

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 2

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

BPA NO.

1. DATE OF ORDER 09/30/2005		2. CONTRACT NO. (If any) GS35F0007M		6. SHIP TO:	
3. ORDER NO. DR-33-05-366		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. 10570778C/CIO-05-366	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Valerie M. Whipple Mail Stop T-7-I-2 Washington, DC 20555				a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Stanley Wood	
7. TO:				b. STREET ADDRESS Mail Stop: T6F33	
				c. CITY Washington	
a. NAME OF CONTRACTOR VERISIGN INC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 1666 K Street Suite 410				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY 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.	
d. CITY Washington		e. STATE DC	f. ZIP CODE 20006		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 510-15-5E3-338 J1247 252A 31X0200.510 \$166,502.00 510-15-5F1-342 J1208-2 252A 31X0200.510 \$40,000.00				10. REQUISITIONING OFFICE CIO OIS/ICOD/DBB	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL		<input checked="" type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED	
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS	
<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/30/05 - 12/30/05	
a. INSPECTION	b. ACCEPTANCE	16. DISCOUNT TERMS NET 30			

17. SCHEDULE (See reverse for Rejections) See CONTINUATION Page

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	The U.S. Nuclear Regulatory Commission hereby accepts VeriSign's offer dated 09/08/2005 to perform the attached statement of work for the "NRC Managed Public Key Infrastructure (MPKI) Expansion" at the price listed in the attached schedule. This is a firm fixed price order in the amount of \$206,502. The amount of \$206,502 is obligated at this time. The period of performance of this order is September 30, 2005 through December 30, 2005. ATTACHMENTS: 1. Schedule 2. Statement of Work 3. NRC Form 187 4. Billing Instructions DUNS: 883894040 TIN: 943221585					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO:					
a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2					
b. STREET ADDRESS (or P.O. Box) Attn: (DR-33-05-366)					
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		\$206,502.00

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Robert B. Webber Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER	
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A.4. SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and program for their employees when operating company-owned, rented, or personally owned vehicles.

B.1. CONSIDERATION AND OBLIGATION

- (a) The total estimated amount of this order (ceiling) is **\$206,502.00**.
- (b) The amount presently obligated with respect to this order is **\$206,502.00**. The Contractor shall not be obligated to incur costs above this ceiling/obligated amount unless and until the Contracting Officer shall increase the amount obligated. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

U.S. Nuclear Regulatory Commission (NRC)
Office of Information Services (OIS)

Statement of Work

**NRC Managed Public Key Infrastructure (MPKI) Expansion
(RFQ No.: CIO-05-366)**

September 30, 2005

I. Purpose

To procure services to accomplish the planned and required tasks to modify, enhance, and expand the NRC Agency-wide Public Key Infrastructure (PKI)/Managed PKI (MPKI) service to meet the needs of the NRC.

II. Objective

The NRC desires to add the capability of issuing NRC digital certificates to non-NRC external users by implementing the second Certification Authority (CA) option of the existing NRC MPKI Service Agreement and an appropriate identity proofing process for external subscribers. NRC also requires that its identified PKI systems, processes, and policies be updated to the latest Federal PKI standards, policies, and guidelines as indicated below. This is to be accomplished through six high-level tasks:

1. Update NRC PKI Strategy, Certificate Policy (CP), and Certification Practice Statement (CPS) documents to align with Office of Management and Budget (OMB), National Institute of Standards and Technology (NIST), and National Archives and Records Administration (NARA) requirements
2. Migrate Internal Staff Verisign CA to Shared Service Provider (SSP)
3. Implement external CA to meet Federal Bridge Certification Authority (FBCA) Medium Assurance level requirements
4. Migrate legacy Verisign PKI OnSite Lite users to internal and external CA as appropriate
5. Assist with certification & accreditation efforts for NRC Agency-wide PKI

III. Background

NRC has an operational VeriSign MPKI 6.0 CA for internal staff certificate issuance with custom CP Addendum to the VeriSign Trust Network (VTN) CP and custom CPS for Level 3 Assurance. The CA, policies, and procedures are FBCA compliant at the Medium Assurance level (OMB Level 3). NRC also has a legacy VeriSign MPKI OnSite Lite CA with 500 subscribers that is approaching end-of-support. NRC must migrate these subscribers to the Agency-wide MPKI.

NRC has received new guidelines from NARA¹ as to the management and retention of PKI supporting documentation in the forms of the PKI transaction, PKI unique administrative records, and other administrative records (non-PKI). The set of NARA guidelines are considered part of the agency requirements for the purposes of this statement of work.

The NRC Local Area Network (LAN) support contractor is the primary IT support contractor at NRC for the development and maintenance of the IT infrastructure. The LAN contractor is

¹ http://archives.gov/records_management/policy_and_guidance/pki.html.

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responsible for the daily operation and maintenance of the MPKI, its local server components, and the internal subscriber certificate life-cycle processes.

IV. Detailed Task Description

The contractor shall:

Task 1:

1. Update NRC PKI Strategy, CP, and CPS documents.
 - 1.1. Perform up to 15 interviews with NRC managers, application owners, and project managers to gather requirements for internal and external PKI systems.
 - 1.2. Develop disaster recovery recommendations, including for the Continuation of Operations Plan (COOP), for internal and external CA.
 - 1.3. Define enrollment and validation processes for external subscribers based on NRC specified authentication data and FBCA Medium Assurance registration requirements. NRC expects that the in-person proofing step can be met through a notary public appearance for remote external subscribers.
 - 1.4. Review current NRC internal staff certificate registration procedures for compliance with the U.S. Federal PKI Common Policy Framework (FPKI Common) and recommend enhancements as needed.
 - 1.5. Develop recommendations for issuing device certificates under FPKI Common to NRC internal network devices for secure hypertext transfer protocol (https), Lightweight Directory Access Protocol over Secure Socket Layer (LDAPS), Secure shell server (ssh), virtual private network (VPN), and others.
 - 1.6. Review NRC CP Addendum and CPS for compliance with FIPS 201 and FPKI Common requirements for the internal CA and FBCA Medium Assurance requirements for the external CA. NRC desires to maintain only one CP and one CPS for all purposes, consistent with other Federal PKI implementations.
 - 1.7. In consultation with NRC officials, review NARA "Records Management Guidance For PKI Digital Signature Authenticated and Secured Transaction Records" March 11, 2005, and NARA PKI guidance documents of October 18, 2000 and March 14, 2003 referenced therein, and make recommendations to bring the NRC PKI into compliance.
 - 1.8. Locate legacy OnSite Lite agreement and examine for audit retention requirements. Verify with NRC whether these will be sufficient to meet NRC and federal requirements after Lite CA is decommissioned.

Deliverables for Task 1:

- 1.9. Updated PKI Strategy document with new and planned uses of PKI, contingency planning, disaster recovery strategy, complete descriptions of internal and external registration processes and Registration Authority (RA) responsibilities, and updated timeline for reaching NRC goals.
- 1.10. Updated CP Addendum document.
- 1.11. Updated CPS document.

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- 1.12. Identify or draft the 'legally binding and enforceable agreement' between the NRC and 'trusted PKI service provider' referenced by NARA, and submit for NRC legal review.
- 1.13. Develop and submit the Project plan, schedule and milestones for Tasks 2 through 5.

Task 2:

2. Migrate the Internal Staff CA to SSP.
 - 2.1. Implement approved changes to the registration process from Task 1.3.
 - 2.2. Develop Registration Practices Statement (RPS) as required for acceptance into SSP program.
 - 2.3. Develop an enrollment authorization application to populate the NRC registration data source to ensure that no one person can issue a certificate without cooperation.
 - 2.4. Enhance the current VeriSign/NRC ID proofing application (PERL based) to add the capture of a biometric (photo) for the audit trail, as required by FPKI Common.
 - 2.5. Obtain Federal PKI Policy Authority approval to assert the Common Policy Object Identifier (OID) in NRC staff SSP certificates.
 - 2.6. Add CA jurisdiction and enrollment processes for issuing special-purpose Safeguards Information (SGI) encryption certificates to approved NRC staff only.
 - 2.7. Provide a separate SGI certificate option in the enrollment authorization application in Task 2.3.
 - 2.8. Ensure that all Internal Staff CA systems can support the 10.5 year audit data retention and other requirements of FPKI Common.

Deliverables for Task 2:

- 2.9. Recognition from GSA that the NRC Internal Staff CA is part of the SSP program and in compliance with OMB guidance.
- 2.10. NRC acceptance of post-migration certificate operations.
- 2.11. NRC acceptance of SGI encryption certificate operations.

Task 3:

3. Implement External Partner CA at the FBCA Medium Assurance level.
 - 3.1. Develop and implement a complete external authorization, validation, and enrollment system to comply with Federal Bridge Medium Assurance requirements. The system will use NRC-specified authentication data to validate subscribers. FBCA in-person proofing requirements are expected to be met by notary public.
 - 3.2. Create jurisdiction and enrollment process for dual key-pair certificates for external subscribers.
 - 3.3. Create jurisdiction and enrollment process for special-purpose SGI encryption certificate for authorized external subscribers only.
 - 3.4. Add both external certificate options to enrollment authorization application from Task 2.3 or provide a separate enrollment authorization application.
 - 3.5. Develop user enrollment guide for remote external subscribers.
 - 3.6. Provide necessary documentation, assistance with interoperability testing, and LDAP compliance to enable NRC to cross-certify with the FBCA.

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- 3.7. Provide training to NRC staff and the NRC LAN support contractor staff on maintenance and troubleshooting of new components, applications, and processes introduced.
- 3.8. Ensure that all External Partner CA systems can support the 10.5 year audit data retention and other requirements as specified by FBCA Medium Assurance.

Deliverables for Task 3:

- 3.9. NRC acceptance of all systems, policies, and procedures in production to enable External Partner certificate issuance by November 29, 2005.
- 3.10. Registration Practices Statement if required for FBCA cross-certification.
- 3.11. Draft Subscriber Agreement for external CA.
- 3.12. Submit documentation for FBCA certification.

Task 4:

4. Migrate legacy PKI OnSite Lite users to internal and external CA as appropriate.
 - 4.1. Legacy subscribers must be re-validated by processes defined in Tasks 2 and 3.
 - 4.2. Preserve audit trail as required by OnSite Lite agreement or NRC requirements agreed upon in Task 1.

Deliverables for Task 4:

- 4.3. NRC acceptance of successful migration and approval to decommission Onsite Lite CA.

Task 5:

5. Assist with certification & accreditation efforts for NRC Agency-wide PKI. NRC templates will be provided.
 - 5.1. Complete the draft of Risk Assessment compliant with the NRC template.
 - 5.2. Ensure Risk Assessment meets NARA requirements by revalidating the assurance levels for NRC PKI records based upon OMB and NIST guidelines.
 - 5.3. Complete the draft of Security Plan compliant with the NRC template.
 - 5.4. Complete the draft of Contingency Plan compliant with the NRC template.
 - 5.5. Assist with Contingency Plan test activities.
 - 5.6. Complete the draft of Contingency Plan Test Report compliant with the NRC template.
 - 5.7. Complete the draft of Security Test & Evaluation (ST&E) Plan compliant with the NRC template.
 - 5.8. Assist with remediation efforts as needed after independent security test.

Deliverables for Task 5:

- 5.9. Approved draft Risk Assessment, Security Plan, and Contingency Plan.
- 5.10. Approved draft Contingency Plan Test Report and ST&E Plan.

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V. Place of Performance

The work performed under this order shall be performed at NRC Headquarters, located at the White Flint North facility, in Rockville, Maryland and at the contractor site.

VI. Travel

Travel shall be limited to local travel only.

VII. Period of Performance

The period of performance of this contract is expected not to exceed December 30, 2005.

VIII. Estimated Level of Effort

The estimated level of effort for this contract Tasks 1 through 5 is 1,350 staff hours. This estimate is advisory only and not to be considered as the sole basis for development of a staffing plan.

IX. Project Officer

The designated Project Officer for this work is:

Name: Stanley Wood
Address: U.S. Nuclear Regulatory Commission
Mail-stop: T6F33
Washington, DC 20555
Telephone Numbers: (301) 415-7211
E-mail address: SDW@NRC.GOV

(b) Performance of the work under this contract 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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(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 contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

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

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- (1) Constitutes an assignment of work outside the general scope of the contract.
 - (2) Constitutes a change as defined in the "Changes" clause of this contract.
 - (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract.
 - (5) Terminates the contract, settles any claim or dispute arising under the contract, 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 contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract 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 contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract 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.

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- (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 contract.
- (4) Assist the contractor in obtaining the badges for the contractor personnel.
- (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.”
- (6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

X. Submission of Deliverables

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

Stanley Wood, Project Officer (1 copy)
U.S. Nuclear Regulatory Commission
Office of Information Services
Mail Stop T-6 F33
Washington, D.C. 20555-0001
Telephone: (301) 415-7211
Email: sdw@nrc.gov

Robert B. Webber, Contracting Officer (1 copy)
c/o Valerie M. Whipple, Contract Specialist
U.S. Nuclear Regulatory Commission
Office of Administration
Division of Contracts
Mail Stop: T-7 I2
Washington, D.C. 20555-0001
Telephone: (301) 415-6514
Email: VMW@nrc.gov

XI. Format of Deliverables

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. The format of deliverables shall be consistent. Unless the OIS Project Officer approves an exception, the Contractor shall provide all deliverables in Microsoft Word format.

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Each deliverable shall be submitted first in draft to the OIS Project Officer for review. OIS shall have five (5) working days to review each draft deliverable and respond with comments or approval. Within three (3) working days of approval by OIS of the original draft or the corrected draft, the deliverable shall be delivered in final form to the OIS Project Officer and the 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 OIS Project Officer.

If for any reason a deliverable cannot be delivered within the scheduled time frame, the Contractor shall contact the OIS Project Officer and the NRC Contracting Officer via e-mail or telephone indicating the cause of delay and the proposed revised schedule, to include the impact on the project. The NRC Contracting Officer is the only individual authorized to make any changes to the scope of work, schedule, or cost. Therefore, should any of these items require a change, it shall be brought to the Contractor's attention that approval shall be obtained from the NRC Contracting Officer, via a modification to the contract.

XII. Type of Contract

This shall be a fixed price labor hour delivery order with a ceiling.

XIII. Pricing

The Contractor shall provide the labor categories, number of hours, hourly rates, and total pricing for this effort.

XIV A.4 2052.215-70 Key Personnel (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

Name	Title
	

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

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(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

XV. Contractor Personnel

In the event of temporary absences such as, but not limited to, Contractor's personnel's time off, illness, and vacation leave, the Contractor shall immediately provide, as an interim coverage, a qualified substitute Contractor employee for the period of time during the Contractor employee's absence.

The NRC is a secure facility; therefore, all Contractor personnel shall enter through one of the NRC security checkpoints located in the lobby of each of the two NRC buildings.

XVI. Contractor Responsibilities

The services performed under this requirement by the Contractor, Contractor's personnel, consultants, or sub-contractors are provided by the Contractor as an independent Contractor in performing the requirements. The Contractor is responsible for the management, supervision, benefits, employment, termination, oversight, and decision on assignment of the Contractor and sub-contractor personnel. The Contractor is responsible for its personnel's proper conduct and performance under this requirement.

XVII. Initial Project Critical Timeline

In order to meet the goals and requirements of this contract by the dates specified in the individual tasks outline in Section IV of the Statement of Work, there is a critical path for the delivery of products under this contract. The following timeline is proposed by the NRC to meet those critical dates and it is suggested that the Contractor meet with the NRC immediately after award in order to reaffirm the critical dates for the deliverables.

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Task 1 Deliverables:

- 1.9 October 25, 2005
- 1.10 October 25, 2005
- 1.11 October 25, 2005
- 1.12 October 25, 2005
- 1.13 October 25, 2005

Task 2 Deliverables:

- 2.9 November 8, 2005
- 2.10 November 8, 2005
- 2.11 November 8, 2005

Task 3 Deliverables:

- 3.9 November 29, 2005
- 3.10 November 29, 2005
- 3.11 December 7, 2005
- 3.12 December 21, 2005

Task 4 Deliverables:

- 4.3 December 29, 2005

Task 5 Deliverables:

- 5.9 December 14, 2005
- 5.10 December 14, 2005

XVIII. Security Requirements

2052.204-70 SECURITY (March 2004)

(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 Attachment 3) 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 (e.g.,

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Safeguards), 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, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor 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

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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.

(End of Clause)

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BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (FEBRUARY 2004)

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 (February 2004)

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

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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).

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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 (Attachment 3) 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).

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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 (Attachment 3) 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."

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

<p>1. CONTRACTOR NAME AND ADDRESS</p>	<p>A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)</p>	<p>2. TYPE OF SUBMISSION</p> <p><input checked="" type="checkbox"/> A. ORIGINAL</p> <p><input type="checkbox"/> B. REVISED (Supersedes all previous submissions)</p> <p><input type="checkbox"/> C. OTHER (Specify)</p>				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">B. PROJECTED START DATE</td> <td style="width: 50%;">C. PROJECTED COMPLETION DATE</td> </tr> <tr> <td style="text-align: center;">07/01/2005</td> <td style="text-align: center;">10/01/2005</td> </tr> </table>		B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE	07/01/2005	10/01/2005
B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE					
07/01/2005	10/01/2005					

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

A. DOES NOT APPLY <input checked="" type="checkbox"/>	B. CONTRACT NUMBER	DATE
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4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

NRC Managed Public Key Infrastructure (MPKI) Expansion

5. PERFORMANCE WILL REQUIRE	A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
			SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
	<input type="checkbox"/> YES (If "YES," answer 1-7 below) <input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)					
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION		<input type="checkbox"/>				
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)		<input type="checkbox"/>				
3. GENERATION OF CLASSIFIED MATTER.		<input type="checkbox"/>				
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.		<input type="checkbox"/>				
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.		<input type="checkbox"/>				
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.		<input type="checkbox"/>				
7. OTHER (Specify)		<input type="checkbox"/>				

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.

8. 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 Arnold E. Levin, Director, OIS/ICOD	SIGNATURE 	DATE 
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7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES
N/A

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

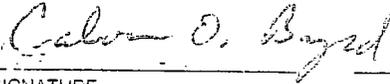
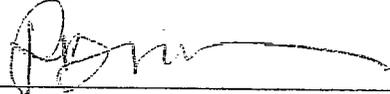
AUTHORIZED CLASSIFIER (Name and Title) DIVISION OF FACILITIES AND SECURITY

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 Arnold E. Levin, Director, OIS/ICOD	SIGNATURE 	DATE 5/26/05
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Thomas O. Martin K. Greene Acting Dir. DES	SIGNATURE 	DATE 7-25-05
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Mary Lynn Scott	SIGNATURE 	DATE 7/25/05

REMARKS