

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 9

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

BPA NO.

| | | | |
|---|--|---|--|
| 1. DATE OF ORDER SEP 08 2008 | 2. CONTRACT NO. (if any) GS35F0448N | 6. SHIP TO: | |
| 3. ORDER NO. NRCDR3308344T004 | MODIFICATION NO. | 4. REQUISITION/REFERENCE NO. 33-08-344T004 | |
| 5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Pearlette Merriweather Mail Stop: TWB-01-B10M Washington, DC 20555 | | a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission | |
| 7. TO: | | b. STREET ADDRESS Alan Sage Mail Stop T-2 C2M 11555 Rockville Pike | |
| a. NAME OF CONTRACTOR KNOWLEDGE CONSULTING GROUP, INC. | | c. CITY Rockville | d. STATE MD |
| b. COMPANY NAME | | e. ZIP CODE 20852 | |
| c. STREET ADDRESS 11710 PLAZA AMERICA DR STE 520 | | f. SHIP VIA | |
| d. CITY RESTON | e. STATE VA | f. ZIP CODE 201904741 | |
| 9. ACCOUNTING AND APPROPRIATION DATA B&R: 97S-15-5D1-328 JOB: N7343 BOC:252A APN: 31X0200.975 | | 10. REQUISITIONING OFFICE CSO | |
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | | 12. F.O.B. POINT | |
| <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> e. WOMEN-OWNED <input type="checkbox"/> f. HUBZone <input type="checkbox"/> g. EMERGING SMALL BUSINESS | | | |
| 13. PLACE OF | | 14. GOVERNMENT B/L NO. | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 9/07/2010 |
| a. INSPECTION SEE BLOCK 6 | b. ACCEPTANCE SEE BLOCK 6 | | 16. DISCOUNT TERMS NET 30 |

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) |
|-----------------|---|-------------------------|-------------|-----------------------|---------------|--------------------------|
| | DUN#007232429 The Contractor shall provide services in accordance with the attached SOW. The period of performance is 9/8/2009-9/30/2010 plus one (1) option period. NRC PO: Alan Sage, 301-415-7060, email: alan.sage@nrc.gov <div style="background-color: black; width: 200px; height: 20px; margin: 5px 0;"></div> Indicate acceptance of this task order by having an official authorized to bind KCG sign. <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Signature Name Maryann Hirsch Title President </div> <div style="text-align: center;"> 9/8/09 Date </div> </div> | | | See CONTINUATION Page | | |

| | | | |
|---|---|---|--|
| 18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO. | 17(h) TOTAL (Cont. pages) |
| 21. MAIL INVOICE TO: | | | |
| SEE BILLING INSTRUCTIONS ON REVERSE | a. NAME Department of Interior / NBC NRCPayments@nbc.gov | | 17(i). GRAND TOTAL \$44,707.70 |
| | b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue | | |
| | c. CITY Denver | d. STATE CO | |
| 22. UNITED STATES OF AMERICA BY (Signature) | | 23. NAME (Typed) Pearlette Merriweather TITLE: CONTRACTING/ORDERING OFFICER | |

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OPTIONAL FORM 347 (REV. 4/2006) PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

TEMPLATE - ADM002

SUNSI REVIEW COMPLETE

SEP 10 2008

ADM002

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Period of Performance and Cost

The period of performance for Task Order No. 4 is September 8, 2009, through September 30, 2010 for the base period. The term of this task order may be extended at the option of the Government for an additional one-year option periods, from October 1, 2010 – September 30, 2011.

This is a fixed price task order. The total amount of this task order, if all option periods are exercised, is as follows:

Base Period: \$44,708.00
 Option Year 1: \$29,281.00
 Total: \$73,957.71

Price Schedule - Task Order No. 4 under NRC-DR-33-08-344:

Base Period: FY2009 9/8/2009 – 9/30/2009

| NRC Labor Category | KCG GSA Labor Category | Labor Hours | Discounted Labor Rate | Total |
|--|------------------------|--------------|-----------------------|--------------------|
| Program Manager | Program Manager | 1.5 | \$97.00 | \$142.50 |
| Subject Matter Expert (SME) | EIAE IV | 35.4 | \$202.30 | \$7,144.07 |
| Senior Certified Information Systems Security Professional | EIAE III | 143.5 | \$114.10 | \$16,635.78 |
| Total Base Period, FY09 | | 180.4 | | \$23,949.07 |

Base Period: FY2009 10/10/2009 – 9/30/2010

| NRC Labor Category | KCG GSA Labor Category | Labor Hours | Discounted Labor Rate | Total |
|--|------------------------|--------------|-----------------------|--------------------|
| Program Manager | Program Manager | 1.2 | \$102.95 | \$123.53 |
| Subject Matter Expert (SME) | EIAE IV | 48.4 | \$127.67 | \$6,193.75 |
| Senior Certified Information Systems Security Professional | EIAE III | 121.5 | \$118.86 | \$14,441.35 |
| Total Base Period, FY10 | | 171.1 | | \$20,758.63 |
| Grand Total Base Period, | | 351.5 | | \$44,707.70 |

Option Year One: FY2010 10/1/2009 – 9/30/2010

| NRC Labor Category | KCG GSA Labor Category | Labor Hours | Discounted Labor Rate | Total |
|--|------------------------|--------------|-----------------------|--------------------|
| Program Manager | Program Manager | 1.6 | \$109.17 | \$174.07 |
| Subject Matter Expert (SME) | EIAE IV | 65.2 | \$127.67 | \$8,727.02 |
| Senior Certified Information Systems Security Professional | EIAE III | 153.6 | \$132.84 | \$20,348.92 |
| Total Option Year One | | 220.4 | | \$29,250.01 |

Total Task Order Price: \$73,957.71

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Travel, other than local travel, will not be needed on this task order. Local travel expenses will not be reimbursed.

Consideration and Obligation - Accounting and Appropriation Data

FY 2009 funding in the amount of \$44,707.70 is obligated to partially fund this task order.

The issuance of Task Order No. 4 does not change any terms and conditions of the subject delivery order.

NRC contacts during the course of this task order are:

Technical Matters:

Bill Dabbs, Project Officer, phone 301-415-0524, CSO, Mail Stop T-2-C2M, email Bill.Dabbs@nrc.gov.

Alan Sage, Technical Point of Contact, phone 301-415-7060, CSO, Mail Stop T-2-C2M, email Alan.Sage@nrc.gov.

Contractual Matters:

Pearlette Merriweather, Sr. Contract Specialist, phone 301-492-3614, ADM/DC/CMB3, Mail Stop TWB-01-B10M, email pearlette.merriweather@nrc.gov.

1. Objective

The Federal Information Security Management Act (FISMA) of 2002 requires that each agency develop, document, and implement an agency wide (includes NRC headquarters facilities, regions, etc.) information security program for the information and information systems that support the operations and assets of the agency. These systems include those provided or managed by (1) another agency, (2) contractor, or (3) other source.

Agencies must perform periodic assessments of the risk and magnitude of the harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the agency. Consistent with the statement of work, the objective of this task order is to assist the U.S. Nuclear Regulatory Commission (NRC) in establishing and maintaining an effective, efficient and responsive information systems security program.

Continuous Monitoring is performed to ensure the security controls for the information system continue to be applied over time in light of the inevitable changes that occur in the system as well as the environment in which the system operates. It also effectively transforms an otherwise static security control assessment and risk determination process into a dynamic process that provides essential, near real-time security status information to NRC senior management and Designated Approving Authorities (DAAs).

Continuous Monitoring is an ongoing process under the authority of the CISO that promotes constant oversight and provides accurate reporting metrics, measures, and trend analysis for CIO, OMB, and Congressional oversight committees.

2. Type of Task Order

This is a firm fixed price task order.

3. Background

This activity will assist in ensuring NRC information systems adhere to federally mandated and NRC defined security requirements. Also, this activity will help the NRC to identify and understand the risks associated with operating these information systems, and improve the processes applied to mitigate these risks.

A **Major Application (MA)** is a computerized information system or application that requires special attention to security because of the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of the information in the application. Because of their impact on the agency mission and the information they contain or process, Major Applications require special management oversight. (See OMB Circular A-130, Appendix III.) For example, an agency wide financial management system containing NRC's official financial records would be a Major Application. A computer program or a spreadsheet designed to track expenditures against an office budget would not be considered a Major Application. Similarly, commercial off-the-shelf software products (such as word processing software, utility software, or general purpose software) would not typically be considered Major Applications.

A **General Support System (GSS)** is an interconnected set of information resources under the same direct management control that shares common functionality. It normally includes hardware, software, information, data, applications, communications, and people. (See OMB Circular A-130, Appendix III.) The mission objective of a GSS is to provide automated information systems (AIS) resources in support of the organizational mission. Typical GSSs are LANs, WANs, servers, and data processing centers.

A **Listed System** refers to a computerized information system or application that processes sensitive information requiring additional security protections, and that may be important to the operations of an NRC office or region, but is not an MA when viewed from an agency perspective. Most NRC systems rely on the security protections provided by the NRC LAN/WAN GSS. However, NRC offices have developed a number of additional non-major applications that are processing sensitive data such as individual privacy act information, law enforcement sensitive information, sensitive contractual and financial information, and other categories of sensitive information that the sponsor has determined will require additional security protections beyond the basic security provided by the NRC LAN/WAN. For those types of non-major applications that the sponsor has built in additional security protections and controls because of the added sensitivity of the information being processed; such a non-major application shall be categorized as a Listed System. The security plan for a listed system will describe those additional security protections and controls. These additional security controls could refer to the use of additional passwords, or the use of additional security technology such as virtual private networks (VPNs), digital signatures, secure Web sites, or other security solutions based on the use of public key infrastructure (PKI) technology. In addition, any system that processes classified information or unclassified Safeguards Information (SGI) that is not a GSS or a MA shall be categorized as a Listed System. An abbreviated security plan format that is compliant with National Institute of Standards and Technology (NIST) security plan guidance is available on the NRC internal web site.

The following link identifies the documents that make up the C&A Package of an NRC information system: http://www.internal.nrc.gov/pmm/index.htm#pmm_security_c&a/guidances/roadmaps/iss_c%20a_deliv_EA44A8FB.html. Depending upon whether the system is a GSS, MA, or Listed System, the requirements may include: Security Categorization, Privacy Impact Assessment (PIA) (if needed), E-Authentication Risk Assessment (if needed), Security Risk Assessment (SRA) Narrative, Security Risk Assessment (SRA) Asset List, Security Risk Assessment (SRA) Details, System Security Plan (SSP), Standard Test and Evaluation (ST&E) Plan, ST&E Report, Vulnerability Assessment Report (VAR), Plan of Action and Milestones (POAM) Report, and Contingency Plan (CP).

4. Scope of Work

In the base year (FY09), the contractor shall develop a Continuous Monitoring (CM) implementation and communication plan, associated briefing materials, and provide expert advice to CSO on the integration of CM into the overall security authorization and other NRC processes.

The contractor shall meet with four(4) NRC offices (to be identified by the PO) in the base period to review the IT security artifacts of two (2) systems within each office, their Plans of Action and Milestones (POA&M), and any current IT security items in accordance with the CSO Continuous Monitoring process (already provided). The contractor shall develop a Continuous Monitoring report and score card to record the results of the CM review for each office reviewed. Similarly, the contractor shall perform CM reviews of two NRC offices (two (2) systems per office) in option year 1 (FY11).

Based upon the outcome of the reviews, the contractor shall develop a summary of action items and outstanding items. The status of the elements reviewed below shall be incorporated into a CM report.

CM reviews will include but not be limited to:

- Develop meeting agendas
- Take, track and distribute meeting minutes
- Evaluate system changes within an office, their system POAMs, annual security control testing and adherence to security policy

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- Assess the effectiveness and timeliness of vulnerability scanning, patching and configuration management plans and progress
- Evaluate the accuracy and currency of system Security Plans, Risk Assessments, Incident Response Plans, Contingency plans and system interconnection agreements and inventory
- Final CM report summarizing findings

| Deliverables | Responsibility | Delivery Schedule |
|--|----------------|--|
| CM implementation & communication plan, briefing materials | Contractor | Draft 10WD after award, Final 10WD after government comments |
| Meeting agendas, minutes | Contractor | 5WD prior to CM review, and 5WD after CM review, respectively |
| CM reports | Contractor | Draft 5WD after CM review, Final 10WD after government comments |
| Work effort nearing ceiling | Contractor | When less than 25 percent of maximum authorized hours are available |
| Work effort status reports | Contractor | Integrated into overall required weekly and monthly contract status reports. |

(WD_ working days)

Information Handling and Ownership

The products and information associated with, or generated from, this project are considered sensitive information and property of the Nuclear Regulatory Commission and shall NOT be distributed, copied, transmitted, or by any other method, disclosed to the public or any individual without the express written permission of the NRC.

5. Travel

Travel, other than local travel, will not be needed on this task order. Local travel expenses will not be reimbursed by the NRC.

6. Meetings

The Contractor's technical representative shall attend monthly status meetings at NRC Headquarters to discuss work being done under this task order.

7. Technical Point of Contact

The SITSOSS Technical Point of Contact (Alternate Project Officer) is Behrooz Sabet, Senior IT Specialist, FISMA Compliance and Oversight Team, CSO. Mr. Sabet can be reached at 301-415-7107, Behrooz.Sabet@nrc.gov.

A.1 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: Alan Sage
Address: Mail Stop T-2-C2M
11555 Rockville Pike
Rockville, MD 20852
Telephone Number: 301.415.7060

(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:

(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

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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.

(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.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

A.2 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Matt Brown, Program Manager
Hank Williams, Subject Matter Expert
Philip LaViscount, Senior CISSP.

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.3 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.4 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.5 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

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extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of expiration of Task Order.

A.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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