

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 25

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

BPA NO. NRC-HQ-13-A-09-0006

1. DATE OF ORDER MAY 01 2013		2. CONTRACT NO. (If any)		6. SHIP TO:	
3. ORDER NO. MODIFICATION NO. NRC-HQ-13-O-09-0001		4. REQUISITION/REFERENCE NO. CFO-13-037 4/8/13		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Dominique C. Malone Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS	
7. TO:				c. CITY Washington	d. STATE DC
a. NAME OF CONTRACTOR DELOITTE CONSULTING LLP				e. ZIP CODE 20555	
b. COMPANY NAME				f. SHIP VIA	
c. STREET ADDRESS 4301 N FAIRFAX DR STE 210				8. TYPE OF ORDER	
d. CITY ARLINGTON				<input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY 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.	
e. STATE VA				f. ZIP CODE 222031633	
9. ACCOUNTING AND APPROPRIATION DATA 2013-7N-51-G-156 N7366 252A X0200 FAIMIS: RQ131742 Obligates: \$175,000.00 NAICS: 541519				10. REQUISITIONING OFFICE CFO	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> h. EDWOSB <input type="checkbox"/> i. VETERAN-OWNED <input type="checkbox"/> j. ELIGIBLE UNDER THE WOSB PROGRAM					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS	

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>Task Order 1</p> <p>Title of Task Order: Budget Formulation System (BFS) Enhancement.</p> <p>Contract Type: Labor Hours</p> <p>Contracting Officer Technical Representative: Jeffrey Sheldon Jeffrey.Sheldon@nrc.gov, 301-415-5743</p> <p>Contractor Representative: Ken Marsh, Kmarsh@deloitte.com, 703-885-6059</p> <p>Contracting Officer: Dominique Malone Period Performance: May1, 2013 - September 30, 2013 Total Obligated Amount: \$175,000.00 Total Task Order Ceiling: \$198,805.10</p>					
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.			17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:					
	a. NAME Department of Interior / NBC NRCPayments_NBCDenver@NBC.gov					
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue				PHONE: FAX:	
	c. CITY Denver	d. STATE CO	e. ZIP CODE 80235-2230		\$175,000.00	17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA
BY (Signature)

Dominique C. Malone

23. NAME (Typed)
Dominique Malone
Contracting Officer

TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012)
PRESCRIBED BY GSA/FAR 101 CFR 53.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

PART I

SECTION A – SF1449

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 FSS-BPA TERMS AND CONDITIONS

This order is subject to the terms referenced in BPA NRC-HQ-13-A-09-0006 and the General Services Administration (GSA) Federal Supply Schedule Contract # GS-35F-0617Y.

B.2 Contract Type

The contract type for this task order is Labor-Hours.

B.3 Cost/Price

The Government estimates that up to 1472 contractor personnel hours may be required from the following labor categories:

- IT Senior Manager
- IT Senior Consultant
- IT Analyst

Price Schedule

Labor Category	GSA Labor Rate	Discount	Proposed Rate	Total
IT Senior Manager				
IT Senior Consultant				
IT Analyst			\$	\$109,296.00
Subtotal		\$220,894.56		
Less One Time Discount		\$22,089.45		
Total		\$198,805.10		

SECTION C - Clauses

C.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

C.2 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL (AUG 2011)

(a) NRC facilities may not be available due to (1) designated Federal holiday, any other day designated by Federal Statute, Executive Order, or by President's Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays, water emergency); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

(b) When NRC facilities are unavailable, the contractor's compensation and deduction policy (date), incorporated herein by reference, shall be followed for contractor employees performing work on-site at the NRC facility. The contractor shall promptly submit any revisions to this policy to the Contracting Officer for review before they are incorporated into the contract.

(c) The contractor shall not charge the NRC for work performed by on-site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

(d) On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel in situations which pose an immediate health or safety threat to employees (e.g., water emergency).

(e) The contractor's Project Director shall first consult the NRC Contracting Officer's Representative (COR) before releasing on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Contracting Officer's Representative's (COR) direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

C.3 RULES OF BEHAVIOR FOR AUTHORIZED COMPUTER USE (MAR 2011)

In accordance with Appendix III, "Security of Federal Automated Information Resources," to Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," NRC has established rules of behavior for individual users who access all IT computing resources maintained and operated by the NRC or on behalf of the NRC. In response to the direction from OMB, NRC has issued the "Agency-wide Rules of Behavior for Authorized Computer Use" policy, hereafter referred to as the rules of behavior. The rules of behavior for authorized computer use will be provided to NRC computer users, including contractor personnel, as part of the annual computer security awareness course.

The rules of behavior apply to all NRC employees, contractors, vendors, and agents (users) who have access to any system operated by the NRC or by a contractor or outside entity on behalf of the NRC. This policy does not apply to licensees. The next revision of Management Directive 12.5, "NRC Automated Information Security Program," will include this policy. The rules of behavior can be viewed at <http://www.internal.nrc.gov/CSO/documents/ROB.pdf> or use NRC's external Web-based ADAMS at <http://wba.nrc.gov:8080/ves/> (Under Advanced Search, type ML082190730 in the Query box).

The rules of behavior are effective immediately upon acknowledgement of them by the person who is informed of the requirements contained in those rules of behavior. All current contractor users are required to review and acknowledge the rules of behavior as part of the annual computer security awareness course completion. All new NRC contractor personnel will be required to acknowledge the rules of behavior within one week of commencing work under this contract and then acknowledge as current users thereafter. The acknowledgement statement can be viewed at http://www.internal.nrc.gov/CSO/documents/ROB_Ack.pdf or use NRC's external Web-based ADAMS at <http://wba.nrc.gov:8080/ves/> (Under Advanced Search, type ML082190730 in the Query box).

The NRC Computer Security Office will review and update the rules of behavior annually beginning in FY 2011 by December 31st of each year. Contractors shall ensure that their personnel to which this requirement applies acknowledge the rules of behavior before beginning contract performance and, if the period of performance for the contract lasts more than one year, annually thereafter. Training on the meaning and purpose of the rules of behavior can be provided for contractors upon written request to the NRC Contracting Officer's Representative (COR).

The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order if such subcontracts/agreements will authorize access to NRC electronic and information technology (EIT) as that term is defined in FAR 2.101.

C.4 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

C.5 ELECTRONIC PAYMENT (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, 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." The preferred method of submitting invoices is electronically to the Department of the Interior at NRCPayments_NBCDenver@nbc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

C.6 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This order shall commence on **May 1, 2013** and will expire on **September 30, 2013**.

C.7 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

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

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

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

C.8 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (AUG 2011)

Prior to occupying any government provided space at NRC HQs in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Contracting Officer's Representative (COR), from the Chief, Space Design Branch, ADSPC. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

- (1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor
- (2) Removal from the space occupied
- (3) Contract Termination

C.9 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements.
<http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

C.10 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (AUG 2011)

In 1998, Congress amended the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the Workforce Investment Act of 1998 (P.L. 105 - 220), August 7, 1998 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Inaccessible technology interferes with an ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, open new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. 794d), agencies must give disabled employees and members of the public access to information that is comparable to access available to others.

Specifically, Section 508 of that Act requires that when Federal agencies develop, procure, maintain, or use EIT, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal

employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. (36 C.F.R. 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

Exceptions.

All EIT that the government acquires by purchase or by lease/rental under this contract must meet the applicable accessibility standards at 36 C.F.R. Part 1194, unless one or more of the following exceptions at FAR 39.204 applies to this acquisition (applicable if checked):

- ☐ The EIT is for a national security system.
- ☐ The EIT is acquired by a contractor incidental to a contract.
- ☐ The EIT is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.
- ☐ Compliance with the applicable 36 C.F.R. Part 1194 provisions would impose an undue burden on the agency.

Applicable Standards.

The following accessibility standards from 36 C.F.R. Part 1194 have been determined to be applicable to this contract/order. See www.section508.gov for more information:

- ☐ 1194.21 Software applications and operating systems.
- ☐ 1194.22 Web-based intranet and internet information and applications. 16 rules.
- ☐ 1194.23 Telecommunications products.
- ☐ 1194.24 Video and multimedia products.
- ☐ 1194.25 Self contained, closed products.
- ☐ 1194.26 Desktop and portable computers.
- ☐ 1194.31 Functional performance criteria.
- ☐ 1194.41 Information, documentation, and support.

Note: Under the Exceptions paragraph, the Contracting Officer should check the boxes for any exceptions that apply. If no exceptions apply, then the Contracting Officer should, under the Applicable Standards paragraph, check the boxes that indicate which of the standards apply. See FAR Subpart 39.2 and www.section508.gov for additional guidance.

C.11 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

C.12 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (AUG 2011)

The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order.

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

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) 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 (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) 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 employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, 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.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract/order will involve contractor personnel 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.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT

access may be approved by DFS/PSB based on a favorable review or adjudication of a completed background investigation. 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/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/ order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to the NRC PO who will then provide them to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract/order requiring access to sensitive information technology systems or data. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB and thereafter communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86 which furnishes the basis for providing security requirements to contractors that 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/order 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.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable adjudication. However, temporary access authorization approval will be revoked and the contractor 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/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, through the NRC Contracting Officer's Representative (COR) to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the pre-screening which furnishes the basis for providing security requirements to contractors that 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 NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

C.13 COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPv6) IN ACQUIRING ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) (OCT 2012)

(a) This procurement involves the acquisition of electronic and information technology (EIT), as defined in FAR 2.101, that uses the Internet Protocol (IP).

(b) As used in this clause, "IPv6 Capable Products" means any product that meets the minimum set of mandatory requirements, appropriate to its Product Class, necessary for it to interoperate with other IPv6 products employed in IPv6 networks.

(c) In its quotation or proposal, the offeror shall provide a complete and signed USGv6 Suppliers Declaration of Conformity (SDOC) for all IPv6 capable products. See Internet site at www.nist.gov/itl/antd/usgv6.cfm. The offeror's submitted SDOC should address all of the IPv6 capabilities/stacks claimed for the specific product being offered and report appropriate conformance and interoperability testing results obtained from an accredited USGv6 testing laboratory. If an offeror does not have an SDOC, the firm should sufficiently address the path forward relating to IPv6 certification.

(d) If the offeror plans to offer a deliverable that involves EIT that may not comply with IPv6 requirements at the time of delivery and receives the award for the contract/order, then the contractor shall obtain the Contracting Officer's written approval before commencing work on the deliverable.

(e) Should the offeror find that the Statement of Work/Specifications of this contract/order does not conform to IPv6 standards, it must notify the contracting officer in a timely manner of such nonconformance.

(f) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

(g) The contractor shall ensure that all deliverables that involve EIT that use IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products.

C.14 INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS - GENERAL (JULY 2011)

INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS - GENERAL

Basic Contract IT Security Requirements

For unclassified information used for the effort, the contractor shall provide an information security categorization document indicating the sensitivity of the information processed as part of this contract if the information security categorization was not provided in the statement of work. The determination shall be made using National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60 and must be approved by CSO. The NRC contracting officer and Contracting Officer's Representative (COR) shall be notified immediately before the contractor begins to process information at a higher sensitivity level.

If the effort includes use or processing of classified information, the NRC contracting officer and Contracting Officer's Representative (COR) shall be notified before the contractor begins to process information at a more restrictive classification level.

All work under this contract shall comply with the latest version of policy, procedures and standards. Individual task orders will reference latest versions of standards or exceptions as necessary. These policy, procedures and standards include: NRC Management Directive (MD) volume 12 Security, Computer Security Office policies, procedures and standards, National Institute of Standards and Technology (NIST) guidance and Federal Information Processing Standards (FIPS), and Committee on National Security Systems (CNSS) policy, directives, instructions, and guidance. This information is available at the following links:

NRC Policies, Procedures and Standards (CSO internal website): <http://www.internal.nrc.gov/CSO/policies.html>

NRC Policy and Procedures For Handling, Marking and Protecting Sensitive Unclassified Non-Safeguards Information (SUNSI): <http://www.internal.nrc.gov/sunsi/pdf/SUNSI-Policy-Procedures.pdf>

All NRC Management Directives (public website): <http://www.nrc.gov/reading-rm/doc-collections/management-directives/>

NIST SP and FIPS documentation is located at: <http://csrc.nist.gov/>

CNSS documents are located at: <http://www.cnss.gov/>

The Contractor shall ensure compliance with the latest version of NIST guidance and FIPS standards available at contract issuance and continued compliance with the latest versions within one year of the release date.

When e-mail is used, the Contractors shall only use NRC provided e-mail accounts to send and receive sensitive information (information that is not releasable to the public) or mechanisms to protect the information during transmission to NRC that have been approved by CSO.

All Contractor employees must sign the NRC Agency-Wide Rules of Behavior for Authorized Computer Use prior to being granted access to NRC computing resources.

The Contractor shall adhere to following NRC policies:

1. Management Directive 12.5, Automated Information Security Program
2. NRC Sensitive Unclassified Non-Safeguards Information (SUNSI)
3. Computer Security Policy for Encryption of Data at Rest When Outside of Agency Facilities
4. Policy for Copying, Scanning, Printing, and Faxing SGI & Classified Information
5. Computer Security Information Protection Policy
6. Remote Access Policy
7. Use of Commercial Wireless Devices, Services and Technologies Policy
8. Laptop Security Policy
9. Computer Security Incident Response Policy

Contractor will adhere to NRC's prohibition of use of personal devices to process and store NRC sensitive information.

All electronic process of NRC sensitive information, including system development and operations and maintenance performed at non-NRC facilities shall be in facilities, networks, and computers that have been accredited by NRC for processing information at the highest sensitivity of the information that is processed or will ultimately be processed.

Contract Performance And 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. Tools used to perform data purging shall be approved by the CISO. The contractor shall provide written certification to the NRC contracting officer that the contractor does not retain any NRC data within 30 calendar days after contract completion. 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.

When contractor employees no longer require access to an NRC system, the contractor shall notify the Contracting Officer's Representative (COR) within 24 hours.

Upon contract completion, the contractor shall provide a status list of all contractor employees who were users of NRC systems and shall note if any users still require access to the system to perform work if a follow-on contract or task order has been issued by NRC.

Control Of Information And Data

The contractor shall not publish or disclose in any manner, without the contracting officer's written consent, the details of any security controls or countermeasures either designed or developed by the contractor under this contract or otherwise provided by the NRC.

Any IT system used to process NRC sensitive information shall:

1. Include a mechanism to require users to uniquely identify themselves to the system before beginning to perform any other actions that the system is expected to provide.
2. Be able to authenticate data that includes information for verifying the claimed identity of individual users (e.g., passwords)
3. Protect authentication data so that it cannot be accessed by any unauthorized user
4. Be able to enforce individual accountability by providing the capability to uniquely identify each individual computer system user
5. Report to appropriate security personnel when attempts are made to guess the authentication data whether inadvertently or deliberately.

Access Controls

Any contractor system being used to process NRC data shall be able to define and enforce access privileges for individual users. The discretionary access controls mechanisms shall be configurable to protect objects (e.g., files, folders) from unauthorized access.

The contractor system being used to process NRC data shall provide only essential capabilities and specifically prohibit and/or restrict the use of specified functions, ports, protocols, and/or services.

The contractors shall only use NRC approved methods to send and receive information considered sensitive or classified. Specifically,

1. Classified Information - All NRC Classified data being transmitted over a network shall use NSA approved encryption and adhere to guidance in MD 12.2 NRC Classified Information Security Program, MD 12.5 NRC Automated Information Security Program and Committee on National Security Systems. Classified processing shall be only within facilities, computers, and spaces that have been specifically approved for classified processing.

2. SGI Information - All SGI being transmitted over a network shall adhere to guidance in MD 12.7 NRC Safeguards Information Security Program and MD 12.5 NRC Automated Information Security Program. SGI processing shall be only within facilities, computers, and spaces that have been specifically approved for SGI processing. Cryptographic modules provided as part of the system shall be validated under the Cryptographic Module Validation Program to conform to NIST FIPS 140-2 overall level 2 and must be operated in FIPS mode. 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.

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.

Separation of duties for contractor systems used to process NRC information must be enforced by the system through assigned access authorizations.

The mechanisms within the contractor system or application that enforces access control and other security features shall be continuously protected against tampering and/or unauthorized changes.

Configuration Standards

All systems used to process NRC sensitive information shall meet NRC configuration standards available at: <http://www.internal.nrc.gov/CSO/standards.html>.

Media Handling

All media used by the contractor to store or process NRC information shall be controlled in accordance with the sensitivity level.

The contractor shall not perform sanitization or destruction of media approved for processing NRC information designated as SGI or Classified. The contractor must provide the media to NRC for destruction.

Vulnerability Management

The Contractor must adhere to NRC patch management processes for all systems used to process NRC information. Patch Management reports will be made available to the NRC upon request for following security categorizations and reporting timeframes:

- 5 calendar days after being requested for a high sensitivity system -10 calendar days after being requested for a moderate sensitivity system -15 calendar days after being requested for a low sensitivity system

For any contractor system used to process NRC information, the contractor must ensure that information loaded into the system is scanned for viruses prior to posting; servers are scanned for viruses, adware, and spyware on a regular basis; and virus signatures are updated at the following frequency:

- 1 calendar day for a high sensitivity system
- 3 calendar days for a moderate sensitivity system
- 7 calendar days for a low sensitivity system

C.15 INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS - GENERAL EXCEPTIONS (JULY 2011)

INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS - GENERAL EXCEPTIONS

All purchases shall comply with the latest version of policy, procedures and standards. Individual task orders will reference latest versions of policy, procedures, standards or exceptions as necessary. These policy, procedures and standards include: NRC Management Directive (MD) volume 12 Security, Computer Security Office policies, procedures and standards, National Institute of Standards and Technology (NIST) guidance and Federal Information Processing Standards (FIPS), and Committee on National Security Systems (CNSS) policy, directives, instructions, and guidance. This information is available at the following links:

All procurements must be certified and accredited prior to being placed into an operational state.

All electronic processing of NRC sensitive information, including all system development and operations and maintenance activities performed at non-NRC facilities shall be in facilities, networks, and computers that have been accredited by NRC for processing information at the highest sensitivity of the information that is processed or will ultimately be processed.

All systems used to process NRC sensitive information shall meet NRC configuration standards available at:
<http://www.internal.nrc.gov/CSO/standards.html>.

C.16 IT SECURITY REQUIREMENTS - DEVELOPMENT AND OPERATIONS AND MAINTENANCE REQUIREMENTS (JULY 2011)

IT SECURITY REQUIREMENTS - DEVELOPMENT AND OPERATIONS AND MAINTENANCE REQUIREMENTS

O&M Security Requirements

All system modifications to classified systems must comply with NRC security policies and procedures for classified systems, as well as federal laws, guidance, and standards to ensure Federal Information Security Management Act (FISMA) compliance.

The Contractor shall correct errors that are discovered by the NRC or the contractor in contractor developed software and applicable documentation that are not commercial off-the-shelf which are discovered by the NRC or the contractor. Inability of the parties to determine the cause of software errors shall be resolved in accordance with the Disputes clause, FAR 52.233-1, incorporated by reference in the contract.

The Contractor shall adhere to the guidance outlined in NIST, SP 800-53, FIPS 200 and NRC guidance for the identification and documentation of minimum security controls.

The contractor shall provide the system requirements traceability matrix at the end of the initiation phase, development/acquisition phase, implementation/ assessment phase, operation & maintenance phase and disposal phase that provides the security requirements in a separate section so that they can be traced through the development life cycle. The contractor shall also provide the software and hardware designs and test plan documentation, and source code upon request to the NRC for review.

All development and testing of the systems shall be protected at their assigned system sensitivity level and shall be performed on a network separate and isolated from the NRC operational network.

All system computers must be properly configured and hardened according to NRC policies, guidance, and standards and comply with all NRC security policies and procedures as commensurate with the system security categorization.

All contractor provided deliverables identified in the project plan will be subject to the review and approval of NRC Management. The PM will establish review time based on the complexity of the system and incorporate into the project schedule. The contractor will make the necessary modifications to project deliverables to resolve any identified issues. Project deliverables include but are not limited to: requirements, architectures, design documents, test plans, and test reports.

System development schedules shall include computer security office go/no-go decision points, including but not limited to the following system milestones:

1. Requirements review
2. Architecture review
3. Detailed design review
4. Code review
5. System test
6. System readiness review

Access Controls

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).

The contractor shall ensure that the software does not contain undocumented functions and undocumented methods for gaining access to the software or to the computer system on which it is installed. This includes, but is not limited to, master access keys, back doors, or trapdoors.

Cryptography

Cryptographic modules provided as part of the system shall be validated under the Cryptographic Module Validation Program to conform to NIST FIPS 140-2 and must be operated in FIPS mode. 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.

Configuration Management And Control

The contractor must ensure that the system will be divided into configuration items (CIs). CIs are parts of a system that can be individually managed and versioned. The system shall be managed at the CI level.

The contractor must have a configuration management plan that includes all hardware and software that is part of the system and contains at minimum the following sections:

1. Introduction
 - a. Purpose & Scope
 - b. Definitions
 - c. References
2. Configuration Management
 - a. Organization
 - b. Responsibilities

c. Tools and Infrastructure

3. Configuration Management Activities

- a. Specification Identification
- b. Change control form identification
- c. Project baselines

4. Configuration and Change Control

- a. Change Request Processing and Approval
- b. Change Control Board

5. Milestones

- a. Define baselines, reviews, audits
- b. Training and Resources

The Information System Security Officer's (ISSO's) role in the change management process must be described. The ISSO is responsible for the security posture of the system. Any changes to the system security posture must be approved by the ISSO. The contractor should not have the ability to make changes to the system's security posture without the appropriate involvement and approval of the ISSO.

The contractor shall track and record information specific to proposed and approved changes that minimally include:

- 1. Identified configuration change
- 2. Testing of the configuration change
- 3. Scheduled implementation the configuration change
- 4. Track system impact of the configuration change
- 5. Track the implementation of the configuration change
- 6. Recording & reporting of configuration change to the appropriate party
- 7. Back out/Fall back plan
- 8. Weekly Change Reports and meeting minutes
- 9. Emergency change procedures
- 10. List of team members from key functional areas

The contractor shall provide a list of software and hardware changes in advance of placing them into operation within the following timeframes:

- 30 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 10 calendar days for a low sensitivity system

The contractor must maintain all system documentation that is current to within:

- 10 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

Modified code, tests performed and test results, issue resolution documentation, and updated system documentation shall be deliverables on the contract.

Any proposed changes to the system must have written approval from the NRC Contracting Officer's Representative (COR).

The contractor shall maintain a list of hardware, firmware and software changes that is current to within:

- 15 calendar days for a classified, SGI or high sensitivity system

- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

The contractor shall analyze proposed hardware and software configurations and modification as well as addressed security vulnerabilities in advance of NRC accepted operational deployment dates within:

- 15 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

The contractor shall provide the above analysis with the proposed hardware and software for NRC testing in advance of NRC accepted operational deployment dates within:

- 15 calendar days for a classified, SGI, or high sensitivity system
- 20 calendar days for a moderate sensitivity system
- 30 calendar days for a low sensitivity system

Control Of Hardware And Software

The contractor shall demonstrate that all hardware and software meet security requirements prior to being placed into the NRC production environment.

The contractor shall ensure that the development environment is separated from the operational environment using NRC CSO approved controls.

Auditing

The system shall be able to create, maintain and protect from modification or unauthorized access or destruction an audit trail of accesses to the objects it protects. The audit data shall be protected so that read access to it is limited to those who are authorized.

The system shall be able to record the following types of events: use of identification and authentication mechanisms, introduction of objects into a user's address space (e.g., file open, program initiation), deletion of objects, and actions taken by computer operators and system administrators or system security officers and other security relevant events. The system shall be able to audit any override of security controls.

The Contractor shall ensure auditing is implemented on the following:

- Operating System
- Application
- Web Server
- Web Services
- Network Devices
- Database
- Wireless

The contractor shall perform audit log reviews daily using automated analysis tools. In addition, the contractor must log at least the following events on systems that process NRC information:

- Audit all failures
- Successful logon attempt
- Failure of logon attempt
- Permission Changes
- Unsuccessful File Access

- Creating users & objects
- Deletion & modification of system files
- Registry Key/Kernel changes
- Startup & shutdown
- Authentication
- Authorization/permission granting
- Actions by trusted users
- Process invocation
- Controlled access to data by individually authenticated user
- Unsuccessful data access attempt
- Data deletion
- Data transfer
- Application configuration change
- Application of confidentiality or integrity labels to data
- Override or modification of data labels or markings
- Output to removable media
- Output to a printer

IT SECURITY REQUIREMENTS - NRC AND CONTRACTOR (NON-NRC) FACILITIES (MAR 2011)

IT SECURITY REQUIREMENTS - NRC AND CONTRACTOR (NON-NRC) FACILITIES

BACKUPS

The contractor shall ensure that backup media is created, encrypted (in accordance with information sensitivity) and verified to ensure that data can be retrieved and is restorable to NRC systems based on information sensitivity levels. Backups shall be executed to create readable media that allows successful file/data restoration at the following frequencies:

- At least every 1 calendar day for a high sensitivity system
- At least every 1 calendar day for a moderate sensitivity system
- At least every 7 calendar days for a low sensitivity system

PERIMETER PROTECTION

The Contractor must employ perimeter protection mechanisms, such as firewalls and routers, to deny all communications unless explicitly allowed by exception.

The contractor must deploy and monitor intrusion detection capability and have an always deployed and actively engaged security monitoring capability in place for systems placed in operation for the NRC. Intrusion detection and monitoring reports will be made available to the NRC upon request for following security categorizations and reporting timeframes:

- 5 calendar days after being requested for a high sensitivity system
- 10 calendar days after being requested for a moderate sensitivity system
- 15 calendar days after being requested for a low sensitivity system

CONTRACTOR FACILITY REVIEW AND APPROVAL PROCESS

The contractor shall complete a security survey of the proposed facility in accordance with MD 12.1 in order for NRC to determine the adequacy and effectiveness of the administration of the security program and the protection afforded NRC information, employees, and assets before the facility is used for any NRC effort that includes IT.

Upon facility approval per MD 12.1, the contractor shall perform a full certification and obtain accreditation of the facility and computing systems that will be used by the contractor as part of the NRC effort that includes IT prior to commencing the effort.

The certification shall be performed at the level of the highest sensitivity of the data that is used at the facility or will ultimately be used by the product of the effort.

C.17 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (AUG 2011)

(a) The NRC will provide the contractor with the following items for use under this contract when working onsite a NRC Headquarters:

1. Government furnished space at NRC Headquarter Office located in Rockville, MD
2. Work Desk
3. Information technology IT equipment will be provide while onsite (computer equipment, printers, fax machines, copier, telephone, IT, Microsoft Windows and Clearcase software)

(b) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Office of Administration.

(c) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

C.18 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS CONVICTED OF DRUG TRAFFICKING OR POSSESSION (AUG 2011)

In the event that an award is made to an individual, Section 5301 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690), codified at 21 U.S.C. 862, authorizes denial of Federal benefits such as grants, contracts, purchase orders, financial aid, and business and professional licenses to individuals convicted of drug trafficking or possession.

C.19 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration 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 Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

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.

C.19 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply

with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

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

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

C.20 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (AUG 2011)

Prior to occupying any government provided space at NRC HQs in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Contracting Officer's Representative (COR), from the Chief, Space Design Branch, ADSPC. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

- (1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor
- (2) Removal from the space occupied
- (3) Contract Termination

C.21 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (DEC 2008)

NRC's Headquarters Assistant Drug Program Coordinator (ADPC) shall be responsible for implementing and managing the collecting and testing portions of the NRC Contractor Drug Testing Program. The Headquarters ADPC function is carried out by the Drug Program Manager in the Division of Facilities and Security, Office of Administration. All sample collection, testing, and review of test results shall be conducted by the NRC "drug testing contractor." The NRC will reimburse the NRC "drug testing contractor" for these services.

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to the requirements of the clause if they meet one of the following criteria stated in the Plan: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes pre-assignment, random, reasonable suspicion, and post-accident drug testing. The due process procedures applicable to NRC employees under NRC's Drug Testing Program are not applicable to contractors, consultants, subcontractors and their employees. Rather, a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause in accordance with the Plan. The NRC will reimburse the NRC "drug testing contractor" for collecting, testing, and reviewing test results. Any NRC contractor found to be using, selling, or possessing

illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at: <http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

SECTION D – ATTACHMENTS AND EXHIBITS

Attachment D1 – Performance Work Statement

U.S. Nuclear Regulatory Commission

Office of Chief Financial Officer

**COVER PAGE ADDENDUM TO:
TASK ORDER STATEMENT OF WORK (SOW)**

**Budget Formulation System (BFS) Enhancement BPA
Task Order #1**

Project Title: Funds Utilization Plan Design and Salary Application Enhancements

Job Code: N7366

Task Area: IT System Application Design/Enhancements

Contract No.: GS-35F-0617Y/ NRC-HQ-13-A-09-0006

Task Order No.:

Budget & Reporting No.: 51-G-156

NRC Requisition Office: OCFO/DOC/FSB

NRC COR: Jeffrey Sheldon

Fee Recoverable: Yes

TAC Numbers: TBD

Docket Number: N/A

Contractor: Deloitte, Consulting, LLP

Type of Competition: Fair and Open Competition

Type of Contract/Order: Labor-Hour

Period of Performance (including option items/periods): May 1, 2013 to September 30, 2013

U.S. Nuclear Regulatory Commission

Office of Chief Financial Officer

Budget Formulation System (BFS) Enhancement BPA TASK ORDER #1 STATEMENT OF WORK

1. PROJECT TITLE

Funds Utilization Plan (FUP) Design and Salary Application Enhancements

2. BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) operates and maintains Oracle Enterprise Performance Management Public Sector Planning system (EPM) for the agency's budget formulation processes. The NRC budget formulation processes are owned by the Office of the Chief Financial Officer (OCFO) Division of Planning and Budget and Analysis (DPB). The NRC has an Oracle EPM support and maintenance license agreement.

The agency has three existing EPM Planning applications: BUDGET, OMB53 and SALARY. The BUDGET app is the repository for the agency's annual budget formulation cycle. The OMB53 app is the repository of BUDGET app data for Office of Management and Budget (OMB) Exhibit 53/300 reporting. The SALARY app is the agency's salary and benefits forecasting tool.

The agency infrastructure for NRC's Oracle EPM system is three Hewlett-Packard (HP) DL 380 G6 servers on the Windows 2008 SP2 64 bit platform. Each of the three servers is designated as a component of the Oracle EPM system (Application/Web server, Database Server and Print Server).

3. SCOPE

The scope of this task order is as follows:

- A. The NRC is replacing in-house custom Microsoft Access database called ROMA with a new EPM Planning application for funds utilization within BFS. The Contractor shall develop a project charter for the new FUP application, and enhance existing SALARY application Extract Transform and Load (ETL) processes.
- B. The NRC is retiring the Office of Chief Human Capital Officer (OCHCO) Enterprise Staffing Plan Application (ESPA). The Contractor shall incorporate the remaining ESPA staffing plan functionality into the existing BFS SALARY application.

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4. APPLICABLE DOCUMENTS AND STANDARDS

All work under the task order will be compliant under the Federal Information Security Management Act of 2002 (FISMA).

5. SPECIFIC TASKS

Task Order Requirement A: The NRC is replacing in-house custom Microsoft Access database called ROMA with a new EPM Planning application for funds utilization within BFS. The Contractor shall develop a project charter for the new FUP application. Task Order Requirement A consists of one (1) subtask:

TO1A.1 The Contractor shall gather information from NRC stakeholders on the 'as is' funds utilization process. The Contractor will base their information gathering on the NRC's Transforming Assets into Business Solutions (TABS) 3 Executive Report on Funds Utilization. The Contractor shall create the 'to be' funds utilization process based on the 'as is' information gathering results. The 'to be' process will include, but is not limited to, process workflow, Oracle EPM metadata design, estimated schedule and possible risks.

Task Order Requirement B: The NRC is retiring the Office of Chief Human Capital Officer (OCHCO) Enterprise Staffing Plan Application (ESPA). The Contractor shall incorporate the remaining ESPA staffing plan functionality into the existing BFS SALARY application. Task Order Requirement B consists of one (1) subtask:

TO1B.1 The Contractor shall modify/enhance the BFS Salary Extract, Transform and Load (ETL) process by incorporating but not limited to data fields, tables, metadata and other ESPA staffing plan functionality to BFS SALARY. The Contractor shall create/modify existing BFS financial reporting to accomplish the transfer of ESPA functionality. The Contractor shall test all SALARY application, infrastructure and ETL changes and gain NRC approval before pushing to production environment. The Contractor shall update all SALARY application documentation (including but not limited to SALARY design, administration and user manual documentation)

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6. DELIVERABLES AND DELIVERY SCHEDULE

REQ.	DELIVERABLE	DUE DATE
TO1A.1	FUP Project Charter Document	July 1, 2013
TO1B.1	ESPA Functionality Incorporated into BFS	August 31, 2013

In addition to the above deliverables, the Contractor shall submit via email a weekly status report in Excel or PDF format to the COR and Contracting Officer which shall include summary of progress with accomplished efforts, problems/delays, total costs incurred to date and balance of obligations remaining to date.

7. REQUIRED LABOR CATEGORIES

The contract type for this task order is labor-hour. Task Order #1 will require the following four (4) labor categories:

- Manager II
- Manager I
- Senior Consultant
- Consultant

The estimated level of effort is 1000 hours

8. GOVERNMENT-FURNISHED ITEMS

For all onsite work performed under this task order, the Government will provide the Contractor with the proper government-furnished items that include but not limited to office space, desk, computer, and telephone.

GOVERNMENT-FURNISHED SOFTWARE/DATA/DOCUMENTS

- Provide administrator access to BFS and its supporting sub-systems to perform the task

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9. PLACE OF PERFORMANCE

Work under the task order will require contractor staff to be on-site at NRC headquarters, Two White Flint North, 11545 Rockville Pike, Maryland.

10. PERIOD OF PERFORMANCE

The period of performance is from May 1, 2013 to September 30, 2013.