

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. M038		3. EFFECTIVE DATE 11-01-2012	4. REQUISITION/PURCHASE REQ. NO. CSO-13-003 10/1/12	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Wanda M Brown Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MAR, INCORPORATED 1803 RESEARCH BLVD STE 204 ROCKVILLE MD 208506106 CODE 062021639	FACILITY CODE	(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F0229K DR-33-06-317-T071
		X	10B. DATED (SEE ITEM 13) 08-31-2009

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) 2013-7S-51-J-145 N7343 252A 31x0200
 PPS# Obligate
 NAICS 541511

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 55.212-4
	D. OTHER (Specify type of modification and authority)

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) exercise a within scope change to the SOW by re-activating APT Risk Assessment Subtask 7.0, and decrease funding from labor by \$127,376.75 and increase ODC funding by \$107,171.00.
 See page 2 for modification details

Ceiling \$8,335,105.65 (changed)
 Total Obligation Amount \$6,521,302.00 (unchanged)
 Period of Performance 9/16/2009-7/31/13 (unchanged)
 This modification does not obligate funds; all other conditions remaining 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.

15A. NAME AND TITLE OF SIGNER (Type or print) Linda Klages VP Contracts	15C. DATE SIGNED 11-12-12	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wanda M Brown Contracting Officer	16C. DATE SIGNED 11-13-12
15B. CONTRACTING OFFICER <i>(Signature of person authorized to sign)</i>		16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	

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TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

The purpose of this modification is to exercise a within scope change in accordance to FAR 52.212-4 by re-activating APT Risk Assessment Subtask 7.0 and decrease funding from Category-Labor by \$127,176.75 from \$8,037,572.59 to \$7,910,395.84, and increase funding to Category-Other Direct Cost by \$107,171.00; increasing the ODC category from \$257,536.81 to \$364,709.081.

Accordingly, the following changes are hereby incorporated:

7.0 APT Risk Assessment

Purpose of this mod:

To re-activate the APT Risk Assessment service that was provided by the contractor in FY2011.

Objective:

On this task order DR330631771 to move money in the amount of \$107,200.00 from labor to Sub Task 7. Create a firm fixed price ODC that will allow the contractor to provide the NRC with an APT Risk Assessment service from November 1, 2012 until July 31, 2013.

The following is a description of the sub task that was utilized on DR330631771 during FY2011 for this Assessment. The intent is for the contractor to provide the same service during the dates specified above. The attached quote from the contractor is an estimate for these services.

Please note: bullet from Sub Task 7 was removed that specifically called out the dates the service would be provided.

In addition the Contractor will provide the NRC with the ability to view traffic and status provided by the Network Sensors to augment the CSO cyber situational awareness capability.

Subtask 7: Advanced Persistent Threat (APT)

APT is a sophisticated and organized cyber attack to access, compromise, and steal sensitive information. The intruders responsible for the APT attacks target the Federal Government, Defense Industrial Base (DIB), financial industry, manufacturing industry, and research industry. The attacks used by the APT intruders are not very different from other intruder attacks. The main differentiator is the APT intruder's perseverance and resources. They have malicious code (malware) that circumvents common safeguards such as anti-virus, firewalls, and intrusion prevention systems and they tend to generate more activity than wanton "drive by hacks" on the Internet. The intruders use APT to escalate their tools and techniques and expand their presence as a victim's capability to respond improves. The APT attacks present different

(3)

(4)

challenges than merely addressing common computer security breaches. Combating APT is a protracted event, requiring a sustained effort to reduce the threat to the infrastructure. Because of this threat, the NRC requires the Contractor to perform an APT risk assessment for the next year to gauge NRC's susceptibility to this type of attack.

All personnel working on this effort or allowed access to NRC information must be IT-1 or above cleared.

The Contractor will provide NRC with the following services:

- Provide a capability to passively tap into the traffic flow and collect traffic of interest for analysis. Until the collected data is unencrypted the data will be considered public since it is available via the Internet.
- All traffic of interest will be collected and analyzed on a dedicated server and laptop.
- The collection server capturing traffic of interest must be hardened and resistant to APT and other attacks. The collection server must be monitored to ensure trust is maintained.
- The configuration of the dedicated server and dedicated laptop analyzing the traffic of interest must meet NRC configuration standards and must be independently assessed by the NRC to determine compliance. Analysis will not begin until this is accomplished.
- All communications between the server and laptop used to analyze traffic must be protected using NIST FIPS 140-2 (level 2) validated encryption.
- Only cleared personnel will be allowed to install, operate, or maintain the hardware and software used to support this effort.
- All outbound traffic that is captured and unencrypted (no longer public) must be protected using NIST FIPS 140-2 (level 2) validated encryption at all times (including at rest).
- All configuration changes to the dedicated server and dedicated laptop analyzing the traffic of interest must be approved by the NRC prior to change implementation. The NRC Project Officers will provide a list of changes that do not require NRC approval.
- The Contractor will notify the NRC immediately if any serious or catastrophic risk or vulnerability is detected.
- The NRC reserves the right to determine how all security incidents are handled.
- The Contractor will participate in Bi-weekly conference calls to discuss task status with the Project Officer, alternate Project Officer, and task sponsors.
- The Contractor will submit Monthly Technical Reports summarizing activities that have occurred on the task within the last 30 days. The Monthly Technical Reports must be delivered to the NRC Project Officer and Alternate Project Officer no later than the 5th working day of each month. The Contractor will meet with the NRC in person to discuss these reports.
- The Contractor will provide the NRC with a Formal Management Report that describes all threats and risks seen each quarter. The Formal Management Report is due to the NRC Project Officer and Alternate Project Officer no later than the 15th business day of the following quarter. The Contractor will meet with the NRC in person to discuss these reports.

- The Contractor will provide and the NRC will host the tap and the device that collects traffic of interest. The Contractor will host at their facilities the dedicated server and dedicated laptop that analyzes the traffic of interest. All analysis of suspicious traffic will be performed on this dedicated equipment.

Please note: Travel is not required for this effort

4.0. Funding

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$8,335,105.65 (includes \$60,00.00 for NTE Travel and NTE ODC \$364,709.81)

(b) The amount presently obligated with respect to this task order is \$6,521,302.00 .

A summary of obligations for this delivery order from award date through the date of this action is given below:

FY'09 Obligation Amount-----	\$ 755,205.00
FY'10 Obligation Amount-----	\$ 2,026,293.00
FY'11 Obligation Amount-----	\$ 1,565,946.00
FY'12 Obligation Amount-----	\$ <u>2,173,858.00</u>
Cumulative total of NRC obligations is:	\$ 6,521,302.00

This modification does not obligate funds in. All other terms and conditions remain unchanged.