirements outlined in Attachment No. 2 to this modification. Accordingly, the contract is hereby modified:

1. Section C, Exhibit 1, TRIM Performance Requirements Summary Table, is deleted and substituted with the attached Performance Requirements Summary Table (Attachment No. 1.) The performance requirements are for work performed by the contractor on task orders whose estimated ceiling amount is \$150,000.00 or greater and will be implemented on September 26, 2004.
2. Section G, Security, is deleted in its entirety and substituted with the revised security clauses (Attachment No. 2.)

All other terms and conditions of the subject contract remain unchanged.

**CISSCO METRICS**

**1.0. MAINTENANCE**

**1.1. Planning and scheduling**

**1.1.1. Responsive planning and scheduling**

**STANDARD**

**DESCRIPTION**

**TYPE**

**TOOLS/ARTIFACTS**

**CRITERIA**

**MAX ERROR RATE**

**RUP PHASE**

**FREQUE**

The contractor shall complete all staff assignment, planning and scheduling of corrective actions and enhancements within the default time period specified under each applicable task order or as directed by the NRC Task Order Manager (TOM).

MS Project with planned tasks, effort, dates, milestones, and resources. An initial plan is submitted within XX days of the authorization of next release by TOM (e.g. within XX days of Jan 1, April 1, July 1, Oct 1 for quarterly release schedule). Detailed Iteration plans are submitted and reviewed at Phase boundaries (Phase reviews).

Time

MS Project maintained in ClearCase  
Plan is published to TOM within default time period.

Project plan delivered to TOM within 1 business day of scheduled delivery.

- 1. PI - High Level Project Plan, Inception Iteration Plan
- 2. I - Elaboration Iteration Plan
- 3. E - Construction Iteration Plan
- 4. C - Transition Iteration Plan

At phase milestones

**1.1.2. Estimation and Budget**

**1.1.2.1. Accurate estimates**

The contractor shall provide accurate cost estimates.

MS Project is used for estimation as described in 1.1.1. Estimates are delivered at the beginning of project, and at the beginning of each iteration/phase. Estimates are reviewed with the TOM, at the end of each phase, but actual expenditures are delivered monthly.

Cost

MS Project maintained in ClearCase for estimates. Estimated costs are compared with actual expenditures for completed Phases at the end of each month.  
Spreadsheets will document actual expenditures.

Productivity of 90% based on baselined requirements set at the close of Inception (as calculated by OMB Earned Value)

- 1. PI - Cost Estimate
- 2. I - Earned Value Metrics for Inception
- 3. E - Earned Value Metrics for Elaboration
- 4. C - Earned Value Metrics for Construction
- 5. T - Final Earned Value Calculations for release

Monthly (for completed phases).

**1.1.2.2 Budget compliance (this has been consolidated into 1.1.2.1)**

The contractor shall ensure that all work performed does not exceed the budget for addressing the issue and does not exceed the overall task order budget.

(same as 1.1.2.1)

Cost

(same as 1.1.2.1)

Estimated costs are compared with actual expenditures for completed Phases and with Task Order ceilings at the end of each month.

Budget overrun of 2% or greater from the agreed and documented budget for the affected baselined issue during the evaluation period under the applicable task order, while not exceeding overall task order budget.

At phase milestones

**1.2. Timeliness**

**1.2.1. Timely initial analysis**

The contractor shall complete the initial analysis of the issue and reports findings to the TOM within three business days or as specified within the task order or as specified by the TOM.

This activity occurs before Inception. Change Requests will be entered in ClearQuest. Initial analysis of requirements will be completed prior to the delivery of the initial plan submission (see 1.1.1). Change Request responses (cost estimate, analysis or further clarifications) will be updated in ClearQuest within time specified by the TOM.

Time

Various artifacts in ClearCase

Number of business days specified by the Task Order or as directed by the TOM

Initial analysis delivered to TOM within 1 business day of scheduled delivery.

Pre-Inception or Inception

At expected delivery date

**CISCO METRICS**  
1.2.2. Timely final analysis

**STANDARD**

The contractor shall complete and provide to the TOM the final issue analysis, which includes but is not limited to 1) user defined requirements; 2) Identification of application functions to be changed; and 3) documentation of acceptance criteria, within the default time period specified within the task order or as specified by the TOM.

**DESCRIPTION**

The final issue analysis will be represented via the RUP Requirements, Design and Test artifacts required in Inception and Elaboration phases as defined in the Development Case.

**TYPE**

Time

**TOOLS/ARTIFACTS**

Various artifacts in ClearCase

**CRITERIA**

Elaboration phase will complete within the period of time specified in the project plan

**MAX ERROR RATE**

Final analysis delivered to TOM within 2 business day of scheduled delivery.

**RUP PHASE**

Elaboration

**FREQUE**

At end of Elaboratic

**REQUIRED SERVICE**

1.2.3. Timely solution delivery

The contractor shall deliver work products (e.g., system builds) within the time frame agreed upon.

The UAT system build will be delivered according to project plan.

Time

System build is in ClearCase, the system executables are deployed to the user test environment, and the release has been documented in ClearQuest

Construction phase will complete (with UAT system build delivery) within the period of time specified in the project plan

Solution/work products delivered to TOM within 1 business day of scheduled delivery.

Construction

At end of Constructi phase, i.e delivery fo

**1.3. Quality Assurance**

1.3.1. Accurate issue analysis and solution design

The contractor's issue analysis shall result in a correctly designed solution that fully resolves the problem or enhancement request identified.

These activities are contained within the RUP Inception and Elaboration phases. Contractor will perform Quality reviews on all deliverables before each phase completion and provide a report to the TOM.

Quality

Artifacts come for a number of tools but are delivered into the CM repository: ClearCase.

The Contractor's QA team will produce a report of artifacts and activities for the Inception and Elaboration phase.

All planned artifacts, reviews and reports have been submitted and accounted for through Program Quality.

Inception and Elaboration

Inception; Elaboratio Reviews

1.3.2. Accurate action implementation

The contractor shall ensure that software changes correctly fix the problem identified or provide the specified enhancement without introducing any new problems.

Defects associated with this release should be entered and tracked in ClearQuest

Quality

ClearQuest

The UAT test using the defined system test cases results in no defects.

No defects found in UAT.

Transition

Close of L

1.3.3 Thorough test planning

The contractor shall prepare test plans as specified in each applicable task order and shall ensure that these plans cover the affected system modules and functions.

Test plans and cases are delivered artifacts before testing begins as specified in the Development Case. QA team will insure that test cases cover all defined requirements.

Quality

Test Manager, Test Plan, and Test Cases in ClearCase.

100% of functional requirements are covered by test cases.

2% of functional requirements are not covered by test cases

Elaboration or Construction (as defined by Development Case)

Delivery of cases

**1.4. Quality Control**

1.4.1. Thorough testing

The contractor shall fully test all applications to ensure that all are functioning properly prior to their delivery to the TOM for acceptance testing.

The final system build for a release will have a full functional system test run, and a test report will be delivered before UAT

Quality

Test report in ClearCase, and the UAT release has been documented in ClearQuest

100% of system tests completed prior to UAT.

0% of functional test cases run.

Construction

Close of Constructi phase

1.5. Thorough documentation

The contractor shall produce, update and maintain, as necessary, all documentation specified by the TOM, prevailing NRC SDLCM methodology, and Configuration Management policy.

All documentation required will be defined in the Development Case and delivered at the phases specified therein. Contractor will perform Quality reviews on all deliverables.

Quality

Artifacts in ClearCase

The Contractor's QA team will produce a CM audit for all deliverables.

No required artifacts missing from deliverables.

All phases

Close of a phase

## **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 MD12.1, "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 sensitive unclassified information (Safeguards, Official Use Only, and Proprietary 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.

### **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."

### **SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL**

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access. 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.

A contractor employee shall not have access to NRC facilities 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. Final access will be approved based on favorably adjudicated background checks by General Services Administration in accordance with the procedures found in NRC Management Directive 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. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

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. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable GSA Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify SB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

#### **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.

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."