

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

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

BPA NO.

1. DATE OF ORDER 09-30-2003		2. CONTRACT NO. (If any) GS-35F-4640G		6. SHIP TO:	
3. ORDER NO. NRC-33-01-193-005		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. N33-01-179 - 4/30/03	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Center 1 Mail Stop: T-7-I2 Washington, DC 20555				a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Office of Nuclear Mat'l Safety & Sfgds.	
				b. STREET ADDRESS ATTN: Deborah A. DeMarco (301) 415-7796	
				c. CITY Washington	d. STATE DC
				e. ZIP CODE 20555	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR INTEGRATED MANAGEMENT SERVICES, INC.				8. TYPE OF ORDER	
b. COMPANY NAME ATTN: Corretta L. Doctor Telephone: (703) 528-0334, Ext. 362				<input type="checkbox"/> a. PURCHASE ORDER <input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER	
c. STREET ADDRESS 2101 Wilson Boulevard, Suite 916				Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY Arlington				e. STATE VA	f. ZIP CODE 22201
9. ACCOUNTING AND APPROPRIATION DATA 350-15-301-119 J5468 252A 31X0200 OBLIGATE: \$26,131.65				10. REQUISITIONING OFFICE Office of Nuclear Mat'l Safety & Sfgds.	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input checked="" type="checkbox"/> c. DISADVANTAGED	<input checked="" type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE 09/30/03 - 12/12/03
13. PLACE OF		16. DISCOUNT TERMS Net 30 days.	
a. INSPECTION	b. ACCEPTANCE	FOR INFORMATION CALL: (No collect calls)	
Brenda J. DuBose Telephone: (301) 415-6578			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The U.S. Nuclear Regulatory Commission (NRC) hereby accepts the proposal of Integrated Management Services, Inc. dated August 22, 2003 and revised via e-mail on September 29, 2003 which are hereby incorporated by reference and made a part of this order, to provide the NRC with Testing of the Center's Local Area Network (LAN) System including the LAN Firewall Systems, which shall be performed in accordance with the attached Statement of Work.</p> <p>The firm fixed price of this delivery order is \$26,131.65.</p> <p>The period of performance of this delivery order is September 30, 2003 and shall expire on December 12, 2003.</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$26,131.65	SUBTOTAL
21. MAIL INVOICE TO:							
a. NAME U.S. Nuclear Regulatory Commission Division of Contracts							17(h) TOTAL (Cont. pages)
b. STREET ADDRESS (or P.O. Box) Attn: (NRC-33-01-193-005) (SUBMIT INVOICE IN TRIPLICATE COPY.)							17(i). GRAND TOTAL
c. CITY Washington	d. STATE DC	e. ZIP CODE 20555				\$26,131.65	

22. UNITED STATES OF AMERICA
BY (Signature)

23. NAME (Typed)

Sharon D. Stewart
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

ADM002

TEMPLATE ADM001

RECEIVING REPORT

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

[illegible]

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.1 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.2 OTHER APPLICABLE CLAUSES

☐ See Addendum for the following in full text (if checked)

☐ 52.216-18, Ordering

☐ 52.216-19, Order Limitations

☐ 52.216-22, Indefinite Quantity

☐ 52.217-6, Option for Increased Quantity

☐ 52.217-7, Option for Increased Quantity Separately Priced Line Item

☐ 52.217-8, Option to Extend Services

☐ 52.217-9, Option to Extend the Term of the Contract

A.3 ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment . The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

A.4 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.5 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

CONTINUATION PAGE

Attachment 1: Statement of Work with Fill-ins

Attachment 2: Billing Instructions for Fixed Price Contracts

Attachment 3: ACH Payment Information

Attachment 4: Schedule of Prices/Costs

STATEMENT OF WORK

PROJECT TITLE: TESTING OF CENTER'S LOCAL AREA NETWORK (LAN) SYSTEM INCLUDING THE LAN FIREWALL SYSTEMS

1.0 BACKGROUND

The Center for Nuclear Waste Regulatory Analyses (Center) is a Federally Funded Research and Development Center (FFRDC) dedicated to providing regulatory analyses and applied research to the Nuclear Regulatory Commission (NRC). The Center is operated by Southwest Research Institute (SwRI), a not-for-profit contract research and development organization. The Center is located at the SwRI campus in San Antonio, Texas, and it also operates the Washington Technical Support Office (WTSO) in Washington, D.C.

2.0 OBJECTIVE

The objective of this project is to allow for contractor support to review the Center's local area network (LAN) system which includes the LAN Firewall Systems. Refer to Current Network Topology, page 5 of the enclosed report *NRC-Center for Nuclear Waste Regulatory Analyses Information Security Assessment Through Electronic Penetration Testing and Analysis* dated February 2001. **NOTE: THIS REPORT IS MARKED "OFFICAL USE ONLY" AND IS NOT PUBLICALLY AVAILABLE¹.** The testing of the CNWRA networks shall be divided into three tasks. Specifically, the tasks are as follows:

- Task 1 - Network Testing;
- Task 2 - System Review; and
- Task 3 - Problem Resolution

3.0 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

The contractor shall have the requisite experience in: (1) dealing with complex security and systems engineering principles and practices and (2) penetration testing, since this type of testing has the potential to cause problems on systems and networks. In addition, the contractor shall have the skills, education, and knowledge essential to produce timely, quality deliverables as delineated under this high-technology engineering discipline area.

¹This document will only be released to the awardee as it contains sensitive information which shall be protected (when not in use) using a locked cabinet or security container. No copies of these documents are to be made or distributed beyond those needs associated with this specific project and the release is not to extend outside company confines. At the conclusion of this effort, all documents and associated copies, notes, etc., are to be returned to the U.S.N.R.C. Contracting Officer, for return to the sponsoring office/division.

4.0 SCOPE OF WORK

The contractor shall review the recommendations of the Computer Incident Advisory Capability Report (CIAC) dated February 2001, entitled, NRC-Center For Nuclear Waste Regulatory Analysis Information Security Assessment Through Electronic Penetration Testing and Analysis, as well as the March 24, 2003 letter² from Patrick C. Mackin, Director of Administration, CNWRA to Mrs. Deborah DeMarco, NRC, in order to determine the status of the recommendations. In addition, the contractor shall examine the Center LAN operations to identify any latent vulnerabilities in the Center security system (firewall) and/or Center client systems and review the system configurations and conduct penetration testing.

Specifically, the contractor shall :

4.1 Task 1 - Network Testing

The contractor shall gather information concerning the Center LAN and access any and all Center systems that are vulnerable to attack. Although the Center LAN consists of a number of subnets of the SwRI campus network, penetration testing of SwRI subnets is not allowed. However, using send mail sub-commands against the SwRI campus mail server (swri.edu) on a Center external alias (pseely@swri.edu) is allowable in locating an entry point to the Center portion of the SwRI network.

This task shall be performed from the contractor's site where possible. If not, arrangements shall be made by the contractor with the NRC Technical Project Officer who will coordinate with SwRI to allow the use of a computer external to the Center network. Travel to the Center's San Antonio, Texas site is required to accomplish Phase 4 of this penetration testing task. Refer to Paragraph 4.1.(4) below.

The contractor shall approach the firewall analysis in the following four phases and shall perform the following tests:

- | | |
|---------|--|
| Phase 1 | Review all relevant Center documentation (e.g., Security Plan, Firewall policies) and system configuration files of the Firewall and DeMilitarized Zone (DMZ) systems which will be provided by the NRC Project Officer. |
| Phase 2 | Perform a non-destructive external attack on the Firewall. First, the contractor shall gather information about the Center's connection to the Internet from the Official Use Only documents (Attachment 1 and Attachment 2) referenced in this effort. Further, the contractor shall scan the network, identify all available services, and attack each service. In addition, the contractor shall attempt to map the entire Center internal network. |
| Phase 3 | Perform a non-destructive limited internal attack on the Firewall based on industry standards on-site at the Center, Division 20 of SwRI. |

² The same instructions reflected under Footnote 1 are applicable to this footnote.

- Phase 4 Conduct an on-site visit at the Center and perform a final documentation and configuration review. In addition, the contractor shall inspect the Center's physical network and observe daily operations to see how official security policy is being implemented.

4.2 Task 2 - System Review

The contractor shall perform an on-site inspection of the Center systems, procedures, and records to determine the adequacy of security arrangements. These items shall be compared against the Center LAN Security Plan. Copies of the document will be made available to the contractor by the NRC Technical Project Manager prior to initiation of this inspection. Where necessary, recommendations shall be provided to the NRC Technical Project Manager for improving the Center firewall.

4.3 Task 3 - Problem Resolution

There will be approximately a 4 week lag between the time recommendations are provided by the contractor and the initiation of work under Task 3. This will enable the Center and NRC to make recommended modifications to the system. The contractor shall confirm that the modifications have been accomplished. This task involves checking the modifications made by the Center to resolve problems related to the firewall and overall security arrangements at the Center. It should be noted that the Center has been directed to make no modifications which could impact NRC until coordinated with NRC's Technical Project Manager and the Office of the Chief Information Officer.

5.0 PERIOD OF PERFORMANCE

The work specified in this statement of work shall commence on the effective date of the order and shall be completed within 10 weeks following award, inclusive of the lag time in Task 3 of approximately 4 weeks.

6.0 LEVEL OF EFFORT

The Government has estimated that the total professional and clerical effort required for this work is 6 staff weeks. The estimated level of effort reflected above is advisory only and is not to be considered as the sole basis for development of a staffing plan or cost proposal. The offeror shall propose all costs it deems necessary to successfully perform the effort.

7.0 DELIVERABLES

- Test Report

The contractor shall prepare and provide a report documenting the tests performed, problems found and resolved, recommendations for resolving problems that were not resolved and the reason the problems were not resolved, and the state of compliance with the two previously mentioned documents in Section 4.2. This document will be used by the Center to certify its systems and

produce a certification report of the Center LAN Security Plan. This report will only be quoted or referenced in the Center certification document. The contractor's report shall be completed within 10 weeks following award, inclusive of the lag time in Task 3 of approximately 4 weeks, and will be provided for review and approval.

- **Monthly Letter Status Report**

The contractor shall prepare and provide a written monthly progress report. Progress reports shall cover all work completed during the preceding month and shall present the work to be accomplished during the subsequent month. This report shall also identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved and is due within 15 calendar days after the end of the report period.

- **Monthly Financial Report**

The contractor shall prepare and provide a written monthly financial report to the NRC Technical Project Manager and Contracting Officer. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the delivery order number, job code, project manager, the delivery order period of performance, and the period covered by the report. Each report shall include the following:

- Provide the firm fixed price, by task, of the project as reflected in the delivery order, the amount of funds available in the delivery order, and the balance of funds required to complete the work, if incrementally funded. In addition, details of any other direct costs associated with the work.

- **Trip Reports**

The contractor shall provide a trip report for the trip to be taken to the Center. This report may be issued separately or as part of the Monthly Letter Status Report. However, copies of separately issued trip reports shall be submitted within 15 calendar days of the completion of travel.

All written deliverables shall be phrased in language that can be understood by the non-technical layperson. Statistical and other technical terms used in the deliverable shall be defined in a glossary.

8.0 PLACE OF DELIVERY -- REPORTS

The items to be furnished hereunder (refer to Section 7.0 - Schedule of Deliverables, shall be delivered to the individuals reflected below, with all charges paid by the contractor:

- a. Name: *, Technical Project Manager (one hard copy and a computer diskette (CD) of all deliverables)
 Address: U.S. Nuclear Regulatory Commission

- b. Name: *, Contracting Officer (one hard copy of all deliverables)
 Address: *

- a. Name: *,NRC * (three copies of all deliverables on a computer diskette)
 Address

- b. Name *, (three copies of all deliverables on a computer diskette)
 Address: Center for Nuclear Waste Regulatory Analyses

The contractor shall prepare documents using WordPerfect 8.0.

9.0 CENTER FOR NUCLEAR WASTE REGULATORY ANALYSES - POINT OF CONTACT

- *, Principal Investigator
- *, Technical Support

Assist in coordinating access to facilities and personnel when required for execution of these tasks.

- a. Provide and coordinate contacts, as well as copies of appropriate Center LAN systems and site location of LAN components and cable routing as appropriate.

*To be provided in the resultant delivery order.

10.0 QUALITY ASSURANCE

For all reports delivered under this order, the contractor shall ensure that an independent review and verification has been performed by qualified personnel other than that of the original author(s) of the report.

11.0 GOVERNMENT FURNISHED EQUIPMENT

None.

12.0 FAR CLAUSE 52.2 52.243-3 CHANGES- TIME AND MATERIALS OR LABOR HOUR CONTRACTS

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(7) Amount of Government-furnished property.

(a) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

*To be provided in the resultant delivery order.

- (1) Ceiling price.
 - (2) Hourly rates.
 - (3) Delivery schedule.
 - (4) Other affected terms.
- (b) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (c) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

13.0 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND INFORMATION AND MATERIALS

The work under this effort shall be performed at the contractor's site. However, should any work under this effort require the contractor to perform at NRC Headquarters located in Rockville, Maryland, the Government will provide office space, computer equipment, and local telephone service for any on-site contractor personnel, as appropriate. The contractor is advised that all such office space and materials shall be used solely for the purpose of this effort. Should the contractor be required to perform a part of the effort at NRC Headquarters, the contractor and its employees or subcontractors are required to comply with Section 8 - Appropriate Use of Government Furnished Information Technology Equipment and/or IT Services/Access as delineated below.

14.0 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. 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 arising from violation of this provision.

15.0 2052.204-70 SECURITY

(a) Security/Classification Requirements Form. 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 information or matter, access on a continuing basis (in excess of 30 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard 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 safeguarding 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, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to 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 and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

(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) Security Clearance Personnel. 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.

(i) 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.)

(j) 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 order, if applicable, under this contract.

(k) 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, if applicable, 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."

SITE ACCESS BADGE REQUIREMENTS

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that a badge is issued after favorable adjudication from the Personnel Security Branch, Division of Facilities and Security (PERSEC/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 Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel.

It is the sole responsibility of the contractor to ensure that each employee has a proper Government-issued identification/badge at all times. All prescribed identification must be immediately (no later than three days) delivered to PERSEC/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession 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 safeguarding of any Government records or data that contractor personnel may come into contact with."

SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract.

CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) first for temporary access (based on a favorable adjudication of their security forms and checks) and final access (based on a favorably adjudicated LBI) in accordance with the procedures found in NRC MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the seven(7) work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract (Forms to be provided to the offerors in the successful offeror only.) The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this solicitation by reference as though fully set forth herein. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section D - Contract Documents, Exhibits, or Attachments) 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 and data or other access to such systems and data; access on a continuing basis (in excess of 7 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems and data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated under Section D - Contract Documents, Exhibits, or Attachments, and made a part of this requirement, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by PERSEC/DFS first for temporary access (based on a favorable review of their security forms and checks) and final access (based on a favorably adjudicated ANACI) in accordance with the procedures found in MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the seven (7) work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section D - Contract Documents, Exhibits, or Attachments) 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 and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will contact the PERSEC/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation to the PERSEC/DFS. Additionally, PERSEC/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC Personnel Security Program."

16.0 PROJECT OFFICER AUTHORITY

(a) The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

~Name: *

~Address: *

~Telephone Number: *

(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, fills in details, or otherwise serves to accomplish the contractual statement of work.

(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.

*To be completed in resultant contract award.

(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 Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

17.0 CONSIDERATION AND OBLIGATION-FIRM FIXED PRICE

The firm fixed price of this delivery order is *.

18.0 MEETINGS AND TRAVEL

Two trips for one (1) person/one (1) week each) to the Center located in San Antonio, Texas is required under this order.

19.0 QUALITY ASSURANCE

For all draft and final reports delivered under this agreement, the performing organization shall assure that an independent review and verification is performed by qualified personnel other than that of the original author(s) of the report.

Fill-ins for NRC-33-01-193-005

1. Paragraph 8.0 - Place of Delivery -- Reports is amended to incorporate the following:
 - a. Deborah A. DeMarco, Technical Manager
 - b. Sharon D. Stewart, Contracting Officer
c/o Brenda J. DuBose, Contract Specialist

The NRC Technical Manager will provide the name of the individuals to be reflected under "c" and "d" which was inadvertently reflected as the second "a" and "b" in the solicitation.

2. Paragraph 9.0 - Center for Nuclear Waste Regulatory Analyses - Point of Contact

Patrick Mackin, Principal Investigator - (210) 522-5054
Perry Seely, Technical Support - (210) 522-5238/(210) 553-5278- cell

3. Paragraph 16.0 - Project Officer Authority

Deborah A. DeMarco
U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Washington, D.C. 20555
Telephone: (301) 415-7796

4. Paragraph 17.0 - Consideration and Obligation--Firm Fixed Price

The firm fixed price of this delivery order is \$26,131,65.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS**

General: The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop - T-7-D-27
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 2 of 3)

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number.
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
5. Description of articles or services, quantity, unit price, and total amount.
6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 3 of 3

10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

R:\BILLING.396

ELECTRONIC FUNDS TRANSFER

ADDENDA SAMPLES

Remember...ACH addenda records can be up to 94 characters long. The first 3 positions are "705". The next 80 position are available to provide information about the payment. The last 11 positions are reserved for the special addendum sequence number (4 positions) and the entry detail sequence number (7 positions). Below are sample addenda records that you will receive:

Sample 1 LATE INVOICE PAYMENT with Prompt Pay Interest Penalty Notice

705RMT*IV*01234*****Includes Interest of \$25.00 at 12% for 6 days\00019876543

where, *RMT* is ANSI Segment Identifier Code for Remittance Advice
 *** separates the data elements; multiple *** indicate intermediate data elements not used in the segment
 IV is ANSI Reference Number Qualifier Code for Seller's Invoice Number
 01234 (Reference Number) represents the seller invoice number
 Includes Interest of ... (Description) clarifies the related data elements and their content
 ^* terminates the segment

Sample 2 UTILITY PAYMENT

705RMT*CR*9999.999999\00019876544

where, *CR* is ANSI Reference Number Qualifier Code for Customer Reference Number
 9999.999999 represents the customer reference number

Sample 3 CONTRACT PAYMENT

705RMT*CT*7890987\00019876545

where, *CT* is ANSI Reference Number Qualifier Code for Contract Number
 7890987 represents the contract number

Sample 4 LOCKBOX PAYMENT

705RMT*IV*12345\REF*LB*269\00019876546

where, *12345* represents the invoice number
 REF is ANSI Segment Identifier Code for Reference Numbers
 LB is ANSI Reference Number Qualifier Code for Lockbox
 269 represents the lockbox number

Sample 5 INVOICE PAYMENT (DATED)

705RMT*IV*43265\DTM*003*891227\00019876547

where, *43265* represents the invoice number
 DTM is ANSI Segment Identifier Code for Date/Time Reference
 003 is ANSI Date/Time Qualifier Code for Invoice
 891227 (Date) represents the invoice date, formatted "YYMMDD"

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056
Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

U.S. NUCLEAR REGULATORY COMMISSION

AGENCY IDENTIFIER

NRC

AGENCY LOCATION CODE (ALC):

31000001

ACH FORMAT:

☐ CCD+

☐ CTX

☐ CTP

ADDRESS

DIVISION OF ACCOUNTING AND FINANCE, MAIL STOP T-9 H4

WASHINGTON, DC 20555-0001

CONTACT PERSON NAME

FINANCIAL OPERATIONS SECTION

TELEPHONE NUMBER

(301) 415 - 7520

PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

FINANCIAL INSTITUTION INFORMATION

NAME

ADDRESS

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

()

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCK BOX NUMBER:

ACH FORMAT:

☐ CHECKING

☐ SAVINGS

☐ LOCK BOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

TELEPHONE NUMBER:

()