

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1 OF 3
2. AMENDMENT/MODIFICATION NO. M001	3. EFFECTIVE DATE See Block 15c	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Attn: Michael Turner Mail Stop TWB-01B10M Washington, DC 20555	CODE 3100	7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Division of Contracts Attn: Michael Turner Mail Stop: TWB-01B10M Washington, DC 20555	CODE 3100	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PROJILITY, INC. 6300 GREENSBORO DR STE 800 MC LEAN VA 221023661			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-DR-33-10-371 M001 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 09-30-2010	
CODE 614748742	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required) N/A
NAICS CODE: 541511

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

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.102(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
The purpose of this modification is to:
(1) provide for a within scope change to revise the statement of work requirements.
(2) decrease the level of effort.
(3) extend the term of the contract.

Period of Performance: 9/30/2010 - 9/12/2011 (Changed)
Ceiling Amount: \$33,114.84 (Changed)
Obligation Amount: \$30,000.00 (Unchanged)

All other terms and conditions under this contract remains unchanged.

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

16A. NAME AND TITLE OF SIGNER (Type or print) <u>JOSE A. MACRUGH / CEO</u>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Turner Contracting Officer
13B. CONTRACTOR/OFFEROR <u>[Signature]</u> (Signature of person authorized to sign)	10B. UNITED STATES OF AMERICA BY <u>[Signature]</u> (Signature of Contracting Officer)
15C. DATE SIGNED 7/19/2011	16C. DATE SIGNED 7/15/2011

NSN 7540-01-152-6070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 93 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

JUL 20 2011

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

The purpose of this modification is to: (1) provide for a within scope change to revise the statement of work (SOW) requirements under the contract. As a result of this action, the level of effort is decreased by 416 staff hours from 588 staff hours to 172 staff hours, thereby decreasing the ceiling amount by \$52,400.24 from \$85,515.08 to \$33,114.84. **Note:** A breakout on the revised 172 staff hours are as follows: 44 staff hours for services performed under the previous SOW in which payment has been made in the amount of \$6,329.56, and 128 staff hours for services to be performed under the revised SOW for the amount of \$26,785.28; and (2) extend the contract period of performance through September 12, 2011. Reference is made to Projility's proposal dated March 25, 2011.

Accordingly, the following changes are hereby made:

1. The statement of work is deleted in its entirety and substituted with the attachment to this modification in lieu thereof.
2. Subsection A.2, entitled, "**Consideration and Obligation**," is deleted in its entirety and substituted with the following in lieu thereof:

"a. The total estimated amount of this contract for the products/services ordered, delivered, and accepted under this order is **\$33,114.84**. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with 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 contract is **\$30,000.00**. The Contracting Officer may issue orders for work up to the amount presently obligated. The obligated amount shall, at no time, exceed the order 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."

3. Paragraph 12.0 of the SOW, entitled, "**Period of Performance**," is deleted in its entirety and substituted with the following in lieu thereof:

"The period of performance of this contract will be September 30, 2010 – September 12, 2011."

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Modification No. 1
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A summary of obligations for this contract from award date through the date of this action is given below:

FY'10 Obligation Amount ----- \$30,000.00 (Basic Award)

Cumulative Total of NRC Obligations: **\$30,000.00.**

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

Office of Information Services
STATEMENT OF WORK
Business Analysis and Requirements Gathering Support Services

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) has an acquisition need for Information Technology (IT) business analysis, system review and process mapping technical assistance support for the Business Process Improvement and Applications Division (BPIAD) of the Office of Information Services (OIS). BPIAD is responsible for providing comprehensive strategic, analytical, business, and technical services in support of efficient and effective planning, acquisition, development, and management of IT investments and applications. BPIAD works with NRC program offices to improve awareness and acceptance of the role of project management, capital planning, and enterprise architecture in achieving the agency strategic and programmatic goals. BPIAD coordinates business requests for IT applications across the agency. BPIAD also develops and maintains programs to implement and support the agency's Information Technology/Information Management (IT/IM) Strategic Plan, including technology assessment, business process improvement, and application support.

The United States Nuclear Regulatory Commission (USNRC) Office of Small Business and Civil Rights (SBCR) has an established Small Business Program (SBP) with the primary purpose of advocating the interests of small businesses (SB), including those owned by the disadvantaged (SDB), women (WOSB), veterans (VOSB), service disabled veterans (SDVOSB), and those concerns located in Historically Underutilized Business Zones (HUBZone), in support of small business-related public policies implemented through the Federal Acquisition Regulations and presidential executive orders in support of the Federal Small Business Program. The SBCR SBP directs an agency-wide operational program to meet small business-related Federal laws, regulations, policies, and other socioeconomic objectives and goals. SBCR is seeking to better facilitate small business interaction with the agency through increased use of information technologies.

The work performed under this contract entails the technical assistance and support services for business analysis and requirements gathering documentation for the Small Business Program in the area of establishing a NRC "Business Gateway" application to respond to the marketplace. This Business Gateway application is envisioned to allow the agency to automate the collection, maintenance, and dissemination of prospective business information to the NRC for market research and other Federal acquisition purposes – thereby creating a business portal which would enable organizations marketing to the agency to showcase their capability and capacity through web technologies. The Small Business Program is automating the agency's response to marketing efforts by all sizes and types of businesses and enabling web-based showcasing of such capability, serving many purposes, including facilitating agency market research efforts. The Business Gateway will serve as the agency's electronic repository of business information which will be updated by the registrants. The Business Gateway tool will be secured, accessible and searchable, over the Web to all NRC employees, other Federal agencies, businesses, and the public.

2.0 OBJECTIVE

The purpose of the contract is to obtain qualified personnel to perform the business analysis, detailed requirements gathering, and market research for potential in-house applications, COTS, or GOTS packages that may be utilized as the basis for developing and deploying the "Business Gateway" application. The Contractor shall perform such research, and from it, make recommendations that reflect the understanding of sound business and system practices.

3.0 SCOPE OF WORK

The Contractor shall provide technical assistance in determining the appropriate technology platform for establishing a web-based "Business Gateway". Such a "gateway" would facilitate businesses, including large and small, universities, non-profits and other organizations to initially register with the agency, provide the means to allow the business to update the information, link or upload additional information (such as marketing collateral or summaries of experience), and to potentially facilitate matching agency need with potential marketplace capability.

The Contractor shall perform the following:

3.1.1 ESTABLISH THE REQUIREMENTS

- a. Review the scope and prior requirements – The Contractor shall attend an initial two-hour project kickoff meeting to discuss the purpose, objectives, and scope of the engagement. A package of prior information related to this effort is provided as attachments to this SOW and should be reviewed prior to the kickoff meeting. If necessary, a subsequent one-hour meeting will then be scheduled for answering any resultant questions or obtain further clarification.
- b. Finalize requirements/develop requirements matrix – Requirements are either developed or affirmed (from prior studies or from meetings with Project Team) and documented in a requirements matrix (spreadsheet). A presentation is to be created that summarizes the project purpose, scope, and objectives, as well as a high-level depiction of the requirements
- c. Ascertain technology and security issues – Meet with the Office of Computer Security (CSO), establish security categorization, meet with the Infrastructure and Computer Operations Division (ICOD), and meet with Enterprise Architecture (EA) to discuss boundaries and parameters on technology platform. Any security concerns/issues are stated in the requirements matrix under its own heading. Operating systems, server, network, or connectivity requirements are stated in the requirements matrix under its own heading.

3.2 PERFORM PRODUCT/SERVICES RESEARCH

- a. Perform Research of products – Research candidate products/services (in-house, COTS, GOTS), matching the product features against the functional requirements. Information that is researched for the product(s)/service(s) will be captured in additional columns in the requirements matrix.
- b. Targeted Interviews (of the vendors) – Perform targeted interviews/discussion with in-house staff or product vendors to obtain further clarification of product features and capabilities. If possible, attempt to gain some insight as to the magnitude of cost for

the product. As appropriate, document this in the expanded Requirements Matrix ("additional comments").

- c. Modify technology and security non-functional requirements, as appropriate – Based on product features and/or interviews, the technology and security non-functional requirements may need to be updated. If changes are needed, document this in the expanded Requirements Matrix.

3.3 DEVELOP PRODUCT/SERVICES SUMMARY DRAFT

Develop a product/services research report that essentially uses the Requirements Matrix as its basis. The report itself should, at a high level, summarize the findings of the product/services research. The content of the report should consist of the following:

- Introduction and Background
- Scope and Objectives of the product/services research task
- A high-level reiteration of the functional and non-functional requirements
- A listing and highlights of each product/services researched
- Conclusions
- Appendix – Expanded Requirements Matrix

3.4 DEVELOP FINAL PRESENTATION

Develop a final report/presentation, targeted for senior management that contains the following information:

- Introduction and Background
- Project Scope and Objectives
- A summary of the functional and non-functional requirements
- A discussion of the product/services researched
- Conclusions and Recommendations

3.5 WEEKLY STATUS REPORT

Develop/submit a weekly status report that contains the following information:

- General Project Status (displays the health of the project)
- Schedule Summary (summarizes how the project is progressing against the high level items within the schedule)
- Accomplishments This Period (discusses the recent activities accomplished for the current period)
- Upcoming Activities and Milestones (discusses the milestones that are due for next period)
- Issues (lists any new and open issues that have arisen and how they are being managed)
- Risks (lists any new and open risks that have been indentified and how they are managed)
- Project Deliverables List and Status (status of project deliverables)
- Project Budget Status (project budget, cost to date, and remaining budget)

4.0 KEY PERSONNEL QUALIFICATIONS

The Contractor shall provide knowledgeable and well qualified individuals for personnel with demonstrated experience in project management practices and web development implementations.

5.0 PLACE OF PERFORMANCE AND MEETINGS AND TRAVEL

The contractor support personnel may perform all of the requirements of this contract "onsite" to the NRC:

U.S. Nuclear Regulatory Commission
11555 Rockville Pike
Washington, DC 20555

Office space and computer workstations with telephone access will be provided by the NRC.

NOTE: The NRC has a shortage of workspace and therefore does not guarantee NRC will provide contractor support personnel with a workstation and computer support onsite to perform the PM's contract requirements listed herein.

The kick-off meeting will be held at NRC Headquarters located in Rockville, Maryland. Meeting hours start and end times are flexible but typically start no earlier than 8:00 a.m. and end no later than 5:00 p.m.

Travel shall be limited to the NRC headquarters, located at 11545 Rockville Pike, Rockville, Maryland 20852.

6.0 SCHEDULE OF TASKS

The contractor shall complete the following tasks as noted below:

Tasks	Requirements:	Due Date:
1. Kickoff meeting	Attendance by contractor Project Manager, agency customer and contractor staff	Five (5) business days after award of the modification
2. Develop Requirements and Requirements Matrix	Completion of 1 st draft of requirements matrix	3 weeks from date of award of the modification
3. Modify Requirements Matrix	Modify the requirements matrix based on feedback from Project Team	4 weeks from date of award of the modification
4. Perform Product/Services Research	Update the requirements matrix with products/services information found	6 weeks from date of award of the modification
5. Develop product/services summary report	Completion of product/services summary report	7 weeks from date of award of the modification
6. Develop product/services final presentation	Completion of product/services final summary presentation	8 weeks from date of award award of the modification

7.0 SCHEDULE OF DELIVERABLES

The contractor shall provide final draft documentation and reports as noted below:

Deliverable:	Acceptance Criteria:	Due Date:
1. Initial Requirements Matrix and summary presentation, including technology and security non-functional requirements	Approval by OIS/SBP Officials of Requirements Matrix (spreadsheet format, with distinct sections, such as business functional areas, system operational characteristics, retrieval and reporting needs, and technology-based needs) and presentation (clearly state the purpose, scope, and objectives and clearly show [at a high level] the requirements.	3 weeks from date of award of the modification
2. Updated Requirements Matrix	Approval by OIS Official for functional requirements	4 weeks from date of award of the modification
3. Updated Requirements Matrix (candidate product(s)/service(s) added)	Approval by OIS Official on a description of each candidate product/service. Candidate product(s)/service(s) shown as columns and a qualitative scale on how well the candidate product(s)/service(s) meet the requirement.	6 weeks from date of award of the modification
4. Weekly Status Report	In accordance with Section 3.5, Weekly Status Reporting	Weekly, with first one starting 10 days after award of the modification
5. Products/Services Summary Report	Approval of an MS-Word-based document with the Appendix containing the Requirements Matrix (expanded). A clear table of contents should be included.	7 weeks from date of award of the modification
6. Final Presentation	Approval of presentation (in MS Powerpoint) and final documentation by the NRC Project Officer	8 weeks from date of award of the modification

8.0 SUBMISSION OF DELIVERABLES

The contractor shall provide monthly status reports and deliverables to the NRC Project Officer in electronic form as directed by the Project Officer on the date listed in Section 7.0, Schedule of Deliverables. The electronic formats used by the NRC for performance under this contract are MS Word, MS Powerpoint, and Excel. The font size to be used on all documents is Arial 11 with one (1) inch margins on both sides, except for Excel documents.

Upon receipt of the draft documentation, the NRC Project Officer will review and provide comments, via email, to the contractor within five (5) business days. The contractor shall modify the draft version, based on comments provided by the NRC Project Manager, within five (5) business days, to develop the final version of the documentation. The final draft version of the document shall be submitted via email to the NRC Project Officer for acceptance.

9.0 QUALITY ASSURANCE

The NRC Project Officer/Contracting Officer shall review all deliverables and provide comments on Contractor submitted draft documents. The Contractor shall incorporate all NRC comments into the final deliverables. All final deliverables will be reviewed and approved by the NRC Project Officer. The Contractor shall be responsible for the implementation of a quality assurance program through which all products and services must pass prior to delivery to the Government. The Contractor shall establish quality assurance methods and procedures which demonstrate a commitment to ensuring the ability to deliver to the Government the best quality products and services, and in developing improvements in performance, productivity and management of this contract.

10.0 RESTRICTIONS ON USE AND DISCLOSURE OF INFORMATION

a. Work under this contract will involve access by the Contractor to the following:

(1) Proprietary Information: technical information, such as trade secrets, that is proprietary to another person or firm and/or of such nature that its dissemination or use, other than in performance of this contract, would be adverse to the interests of the Government and/or others;

(2) Confidential Information: financial or commercial information concerning another person or firm that is privileged or confidential;

(3) Restricted Use Information: information and data in the possession of the Government that the Government obtained under conditions that restrict the Government's right to use and disclose the information and data.

b. The Contractor agrees in consideration of being granted access to the information described above to accept the obligations and restrictions contained in the Nondisclosure Agreement contained in Attachment 1 of this contract. Acceptance shall be acknowledged by executing and returning Attachment 1 to the Contracting Officer. Employees having access to such data shall execute Attachment 1 which the contractor shall maintain and provide to the Contracting Officer upon completion of work requiring such access.

11.0 PROJECT MANAGEMENT METHODOLOGY

Any and all work performed under this contract shall be in accordance with NRC's Project Management Methodology set forth in Management Directive 2.8. For more information on Management Directive 2.8, please visit the following hyperlink: <http://www.nrc.gov/reading-rm/doc-collections/management-directives/>.

12.0 PERIOD OF PERFORMANCE

The period of performance of this contract will be September 30, 2010 – September 12, 2011.

13.0 PRECLUSION FROM BIDDING ON THE DESIGN AND DEVELOPMENT OF THE NRC BUSINESS GATEWAY SYSTEM

The Contractor awarded this contract shall be ineligible for the subsequent design and development contract for the NRC Business Gateway tool and NRC Business Exchange Center. The contractor will also complete the attached Non-Disclosure form.

14.0 CONTRACT PERFORMANCE CLOSEOUT

The contractor shall ensure that the NRC data processed during the performance of this contract shall be purged from all data storage components of the contractor's computer facility, and the contractor will retain no NRC data within 30 calendar days after contract is completed. Until all data is purged, the contractor shall ensure that any NRC data remaining in any storage component will be protected to prevent unauthorized disclosure.

15.0 PLACE OF DELIVERY--REPORTS (JUN 1988)

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

(a) Project Officer (1 copy)

US Nuclear Regulatory Commission
ADM/DFS/FSB
ATTN: Wil Madison, Mail Stop: O-6D03M
Washington, DC 20555

(b) Contracting Officer (1 copy)

US Nuclear Regulatory Commission
ADM/DC/IMT
ATTN: Michael Turner, Mail Stop: TWB-01-010M
Washington, DC 20555

16.0 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: Wil Madison

Address: OIS/BPAID
Mail Stop O-6D030M
Washington, DC 20555

Telephone Number: 301-415-7221

(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 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.

OTHER APPLICABLE CONTRACT CLAUSES

17.0 SECURITY REQUIREMENTS

Performance of duties under the professional services task ordering portion of this contract may require unescorted access to NRC computer and network systems and an NRC IT-1 security access approval. The corresponding task order statement of work will specify whether unescorted access or IT-1 security approval is needed for that task. The following security requirements must be adhered to during the life of the contract:

- a. Issuing of credentials must comply with NIST SP 800-53 for operational, management, and technical controls.
- b. All system modifications must comply with NRC security policies and procedures, as well as federal laws, guidance, and standards to ensure FISMA compliance.
- c. The contractor shall ensure that its employees, in performance of the contract, receive IT security training in their role (e.g. system administrators must received training in the IT security of the operating system being used).
- d. The contractor shall not publish or disclose in any manner, without the contracting officer's written consent, the details of any protections either designed or developed by the contractor under this contract or otherwise provided by the government. The SSP and other information system security documentation for the contract are considered Sensitive Unclassified Information. The contractor agrees to abide by NRC regulations for handling sensitive unclassified information governed by the NRC's Sensitive Unclassified Non-Safeguards Information program (SUNSI), NRC's Management Directive (MD) 12.2, "NRC Classified Information Security Program" and NRC's MD 12.5, "NRC Automated Information Security Program."
- e. The contractors shall only use NRC provided e-mail accounts to send and receive information considered sensitive.
- f. Separation of duties for the systems must be enforced by the system through assigned access authorizations.
- g. The information system shall provide only essential capabilities and specifically prohibit and/or restrict the use of specified functions, ports, protocols, and/or services.
- h. The most restrictive set of rights/privileges or accesses needed by users (or processes acting on behalf of users) for the performance of specified tasks must be enforced by the system through assigned access authorizations.
- i. The contractor shall only use licensed software and in-house developed authorized code (including government and contractor developed) on the on the system and for processing government information. Public domain, shareware, or freeware shall only be installed after prior written approval is obtained from the NRC DAA. The contractor shall provide proof of licensing upon request of the contracting officer, the COTR, the SITSOs, or the DAAs.
- j. All development and testing of the systems shall be performed on a network separate and isolated from the NRC operational network that is protected at the prescribed sensitivity level.
- k. All system computers must be properly configured and hardened, and comply with all NRC security policies and procedures for the prescribed sensitivity of the system.
- l. An independent tester will be required to perform the security test, evaluation, and contingency testing on the system. The contractor shall support OIS in its efforts to certify and accredit the systems under FISMA by assisting with the completion of required security deliverables that include Memorandum of Understandings, Interconnection Security Agreements, Security Categorization, E-Authentication Risk Assessment, Security Risk

Assessment, System Security Plan, Contingency Plan, Security Test and Evaluation Plan, Security Test and Evaluation Execution Report, Contingency Scenario Execution Report, Corrective Actions Plan and Certification Letter.

m. The contractor shall support the NRC in its effort to conduct security tests and evaluation, and contingency tests as needed, to ensure system certification and for continuous monitoring activities. The contractor will provide assistance to the NRC and/or security contractor responsible for developing and performing the test.

n. User accounts that have system-level or administrative privileges must have a unique password from all other accounts held by that user, and general user tasks must be performed from a general user account, not from the administrative account.

o. The contractor shall not hardcode any passwords into the software unless the password only appears on the server side (e.g. using server-side technology such as ASP, PHP, or JSP).

p. All sensitive data being transmitted over a network by the system shall use FIPS 140-2 validated encryption. The contractor shall provide the FIPS 140-2 cryptographic module certificate number and a brief description of the encryption module that includes the encryption algorithm(s) used, the key length, and the vendor of the product.

q. All media produced must include appropriate markings to indicate the sensitivity of the information contained on the media and the media must be controlled according to that sensitivity.

18.0 2052.204.70 SECURITY

a. Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

b. It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if

known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

c. In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, other (Official Use Only) internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

d. Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

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

e. Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

f. Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

g. Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

h. Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production or 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.

19.0 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (July 2007)

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 and discretion over granting, denying, withholding, or terminating IT access approvals for individuals performing work under this contract.

The contractor shall conduct a preliminary security interview or review for each IT level I or II access approval contractor applicant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT security access for which the candidate has been proposed. The contractor will pre-screen its applicants for the following:

- (a) felony arrest in the last seven years;
- (b) alcohol related arrest within the last five years;
- (c) record of any military courts-martial convictions in the past ten years;
- (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years;
- (e) delinquency on any federal debts or bankruptcy in the last seven years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the signed contractor's pre-screening record or review will be supplied to FSB/DFS with the contractor employee's completed building access application package.

The contractor shall further ensure that its employees, any subcontractor employees and consultants complete all IT access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's facilities) is a contract requirement. Failure of the contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

SECURITY REQUIREMENTS FOR IT 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.

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary IT access may be approved based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved based on a favorably review or adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a reinvestigation every ten years.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two copies of the contractor's signed pre-screening record and two FD-258 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the contractor 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.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) and SF-86 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT 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.

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final IT access may be approved based on a favorable adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two copies of the contractor's signed pre-screening record and two FD-258 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the contractor 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.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), SF-86, and contractor's record of the pre-screening 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the PO by telephone in order that he/she will immediately contact FSB/DFS so that the access review 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 by the contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing 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 IT access.

20.0 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Personnel Security Branch, Division of Facilities and Security (PSB/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. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. 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 PSB/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."

21.0 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage. The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

22.0 52.224-70 DISCLOSURE OF INFORMATION

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

In performance of this contract, the contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its subcontractors shall be under the supervision of the contractor or the contractor's responsible employees.

Each officer or employee of the contractor or any of its subcontractors to whom any Government record may be made available or disclosed shall be notified in writing by the contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use of gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.