

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER SEP 30 2008		2. CONTRACT NO. (if any) GS35F4338D		6. SHIP-TO:	
3. ORDER NO. NRC-DR-10-08-417		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Neha Dhir Mail Stop: TWB-01-B10M Washington, DC 20555		4. REQUISITION/REFERENCE NO. 10-08-417		b. STREET ADDRESS	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR BEARINGPOINT, LLC		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1676 INTERNATIONAL DR		REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		Except for billing instructions on the reverse, this delivery 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.	
d. CITY MC LEAN		e. STATE VA	f. ZIP CODE 221024832		
9. ACCOUNTING AND APPROPRIATION DATA B&R 84015-5B146 JC H1207 BOC 252A APPN X0200 FFS ADM-08-417 DUNS 12-559-0674 OBLIGATION \$490,689.30		10. REQUISITIONING OFFICE ADM			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT N/A	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE				

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 contractor shall provide NRC with assistance in completing the next phase of its HSPD-12 implementation as identified in the HSPD-12 Implementation Roadmap.</p> <p>Delivery Order Type: Labor Hour Period of Performance: 9/30/2008 - 3/30/2009</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages) 17(i) GRAND TOTAL
	21. MAIL INVOICE TO:						
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov						
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue						
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230		\$490,689.30		

22. UNITED STATES OF AMERICA
BY (Signature):

23. NAME (Typed)
Neha Dhir
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

Please indicate your acceptance of this order by having an official who is authorized to bind your organization execute this document in the space provided below.

Mario Morales
Name

9/29/2008
Date

Managing Director
Title

TASK ORDER TERMS AND CONDITIONS

A.1 Statement of Work

Objective

To provide the NRC with continued guidance and recommendations on how best to structure and implement its HSPD-12 program based on NRC requirements, industry best-practices, and past lessons learned.

Introduction

On September 29, 2007, the Nuclear Regulatory Commission (NRC) issued BearingPoint a contract for the Homeland Security Presidential Directive 12 (HSPD-12) Consulting Project. The project required BearingPoint to assess NRC's existing business processes and technologies and make recommendations to support compliance with HSPD-12. As part of the effort, the BearingPoint team met with the various stakeholders in NRC's HSPD-12 processes. The output of these interviews, documentation provided by NRC, and BearingPoint's experience in consulting and implementing HSPD-12 programs led to the development of four deliverables to provide guidance and recommendations to NRC:

- The Current Environment Report, outlining the existing business process and IT systems supporting the NRC credentialing process (delivered on 12/20/2007);
- The Requirements Analysis Report, identifying the NRC's business and technical requirements for HSPD-12 and technical alternatives with a recommendation for the NRC HSPD-12 solution (delivered on 1/24/2008);
- The Implementation Roadmap, defining the priorities and implementation steps for NRC's HSPD-12 functional program rollout and Physical and Logical Access Control System Integration (delivered on 2/29/08); and
- The Perimeter Control Plan, evaluating the existing physical security countermeasures and providing recommendations for using the HSPD-12 credential for physical access (delivered on 2/29/08).

Continuation of HSPD-12 Support

The NRC needs to continue the HSPD-12 support to get ready for implementing the full program at the NRC. In order to continue with the primary objective of supporting the NRC in meeting its HSPD-12 compliance goals, the NRC needs to have BearingPoint continue its consulting services to reach HSPD-12 compliance. The proposed tasks, detailed in this statement of work, discuss the nature of the requirements and support the NRC will need to ultimately reach its HSPD-12 agency goals.

Scope

NRC will begin to take the steps outlined in the HSPD-12 Implementation Roadmap that NRC developed with BearingPoint's support to continue compliance with the HSPD-12 directive and to have success in meeting its identify and access management goals. This statement of work describes several task areas where the contractor's immediate support will accelerate NRC's progress toward meeting its milestones for HSPD-12 compliance. Those task areas include the documentation of official sources of identity management data and the requirements for sharing that data, an alternatives analysis for a central Identify Management System (IDMS) to house shared identity data, the development of use cases for future credentialing processes, and overall program management to include such services as communications and management reporting.

HSPD-12 Support

The Implementation Roadmap that BearingPoint delivered under the HSPD-12 Consulting Project identified the key activities and milestone events that NRC must complete during the Strategy, Design, Build and Deploy Phases of implementing its HSPD-12 program. The primary tasks and deliverables are divided into five core functions. They are: Development of Use Cases, Development of Process Workflows, Identification of Data Sources, Determination of Approach to NRC IDMS, and Program Management Support.

Task Area 1: Identify Data Sources ✓

Identification of data sources is a critical step prior to implementation of an HSPD-12 solution. It must be determined where data elements used by the HSPD-12 system, IDMS, PACS and LACS solutions will come from for all card holder groups. An important element of this task involves verifying the reliability and accuracy of any data obtained.

The contractor will determine the most accurate and reliable sources of data for the NRC population, including contractors and foreign assignees. Additionally, the contractor will develop an Interface Control Document (ICD) which will help standardize common data elements across NRC information systems. Standardizing the data elements will reduce the risk of communication and data transmission errors between systems and increase the reliability of the information.

The contractor will complete a detailed assessment of the functionality of IPSS and its data requirements. After delivery of the assessment, the contractor will develop a product evaluation matrix for NRC to use in determining the future use of IPSS.

Deliverables

- Identified data sources for each of the following PIV groups:
- Employees
- Contractors
- Foreign Assignees
- Temporary Visitors
- Employees less than six months
- Contractors less than six months
- Interface Control Document for systems identified as data sources
- IPSS Assessment of functionality and data requirements

Task Area 2: Determine IDMS Approach ✓

An NRC IDMS is a necessary component for future integration with LACS and PACS systems and will provide NRC with an authoritative source of identity information for all card holders. Three options exist for establishing an NRC IDMS: creation of a data link between NRC and the GSA IDMS for utilization of

that data if the NRC stays with GSA, development of an NRC IDMS populated by data from NRC systems, and development of an NRC IDMS populated by data from the GSA IDMS. Each of these alternatives must be evaluated to determine the best fit for NRC. As the NRC moves toward an in-house solution utilizing the existing Managed Public Key Infrastructure (MPKI), the contractor will also assist in the development of the IDMS populated by data from NRC systems.

Relying on data gathered and analysis performed as part of the HSPD-12 Consulting Project, the contractor will determine the best approach toward meeting NRC's goal of obtaining an authoritative source of identity data. This approach will take into account the short term credentialing needs and data formatting issues as well as the long term objective of integration with LACS and PACS. This analysis will determine which of the three alternatives meets the current needs and affords the flexibility to meet unforeseen future requirements.

Deliverables

- IDMS alternatives analysis and recommendation document

Task Area 3: HSPD-12 Use Cases ✓

HSPD-12 use cases are a very useful method of planning the ways in which the new PIV credential will be utilized by the PIV population; they can also be useful for identifying opportunities for business process re-engineering to maximize organizational efficiency. When utilized prior to full program implementation, use cases will eliminate many of the delays that result from unforeseen scenarios involving both the HSPD-12 program and the end users.

Under the HSPD-12 Consulting Project, BearingPoint developed process workflow diagrams for NRC's existing use cases. The contractor will utilize the knowledge gained through this effort to develop a comprehensive suite of "to be" credential use cases and defined process workflows. The future use cases will be established through NRC working groups for agreement on which use cases need to be updated or developed. This work will help NRC avoid many of the problem areas associated with implementation of a new identification credential.

Deliverables

- *HSPD-12 Use Cases Document* providing detailed use cases and workflow diagrams for supporting PIV credential life cycle activities for NRC using the GSA HSPD-12 system and NRC's internal processes. Use cases should include:
 - Sponsor a PIV applicant
 - Enroll a PIV applicant
 - Issue a PIV credential
 - Reset PIN
 - Replace Lost/Stolen/Damaged Card
 - Credentials needed for Temporary Workers and Visitors
 - Frequently Asked Questions
 - Update NRC's PIV I Processes to PIV II Processes

Task Area 4: Program Management Support ✓ *Badge Design, etc*

Designed to support the overall success of the HSPD-12 program, a Program Management Office (PMO) is necessary to ensure that all Agency role holders and card holders have received proper training and certifications necessary to complete their assigned duties. A PMO is used to track and report the overall progress of the program as well as ensuring that all Agency objectives and needs are being met. An important element of this task is conducting stakeholder outreach.

The contractor will utilize its existing relationship with the various NRC HSPD-12 stakeholder groups to ensure that all of their needs and concerns are being addressed. The contractor will also include tracking program milestones to ensure that NRC's HSPD-12 initiative is meeting its assigned deadlines.

Effective and efficient communication and outreach is one of the most important steps in any major organizational change effort. It is designed to foster awareness and acceptance of the new features, capabilities, and responsibilities associated with the new PIV credential. Effective communication materials will foster end user buy-in which will result in broader acceptance of the organizational change and a smooth transition.

The contractor will provide NRC with communications materials designed to inform and educate its population about the upcoming organizational changes and new PIV credential. This approach is designed to facilitate a smooth transition with a minimum level of disruption to both the HSPD-12 program and the Agency's population. In order to accomplish this task, the contractor will develop materials and posters that can be readily distributed with ease throughout the organization and will provide card holders with the information necessary to obtain and use their new PIV.

Development of communication materials will begin once NRC approves the PIV use cases. The contractor will develop the communication materials and methods consistent with NRC's communications policies and procedures.

Deliverables

- Progress Tracking Reports
- HSPD-12 Program Communication Plan
- Informational Flyers
- HSPD-12 Posters
- NRC HSPD-12 Website
- Training guide or online training for Applicants in how to use and handle the PIV credential
- Informational Slideshow
- User surveys
- Email Communication Support
- Other ad hoc communication collateral identified in the communication plan
- NRC HSPD-12 PKI support including documentation support for a Statement of Work for HSPD-12 PKI Transition
- Other ad hoc Program Management tasks as identified by the PM

Place of Performance

The work performed under this order shall be performed at NRC Headquarters, located at the White Flint North facility, located at 11545 Rockville Pike, in Rockville, Maryland and at the contractor site.

Travel

Travel shall be limited to local travel only.

Period of Performance

The period of performance of this contract shall be 6 months from date of contract award.

Submission of Deliverables

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

Karen Cudd, Project Manager (1 copy)
U.S. Nuclear Regulatory Commission
Office of Administration
11555 Rockville Pike
Mail Stop: T6-E46
Rockville, MD 20852
301-415-6554
Karen.Cudd@nrc.gov

Contracting Officer (1 copy)
U.S. Nuclear Regulatory Commission
Office of Administration
Division of Contracts
Mail Stop: TWB-01-File Room
Washington, D.C. 20555-0001
301-492-3619
Neha.Dhir@nrc.gov

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 ADM Project Manager approves an exception, the Contractor shall provide all deliverables in MS Word, MS Project, MS Visio, or MS Excel.

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

If for any reason a deliverable cannot be delivered within the scheduled time frame, the Contractor shall contact the ADM Project Manager and 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.

Contractor Responsibilities

The services performed under this requirement by the Contractor, Contractor's personnel, consultants, or subcontractors 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.

A.2 PRICING SCHEDULE

Labor Category	Hourly Rate
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Project Director	
Security Program Manager	
Security Manager	
Security ES Technical Architect	
Security Senior IT Specialist	
IT Specialist	

A.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this delivery order is \$490,689.30. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this delivery order is \$490,689.30. 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 contract. 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 contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

A.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the expiration date.

A.5 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name: Karen Cudd
 Address: U.S. Nuclear Regulatory Commission
 Office of Administration
 11545 Rockville Pike M/S T6E46
 Rockville, MD 20852
 Telephone Number: 301-415-6554

(b) The project officer shall:

(1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.

- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
 - (3) Inspect and accept products/services provided under the contract.
 - (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
 - (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.
- (c) The project officer may not make changes to the express terms and conditions of this contract.

*To be incorporated into any resultant contract

A.6 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Mario Macaluso

Engagement Director

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.

(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.

A.7 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

A.8 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.9 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.