

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

47

2. AMENDMENT/MODIFICATION NO.

M0006

3. EFFECTIVE DATE

02/21/2016

4. REQUISITION/PURCHASE REQ. NO.

R1-16-0012

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

NRCHQ

7. ADMINISTERED BY (If other than Item 6)

CODE

US NRC - HQ

ACQUISITION MANAGEMENT DIVISION

MAIL STOP 3WFN-05-C64MP

WASHINGTON DC 20555-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

MAR INCORPORATED

ATTN DANIEL HACKENBERG

1803 RESEARCH BOULEVARD

SUITE 204

ROCKVILLE MD 208506106

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.

GS06F0641Z

NRC-R1-91-14-T-0001

10B. DATED (SEE ITEM 13)

02/28/2014

CODE 062021639

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$6,564.00

2016-X0200-FEEBASED-91-91D099-51-J-145-1004-252A

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X Option to Extend Services 52.217-9 &amp; Changes 52.212-4(c)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GS06F0641Z/NRC-R1-91-14-T-0001

Region 1 Cyber Security Program Support Services

The purpose of this modification is the following:

- 1) Exercise Option Year 2
  - 2) Add an order of precedent to the Section G of the Task Order.
  - 3) Attach a revised statement of work (SOW), Attachment 1.1, which shall supersede Attachment 1.
  - 4) Attach a revised price schedule, Attachment 2.1,
  - 5) Update the required WAF template
- Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)

Mary Lee Pence

Director of Contracts and Purchasing

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

DOMONIQUE MALONE

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

Mary Lee

Digitally signed by Mary Lee Pence  
DN: c=US, o=IdenTrust ACES Business  
Representative, ou=MAR INCORPORATED

2-22-2016

Domonique Malone

3-1-2016

(Signature of person in authority)

(Signature of Contracting Officer)

Pence

0.9.2342.19200300.100.1.1=A01097C0000

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Date: 2016.02.22 10:54:56 -05'00'

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

APR 29 2016

ADM002

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS06F0641Z/NRC-R1-91-14-T-0001/M0006PAGE OF  
2 47NAME OF OFFEROR OR CONTRACTOR  
MAR INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	6) Extend the Monthly Progress Report for Billing of March and June  See additional pages for more details.				

**The purpose of this modification is the following:**

**1.) Add the service contract reporting requirement FAR clause per OMB and federal guidance to Section I of the Task Order.**

52.204-14 Service Contract Reporting Requirements (JAN 2014)

(a) Definition.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information:

- (1) Contract number and, as applicable, order number.
- (2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.
- (3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.
- (4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at [www.sam.gov](http://www.sam.gov). (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)

(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

- (i) Subcontract number (including subcontractor name and DUNS number); and
- (ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

**2.) Add an order of precedent to the Section G of the Task Order.**

The following order of precedent shall be used to govern and implement the terms and conditions of this Task Order:

- a.) Contractor's GSA Alliant Contract (GS-06F-0641Z)
- b.) Contractor's NRC Task Order
- c.) Contractor's NRC Task Order Work Assignment Forms

**3.) Attach a revised statement of work (SOW), Attachment 1.1, which shall supersede Attachment 1.**

- a.) Add section 7.4.1 for Periodic System Cybersecurity Assessment (PSCA) to the SOW.
- b.) Revise the meeting requirement by adding quarterly meetings to SOW section 12.

**4.) Attach a revised price schedule, Attachment 2.1, which shall supersede Attachment 2. Updates to the Price Schedule include:**

- a.) List all labor categories independently of SOW section. This shall formally allow every labor category to be used, as needed, throughout the task order which was previously implied.
- b.) Specify and distinguish labor rates based on Government Site or Contractor Site Rates.
- c.) Add a rate for the Administration/Clerical (Senior) at the Contractor Site.
- d.) Add the following prices per email authorization of the previous CO:
  - i. Section 7.1.2 Project Plan and Project Manager Support
  - ii. Section 7.7.5 Role-Based Training Course Instruction
  - iii. Sections 7.0, 7.1, 7.6, 7.7 CSPSS Program Support (only covers Program/Project Management, Financial and Status Reporting, Quality Control for overall program and working groups, and Tools and Scanning Laptop Support)

e.) Rename the Firm Fixed Price Section from Annual Security Controls and Vulnerability Test (ASCVT) - Sections 7.2.1, 7.4, 7.6.3 to Periodic System Cybersecurity Assessment (PSCA) - Section 7.4.1.

f.) On-going Work Assignment Forms (WAFs) shall not be revised. Only new WAFs shall utilize the pricing and structural changes of Attachment 2.1.

**5.) Update the required WAF template and include a courtesy copy with this modification. This version (CSPSS WAF Template Rev2.pdf) shall be used to document high level technical direction for the Task Order from this date forward.**

**6.) Extend the Monthly Progress Report for Billing of March and June**

The Task Order requires a CSPSS Monthly Progress Reports to be delivered along with Invoices by the 5<sup>th</sup> business day of each calendar month. However, there are two billing periods during 2016 where the MAR accounting period spans into the following calendar month. Therefore, NRC authorizes extensions for delivery of the below Monthly Progress Reports and Invoices allowing 5 Business Days after completion of the accounting period in the months noted below:

Billing Period	Contract Due Date (5th Business Day of calendar month)	Accounting Period End Date	Requested Due Date (5th Business Day after period ends)
Mar-16	4/7/2016	4/1/2016	4/8/2016
Jun-16	7/8/2016	7/1/2016	7/11/2016

**Unilaterally, FAR 52.217-9 -- Option to Extend the Term, this modification shall:**

**1.) Exercise Option Year 2**

Per FAR 52.217-9 -- Option to Extend the Term of the Contract, NRC provided a Notice of Intent to the Contractor on November 20, 2015, which was acknowledged by the Contractor on November 23, 2015.

**2.) Option year 2 ceiling (CLIN 20001) at \$137,935.76 shall be divided between the LH and FFP CLINS as follows:**

The LH ceiling, CLIN 00001, is increased by the following:

From: \$ \$172,148.28

By: \$105,935.76

To: \$278,084.04

The FFP ceiling, CLIN 00002, is increased by the following:

From: \$102,297.66

By: \$32,000.00  
To: \$134,297.66

The Task Order's new total exercised ceiling shall be \$412,381.70.

The Task Order's total ceiling shall remain the same at \$1,144,172.23.

**3.) Under Option Year 2, this modification authorizes LH performance under WAF 7 and (see attachment(s)). Attachment(s) shall be incorporated as Task Order Attachment(s) as follows:**

WAF 7: Task Order Attachment # 2

**4.) CLIN 00001 LH Obligations are added as follows:**

WAF 7: Total is \$22,829.60  
Fully funded/ Incrementally Funded at \$ 0  
Requisition:  
Accounting Code:

Therefore, the Total CLIN 00001 LH Obligations shall be increased as follows:

From: \$159,400.00  
By: \$0  
To: \$159,400.00

As a result of the ceiling and obligations changes, CLIN 00001 has a ceiling of \$278,084.04 and a total obligation of \$159,400.00, therefore there \$118,684.04 remains unfunded and available to fund under the LH ceiling.

**5.) Under Option Year 2, this modification authorizes FFP performance under WAF 6 (see attachment(s)). Attachment(s) shall be incorporated as Task Order Attachment(s) as follows:**

WAF 6: Task Order Attachment # 1

**6.) CLIN 00002 FFP Obligations are added as follows:**

WAF 6: Total is \$6,564.00  
Fully funded/ Incrementally Funded at \$6,564.00  
Requisition: R1-16-0012  
Accounting Code: See task order award

Therefore, the Total CLIN 00002 FFP Obligations shall be increased as follows:

From: \$19,600

By: \$6,564.00

To: \$26,164.00

As a result of the ceiling and obligations changes, CLIN 00002 has a ceiling of \$134,297.66 and a total obligation of \$26,164.00 therefore there \$108,133.66 remains unfunded and available to fund under the FFP ceiling.

**7.) The Task Order's Total Obligations have therefore been modified as:**

From: \$179,000.00

By: \$6,564.00

To: \$185,564.00

*All other terms and conditions remain the same.*

# NRC CSPSS Task Order Work Assignment Form

Print Form

Contract No. GS06F0641Z, Task Order No. NRC-  -  -  -T- 000

Serial Work Assignment Number (e.g., 1, 2, 3):



## To be completed by Task Order COR

What SOW area is this work for?

- ☒ 7.1 Project Management   ☐ 7.4 Continuous Monitoring   ☐ 7.7 Policy, Standards, Training  
☐ 7.2 Special Projects   ☐ 7.5 Data Calls  
☐ 7.3 System Authorization   ☐ 7.6 Cyber Situational Awareness

Required Period of Performance:

*Detailed* description of work to be performed, written in such a way to describe the desired outcome and providing supporting details that the contractor will need to complete the work but avoiding telling the contractor how to do the work:

### RI Project Management

The Contractor shall provide shared Project Management support services for offices under the Cyber Security Program Support Services (CSPSS) contract. This support will be provided during the periods outlined in this work assignment form. The cost of this support will be split across offices based on a percentage of overall anticipated costs during the Option Year, and the total of all support will equal the annual Project Manager cost from the CSPSS Price Schedule.

Support services shall include the following:

1. Quarterly Meetings - The Contractor shall meet with the primary or alternate Contracting Officer Representatives (COR) to discuss concerns or challenges that are currently being experienced on the task order. The primary and alternate CORs, and Contractor, shall jointly develop the agenda to ensure issues are addressed, deadlines are known, and direction can be provided to resolve any known issues. The Contractor shall be responsible for taking the minutes of this meeting. The minutes will be documented using Microsoft Word. The Contractor must send the minutes to the primary and alternate CORs for their review and/or approval within three (3) business days.
2. Ad Hoc Meetings - Either party may request an ad hoc meeting. The calling party must provide an agenda and a summary description of what is to be discussed 48 business hours before the meeting is held. The Contractor will be responsible for taking the minutes of this meeting. The minutes shall be documented using Microsoft Word. The Contractor must send the minutes to the primary and alternate CORs for their review and/or approval within three (3) business days.
3. The Contractor shall develop and maintain a Project Plan(s) for this task order and provide electronically to the primary and alternate CORs. At a minimum, the project plan(s) shall contain a Level 4 Work Breakdown Structure (WBS).
4. The Contractor shall provide Project Management oversight of all tasks performed under this task order.



## To be completed by MAR, Incorporated

List of Firm-Fixed-Price Services Proposed (itemized) and Firm-Fixed-Price for Each of Them:

RI Project Management - \$6,564.00

Total Amount for Firm-Fixed-Price Services: \$6,564.00

List of Estimated Labor Categories, Fixed Hourly Rates, and Hours per Labor Category Proposed\*:

N/A

Ceiling Price for Labor-Hour Requirements: \$0.00

\*Any labor hours proposed in this WAF demonstrate the proposed labor categories, mix, and hours needed to successfully perform and complete the requirements within the WAF. MAR, Incorporated may deviate from the WAF's anticipated labor categories, mix, and estimated hours without modification to this form; given that any deviation is only to another labor category and corresponding rate within the Task Order's price schedule. The Contractor shall not exceed the authorized WAF's ceiling price for labor-hour requirement, except at its own risk.

Explanation of Proposal (if necessary):

As a Firm Fixed Price activity, Project Management will be invoiced per the below performance based payment schedule:

12 Monthly Payments of \$547.00 upon delivery of one or more of the following deliverables:

Meeting Minutes from the COR Status Meeting  
Meeting Minutes from Ad Hoc Meetings  
Project Plan(s)

## Concurrence

Task Order COR Signature

Louis Manning

Digitally signed by Louis Manning  
DN: cn=Louis Manning, o=U.S. Government, ou=U.S. Nuclear Regulatory Commission,  
ou=HRC-TV, cn=Louis Manning, 1.2.840.113549.1.1.1=20160107122606-0300  
Date: 2016.01.07 12:26:06 -0300

Authorized MAR Representative Signature

Rebecca Quivey (affiliate)

Digitally signed by Rebecca Quivey (affiliate)  
DN: cn=Rebecca Quivey (affiliate), o=U.S. Government, ou=U.S. Nuclear Regulatory Commission,  
ou=HRC-TV, cn=Rebecca Quivey (affiliate), 1.2.840.113549.1.1.1=20160107122606-0300  
Date: 2016.01.07 12:26:06 -0300

**Once concurrence is obtained,  
please forward to the Contract  
Specialist for review.**

Revisions to this Work Assignment may be made by written agreement between the Task Order COR and an authorized MAR representative. Such revisions would be made by creation of a revision to this Work Assignment Number (e.g., Work Assignment 1a, Work Assignment 1b, etc.)

Attachment 1.1  
Revised Statement of Work  
(SOW)

1 OBJECTIVE

The Federal Information Security Management Act (FISMA) of 2002 requires agencies to develop, document, and implement an agency wide (includes NRC headquarters facilities, regions, etc.) program for the security of information and information systems that support the operations of the agency. These information systems include those provided or managed by (1) the agency, (2), another agency, (3) Contractor, or (4) other source. Agencies must perform periodic assessments of the risk and magnitude of the harm that could result from the unauthorized use, access, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the agency. The Contractor will assist the NRC in establishing and maintaining a robust Cyber Security Program. The Contractor shall ensure the program operates in compliance with the applicable federal and NRC Cyber Security regulations, policy, standards, and guidance.

The Contractor shall support the NRC as follows:

- Project Management:
  - Maintain a Quality Assurance Plan.
  - Develop and maintain a Project Management Plan.
- Special Projects:
  - Report on cyber security risks across the NRC infrastructure quarterly.
  - Evaluating new technologies to understand their security impact and how they could be used to enhance the NRC Cyber Security Program.
  - Analyze Cyber Security best practices and make recommendations on how those practices could be used at the NRC.
- FISMA Compliance and Oversight:
  - Assist the NRC in authorizing each of its information systems to operate.
  - Support the NRC in establishing and maintaining a robust Cyber Security continuous monitoring program.
  - Assist the NRC with Cyber Security related data calls from other government agencies and the NRC Office of Inspector General.
  - Assess planned or completed remediation actions to ensure they meet federally mandated and NRC defined cyber security requirements.
- Cyber Situational Awareness:
  - Support the NRC's computer security incident response efforts.
  - Perform Computer Security Vulnerability Assessments.
  - Develop and establish and maintain a Cyber Security Laboratory.
  - Verify and validate the agency's use of the Security Content Automation Protocol (SCAP).

- Assist the NRC in establishing a software quality assurance program to verify and validate information systems are resistant to cyber security attacks.
- Perform computer security penetration testing.
- Evaluate system security designs and configurations.
- Develop and implement and maintain an in depth Security Architecture that follows the Federal Segment Architecture Methodology.
- Pilot systems that support the NRC Cyber Security Program.
- Perform Security Impact Assessments (SIAs).
- Policy, Standards, and Training:
  - Assist the NRC in developing, establishing, and maintaining Cyber Security Policy that adheres to federally mandated requirements and industry best practices.
  - Assist the NRC in developing processes, procedures, templates, checklists, standards, and guidance that support the NRC Cyber Security program.
  - Analyze business solutions to ensure they meet federally mandated and NRC defined cyber security requirements.
  - Establish, conduct, and maintain IT Security Awareness Training, Role-based Training, and other specialized Cyber Security training.
  - Assist the NRC in effectively communicating Cyber Security information to the NRC user community.

## 2 CONTRACT TYPE

This task order will utilize the firm-fixed-price (FFP) and labor-hour (LH) contract types.

## 3 SCOPE

The Contractor shall provide all personnel and other direct costs necessary to accomplish the work as specified in this Statement of Work (SOW).

## 4 FACILITY ACCESS

The following sections provide details on Contractor access to NRC facilities.

### 4.1 Hours of Operation

The Contractor shall have access to all NRC facilities five (5) days per week, Monday through Friday, except when these facilities are closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. If the Contractor is supporting a critical function (e.g., incident response) their access may be expanded to the weekends. This shall be addressed on a case by case basis.

### 4.2 Place of Performance

The NRC shall provide onsite physical space for up to four (4) Contractor full time equivalents at NRC headquarters and the NRC shall supply desktops for those individuals to access NRC's Local Area Network (LAN). The remaining Contractor personnel working on this task order shall

operate remotely using a workstation or laptop that has been approved by the primary or alternate COR in writing to process NRC information.

## 5 TRAVEL

The task order contains the following travel requirements:

- (a.) Local travel expenses will not be reimbursed by the NRC. On-site parking at NRC is not available. Parking is available at the White Flint Metro Station.
- (b.) Occasional travel to the NRC Regional locations and remote NRC facilities including State and Local Government facilities and external commercial and government application service providers and application hosting facilities may be required.
- (c.) Total expenditures for domestic travel (does not include travel to any NRC Headquarters facilities) may not exceed \$80,000.00 for each year of the period of performance, without the prior written modification of the task order to obligate additional funds. Travel costs may include an applicable G&A burden but shall not include profit/fee.
- (d.) The Contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this task order. The cost limitations for travel costs are determined in accordance with Federal Acquisition Regulation (FAR) 31.205-46.
- (e.) If the Contractor exceeds obligated funds for travel costs, it does so at its own risk.

### 5.1 Special Access Requirements

The Contractor may need to be contacted outside of normal duty hours. The Contractor shall respond to all inquiries, both during and outside of normal duty hours, within four (4) hours of being contacted by the primary or alternate Contracting Officer's Representative (COR). Historically, this has occurred only a couple of times a year.

## 6 GOVERNMENT FURNISHED INFORMATION

The Contractor shall have access to information (e.g. Standard Operational Procedures, regulations, manuals, texts, briefs and the other materials associated with this project) and tools located on the NRC infrastructure. All information, regardless of media, provided by the Government and/or generated for the Government in the performance of this task order is Government property and shall be maintained and disposed of by the Government. At the time of disposition, this information shall be boxed up, its contents labeled, and delivered to the Contracting Officer. Also, the Contractor shall completely remove all electronic copies of the information from Contractor equipment (e.g.; computers, copiers, printers, faxes). The government reserves the right to verify and validate how this has been done.

All equipment/media that has ever contained electronic copies of SGI or classified information must be provided to the government for destruction.

## 7 TASKS AND DELIVERABLES

The Contractor shall support the NRC in its efforts to establish and maintain a robust Cyber Security Program. The following tasks shall be performed by the Contractor during the execution of this Statement of Work. All data that is first produced under this task order is subject to clause 52.227-17, Rights in Data—Special Works (Dec 2007).

All deliverables must be provided to the primary COR and their alternate COR (s) in the NRC Computer Security Office (CSO).

The primary and alternate COR (s), in consultation with the NRC CISO, will provide overarching technical direction on the manner and method used to perform and report on all cyber security activities and shall resolve any differences in technical direction provided by different office CORs.

Note: This task order cannot be awarded to a Contractor that constructs, operates, or maintains NRC information systems. This would be considered a conflict of interest. Also the Contractor will not be allowed to act as an Information System Security Officer (ISSO) for any NRC system.

## 7.1 Project Management

The Contractor shall comply with, and provide the following services as required by, NRC Management Directive 2.8, Project Management Methodology (PMM).

### 7.1.1 Quality Assurance Plan

The Contractor shall provide a Quality Assurance Plan for this task order. This plan must be approved in writing by the primary or alternate COR (s) prior to submission of the first deliverable. The plan shall address the following:

- 1) Deficiency Prevention: A description of the methods to be used for identifying and preventing deficiencies and their causes in the quality of service performed before the level of performance becomes unacceptable.
- 2) Resolution: Documents the corrective or preventive actions that were taken during the execution of this task order. These records shall be made readily available to the primary and alternate CORs.

### 7.1.2 Project Plan (includes Level 4 Work Breakdown Structure)

The Contractor shall develop and maintain a Project Plan for this task order and provide that project plan electronically to the primary and alternate CORs. At a minimum, the project plan shall contain a Level 4 Work Breakdown Structure (WBS) and shall use the project plan template from NRC's PMM web site. The WBS shall include a definition of the work to be conducted decomposed into distinct discrete manageable tasks or groups of tasks (work packages) with decisive outputs and specific measurable entry and exit criteria. Each work package shall have a short duration (not to exceed 80 hours), or can be divided into a series of milestones whose status can be objectively measured. Each work package shall be assigned a start and finish date, a budget value, and shall be constructed such that it can be integrated with higher-level schedules.

Levels one through three of the WBS shall be organized as follows:

- Level one of the WBS shall represent the NRC Office that is allocating funds on this task order. The Contractor must be able to track costs and earned value management at this level.
- Level two of the WBS shall be broken down into various activities that are being performed for that NRC Office. For example: Continuous Monitoring, Authorization, Software Quality Assurance, Policy Support, Standards Support, etc.

- Level three of the WBS shall represent the tasks that are needed to perform each activity under this task order. For example under Authorization: Security Categorization, System Security Plan, Standards Test & Evaluation Plan, Testing, etc.

The project plan shall specify, at the task level, a schedule and ceiling price to accomplish the work and identify the resources needed to complete the work. Resources include manpower, hardware, software, equipment, travel, etc. The Contractor shall ensure the WBS laid out in the project plan adequately defines all work necessary to meet the requirements of this task order.

The Contractor shall utilize Microsoft Project and other resources to develop and maintain the project plan. The project plan shall be provided to the primary and alternate CORs on a monthly basis and shall be delivered in conjunction with the Monthly Status Report.

## 7.2 Special Projects

The following Special Projects shall be implemented under this task order.

### 7.2.1 Assessment of Residual Risk

The Contractor shall develop and implement a process for determining cyber security risks that affect the NRC IT infrastructure. The Contractor shall place greater emphasis on risks that occur at an enterprise level or impact multiple NRC information systems. The Contractor shall develop a reporting template (Quarterly Residual Risk Report) and brief the primary and alternate CORs on current residual risks as well as risk trends on a quarterly basis.

Assessment of risks shall be based upon supported evidence. The Contractor shall use the following sources to determine these risks: audits, the Enterprise Risk Assessment, Cyber Security incidents, NRC Strategic Plans, Inspector General Reports, Plan of Action & Milestone items, vendor reported vulnerabilities & exploits, and observations. The Contractor shall identify, prioritize, and map these risks to NRC's mission and business functions. The Contractor shall document all risks that were found during this assessment in a formalized report that is delivered to the primary and alternate CORs.

The Contractor shall give a quarterly risk briefing to the primary and alternate CORs that communicates the results of this assessment to NRC management.

### 7.2.2 Classified Processing Support

The Contractor shall provide the following security engineering support for classified information processing:

- Support the NRC efforts to obtain an authorization to operate for systems that process classified information.
- Assist the NRC in developing and maintaining a continuous monitoring program for its information systems that process classified information.
- Work with the NRC to ensure that classified information is properly protected and secured.

All classified processing must comply with CNSS publications, except where the information and systems are governed by the Director of National Intelligence issuances.

### 7.2.3 Evaluation of New Technologies

The Contractor may be requested to assist the primary and alternate CORs in evaluating new technologies so the impact these technologies have on NRC's information systems and the NRC Cyber Security Program can be fully understood.

### 7.2.4 Analysis of Best Practices

The Contractor shall analyze security best practices to determine how those practices can be applied to the NRC Cyber Security Program. After the analysis has been completed, the Contractor shall develop recommendations and document those recommendations in white papers that will be delivered to the primary and alternate CORs. Once the primary or alternate COR has reviewed the white papers and decided upon a course of action, the Contractor m primary and alternate CORs may be asked to assist the NRC in incorporating selected recommendations into the NRC Cyber Security Program.

## 7.3 System Authorization

The Contractor shall assist the NRC with the following: authorizing its information systems, developing accurate and high-quality system security documentation, testing systems to determine risk, supporting continuous monitoring activities, and assisting with data calls from other government agencies and the NRC Office of Inspector General (OIG).

### 7.3.1 Obtaining NRC Information Systems Authorization to Operate

The Contractor shall assist the NRC in developing authorization packages for its unclassified information systems. The Contractor may support the system owner in the development of the entire authorization package or just a portion of it. For example, the Contractor may only act as an independent assessor during the testing and evaluation of the system. In this instance the Contractor would only be testing the system.

The Contractor shall assist the NRC in annually authorizing NRC information systems. An authorization package must include but is not limited to the following:

- E-Authentication Risk Assessment

Electronic authentication (e-authentication) is the process of establishing confidence in user identities electronically presented to an information system. The focus is on remote authentication of individual people over a network, for the purpose of electronic government or commerce. The OMB M-04-04 memorandum guidance applies to systems that have remote authentication of users of Federal agency information technology systems for the purposes of conducting Government business electronically (or e-government). The guidance does not apply to internal only systems or the authentication of servers, or other machines and network devices. E-Authentication Risk Assessments shall be consistent with OMB M04-04, NIST SP 800-30, NIST SP 800-60, and NIST SP 800-63. The Contractor must develop the E-Authentication Risk Assessments according to NRC requirements. It will be the responsibility of the Contractor at the start of each assessment to ensure the latest requirements are adhered to.

- Security Categorization Package

Security categorization for information and information systems provides a common framework and understanding for expressing security that, for the federal government, promotes: (i) effective management and oversight of information security programs; (ii)

consistent reporting to the OMB and Congress on the adequacy and effectiveness of cyber security policies, procedures, and practices. NRC's Security Categorization Package contains the following deliverables: Security Categorization Memo, Security Categorization Document, Privacy Impact Assessment (PIA), etc. The Security Categorization document must follow federally mandated requirements found in NIST FIPS 199 Standards for Security Categorization of Federal Information and Information Systems and NIST SP 800-60 Guide for Mapping Types of Information and Information Systems to Security Categories. In addition, the Contractor must develop the Security Categorization Package according to NRC defined cyber security requirements. It will be the responsibility of the Contractor at the start of each categorization package to ensure the latest requirements are adhered to.

- Security Risk Assessment (SRA)

The SRA is an important activity in the NRC's information security program that directly supports security authorization and is required by the FISMA and OMB Circular A-130, Appendix III. This assessment influences the development of the security controls for an information system and generates much of the information needed for the system's security plan.

The assessment shall ensure compliance with NRC's Cyber Security policy, ensure compliance with federally mandated security requirements, and include but is not limited to the following:

- Identification of user types and associated roles and responsibilities;
- Identification of risk assessment team members and their associations;
- A description of the risk assessment approach and techniques, where the techniques include documentation review, interviews, observation, and system configuration assessments, security scans and penetration tests;
- A description of the risk scale used, including at a minimum, the potential impact as defined in FIPS 199, and likelihood as defined in NIST SP 800-30, Risk Management Guide for Information Technology Systems;
- A list of potential system vulnerabilities;
- A list of potential threat-sources applicable to the system, including natural, human, and environmental threat-sources;
- A table of vulnerability and threat-source pairs and observations about each;
- Detailed findings for each vulnerability and threat-actions discussing the possible outcome if the vulnerability was exploited; existing controls to mitigate the pair; the likelihood determination as high, moderate, or low; the impact determination expressed as high, moderate, or low; the overall risk rating based upon the risk scale; and the recommended controls to mitigate the risk; and,
- A summary that includes the number of high, moderate, and low findings and provides a list of prioritized action items based upon the findings.

The assessment shall be documented in a report according federally mandated and NRC defined cyber security requirements. It will be the responsibility of the Contractor at the start of each assessment to ensure the latest requirements are adhered to.



All findings that are discovered during the SRA shall be incorporated into the system's Plan of Action and Milestones (POA&M) Report.

- System Security Plan (SSP)

The SSP shall be developed in accordance with NRC Cyber Security policy and federally mandated requirements (NIST Special Publications, Federal Information Processing Standards, etc.). The SSP identifies the necessary security controls that are required, citing the security controls that are in place, those that are planned, those that are not planned, and those that are not applicable.

When an NRC information system inherits a security control being provided by another information system, what is being inherited shall be noted along with the name of the system providing that control. The Contractor shall trace the security controls to specific documented guidance, NRC policy (e.g., Management Directives), infrastructure policy or procedures, and federally mandated security requirements.

The SSP shall be documented and updated to reflect security testing, control implementation, and changes to the system. Once the certifier enters his/her information into the SSP it cannot be changed without CSO's approval. The final SSP shall reflect validated in-place and planned controls.

- Preliminary Assessment Report

The Contractor shall perform a preliminary assessment of the system to ensure the system is compliant with federally mandated and NRC defined cyber security requirements. The following is a sample of what must be checked:

- All National Institute of Standards and Technology (NIST) Federal Information Processing Standards. Especially NIST FIPS 140-2. When checking NIST FIPS 140-2, the Contractor must ensure that all cryptography used in the system has been validated, has a current FIPS 140-2 certificate, and the configuration of that cryptography complies with the security policy specified by the certificate for the cryptographic module.
- All NIST Special Publications. Especially NIST 800-53. The Contractor must ensure the system complies with the technical, managerial, and procedural controls found in this standard.
- All NRC Management Directives.
- All NRC Cyber Security Standards. For a complete list of Cyber Security standards please see "<http://www.internal.nrc.gov/CSO/standards.html>".

Note: If a configuration standard has not been identified, DISA standards, checklists, and guidance shall be used. In the absence of CSO and DISA configuration information, CIS benchmarks shall be used. In the absence of CSO, DISA, and CIS configuration the vendor's security guide shall be used.

- Currency of Cyber Security relevant patches, service packs, and versions.
- Mitigation of known vulnerabilities
- All Committee on National Security Systems (CNSS) issuances

The Contractor shall identify any operational risks found that may affect the system's ability to perform its mission and protect its data (stored and transmitted). The Contractor shall

assist developers, project managers, engineers, etc. to identify vulnerabilities during the initial stages of the System Development Life Cycle (SDLC).

Preliminary Testing includes automated and manual testing of the different system platforms to ensure they have been configured, operated, and maintained correctly and in accordance with NRC policy and standards. An operating system and application scan against required configuration standards and assessing vulnerability patching is required.

The Contractor shall document the results and observations of this process in a Vulnerability Assessment Report (VAR). Each finding identified in the VAR shall include the risk number, a description of each risk, the type of risk (i.e., impacting the confidentiality, integrity, or availability), the level of risk (i.e., low, moderate, or high), the associated controls, and the action(s) required or actually performed to eliminate or minimize each risk.

The Contractor shall coordinate and execute all applicable site access and non-disclosure agreements and authority to scan forms with parties other than the NRC prior to commencement of the above mentioned activities, ensuring that project schedules are not impacted.

Finally, all deficiencies found in the system that are exploitable must be reported to the primary and alternate CORs immediately in writing.

- Systems Test and Evaluation (ST&E) Plan

The ST&E plan exercises the system's security controls and ensures those controls are operating as intended and have been implemented in accordance with federally mandated requirements / NRC defined surety requirements. The following lists some of the guidance that should be considered when developing the ST&E Plan:

- NIST SP 800-53A Guide for Assessing the Security Controls in Federal Information Systems
- NIST SP 800-53 Recommended Security Controls for Federal Information Systems
- NIST SP 800-37 Guide for Applying the Risk Management Framework to Federal Information Systems
- NRC System Security Test and Evaluation Plan Template

The ST&E plan provides detailed test procedures to ensure all federally mandated and NRC defined cyber security requirements are fully tested. These procedures contain sufficient detail that a technically trained individual not familiar with the system can successfully follow the procedures.

The following criteria shall be utilized during testing:

- Examine - The Contractor shall observe random individuals to verify that activities on the system follow the documented procedure or process as the activity is performed. For example, examine visitors upon computer room entry in order to verify that all visitation procedures are followed. The Contractor shall examine all processes, procedures, and documents associated with the system to ensure they are in compliance with established requirements.

- Interview - The Contractor shall interview personnel to verify the security policies and procedures are understood as implemented and prescribed by governing policies and regulations.
- Inspection - The Contractor shall ensure security controls have been properly implemented and maintained. For example, the Contractor shall verify that the visitor's name, signature, organization, reason of visit, arrival and departure date, time, and the escort's name, initials, or signature are included on the log sheets.
- Test - The Technical Test verification method shall be used to verify that each implemented control is functioning as intended. For example, the Contractor shall attempt to access the system by logging on to the system from an end user workstation (or other device) using an incorrect password to see if the system responds with an error message stating an incorrect password has been entered or denies access after exceeding the maximum threshold for logon attempts.

If a control is inherited, the Contractor shall review the inherited system's security documentation to determine if the control is in place and operating as intended. If it is not, this shall be factored in when the system's risks are determined.

If the control is not inherited, the Contractor shall ensure that the security control meets all federally mandated and NRC defined cyber security requirements and provides the appropriate level of protection based on the sensitivity of the system. This shall be determined through interviews, documentation reviews, or testing.

- Security Control Testing

The system shall be reviewed, verified, and validated using the system's security test plans and procedures to ensure the accuracy and adequacy of documented test procedures for all system security controls and associated technical resolutions, risk mitigation, and implementations contained within various NRC security and systems development documentation such that confirmation that the system and associated controls are operating as intended. The Contractor shall evaluate common controls used throughout the agency. Once testing has been completed, the ST&E Report, the Vulnerability Assessment Report, and the Project Objectives and Milestones (POA&M) Report shall be developed to document the results. All findings that are not immediately remediated must be documented.

System testing includes automated and manual testing of the different system platforms and applications to ensure security controls have been configured, operated, and maintained correctly. This shall be accomplished through interviews, documentation reviews, or testing depending on the security control being assessed.

The Contractor shall be responsible for coordinating and executing all applicable site access, and authority to scan forms with other parties for the commencement of the above mentioned activities.

Examples of some of the standards that must be checked:

- National Institute of Standards and Technology (NIST) Federal Information Processing (FIPS) 140-2. When checking NIST FIPS 140-2, the Contractor must ensure that all cryptography used in the system has been validated, has a current FIPS 140-2

certificate, and the configuration of that cryptography complies with the security policy specified by the certificate for the cryptographic module.

- NIST 800-53A. The Contractor must ensure the system complies with the technical, managerial, and procedural controls found in this standard.
- NRC Cyber Security Standards. NRC Cyber Security standards ensure a consistent application of security across NRC information systems and provide a minimally acceptable level of security for devices, operating systems and applications. NRC Cyber Security Standards are used as system baseline configurations for any information system that stores, transmits/receives, or processes NRC information.

Please note: Individual Contractors working with the system owner to develop the system's E-Authentication Risk Assessment, Security Categorization Package, or SSP cannot be involved in system testing. This would be considered a conflict of interest.

- POA&M Report

The POA&M Report identifies the risks or findings that were found during the authorization process. POA&Ms document the risk number; a description of each risk; the type of risk (i.e., impacting the confidentiality, integrity, or availability); the level of risk (i.e., low, moderate, or high); the associated controls; and the action(s) required or actually performed to eliminate or minimize each risk. The POA&M report is a tool that is used to track the system's remaining findings to ensure remediation occurs over an agreed upon period of time.

The format and data required in quarterly POA&M reports is determined by the OMB and is subject to change on an annual basis.

- Contingency Plan (CP)

The Contractor shall assist the NRC in developing a CP, disaster recovery procedures, and business impact assessment that supports the system's contingency planning process. The CP shall be documented according to the current NRC CP Template.

The CP shall be developed in accordance with federally mandated requirements, NRC defined cyber security requirements and contingency approach, National Institute of Standards & Technology (NIST) Special Publication (SP) 800-34 "Contingency Planning Guide for Information Technology Systems", NIST SP 800-37 "Guide for Applying the Risk Management Framework to Federal Information Systems", and the NRC Contingency Plan (CP) Template.

The Contractor shall document detailed procedures for the Notification/Activation Phase, Recovery Operations, and Return to Normal Operations. The procedures shall contain sufficient detail that a technically trained individual not familiar with the system can successfully follow the procedures. The system CP shall contain but will not be limited to the following:

- Sufficient contact information (personnel and vendor)
- Equipment (hardware and software)
- Specification information to enable reconstitution of the system from scratch, all service level agreements, memoranda of understanding

- IT standard operating procedures for the system
- Identification of any systems that this system is dependent upon along with references for the applicable contingency plans
- References to the emergency management plan and occupant evacuation plan
- References to the appropriate continuity of operations plan.

- Contingency Plan Test Report

The Contractor shall provide expert advice and support during the Contingency Plan Test to ensure the test is documented in accordance with the system's CP, federally mandated requirements (NIST SP 800-34 "Contingency Planning Guide for Information Technology Systems", NIST SP 800-37 "Guide for Applying the Risk Management Framework to Federal Information Systems", etc.), and NRC defined cyber security requirements.

The test shall be documented using a template approved by the primary or alternate CORs. The Contractor shall update the system's CP once the CP Test Report has been completed to reflect validated information. The primary or alternate CORs must approve the final version of the system's CP and Contingency Plan Test Report.

- Authorization Package

The Authorization package provides the authorizing official with the essential information needed to make a credible risk-based decision on whether to authorize operation of the information system. The Authorization Package contains the following deliverables: Security Categorization Document, SRA, SSP, ST&E Plan, ST&E Report, Vulnerability Assessment Report, POA&M Report, and an Approval to Operate Request Memo.

The ST&E Execution Report, VAR, and Contingency Plan Test Report shall be delivered in a file format that cannot be changed.

The SSP, SRA, ST&E Plan, ST&E Report, and VAR must be current (within 2 months).

If the system has a risk that cannot be mitigated or captured on the POA&M report, the risk must be captured in a Deviation Request. Some findings cannot be remediated because they will break the system or impact its business objectives. For these findings a deviation request is developed that justifies why this finding has not been addressed, what is the risk to the system and NRC infrastructure, and what are the mitigating controls in place that protect the system from this risk.

- Supporting Documentation

The Contractor shall develop documentation that supports the system's authorization package (standard operating procedures, service level agreements, memorandums of understanding, interconnection agreements, etc.). The Contractor shall ensure all supporting documentation has been identified, properly developed, and has addressed all federally mandated and NRC defined cyber security requirements.

### 7.3.2 Obtaining Laptop Authorization to Operate

The contractor shall conduct Laptop System Authorizations for NRC system owners.

Laptops must comply with all federally mandated and NRC defined cyber security requirements. Once properly configured, the system owner (NRC office director or Office of Information Systems division director) certifies the laptop system and sends a memo to the CISO notifying them that the laptop system is ready to be evaluated. CSO reviews the system owner's submittal, all supporting documentation, and provides a recommendation to the DAA if the laptop should be authorized.

#### 7.4 Continuous Monitoring Support

The Contractor shall assist the primary and alternate CORs in establishing and maintaining a continuous monitoring process that addresses federally mandated and NRC defined cyber security requirements. Currently, the NRC performs Continuous Monitoring activities on 30 systems.

The continuous monitoring process shall consist of but is not limited to the following:

- Coordinate Continuous Monitoring Efforts
  - Coordinate the continuous monitoring efforts.
  - Assist the system owner's representatives in establishing their continuous monitoring schedules.
  - Apply knowledge, skills, tools, and techniques to ensure continuous monitoring activities are performed effectively, on schedule, and within budget.

- Perform Annual Security Controls Testing

The Contractor shall conduct annual security controls testing of the organization's information systems according to NIST SP 800-53 "Guide for Assessing the Security Controls in Federal Information Systems" and NRC Cyber Security requirements. The Contractor shall work with the NRC to develop selection criteria to determine which security controls shall be tested to include common controls and inherited controls. At a minimum, the selection criteria shall be based upon: the sensitivity level of the system; the requirement to annually test volatile controls; controls called out for annual testing in OMB guidance; CSO specified controls; and those associated with each system's POA&M items. This assessment shall be performed on all NRC Information Systems each fiscal year.

The Contractor shall perform a comprehensive assessment of the selected programmatic, management, operational, and technical security controls for each system. The assessment shall determine the extent to which each system's controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting federally mandated and NRC defined cyber security requirements. Upon completion of testing, the Contractor shall develop an Annual Security Controls Test Report for each system and incorporate any findings into that system's POA&M Report.

The draft Annual Security Controls Test Report and the updates made to the system's POA&M Report shall be submitted to NRC review and comment. The Contractor shall revise and update each deliverable as appropriate and provide final versions.

- Conduct Quarterly Scanning

The Contractor shall conduct quarterly vulnerability scanning of NRC's systems. Quarterly scanning shall establish if the system's security controls are operating as intended and

ensure systems continually meet federally mandated and NRC defined cyber security requirements. All risks / deficiencies shall be measured according to NIST SP 800-30 "Risk Management Guide for Information Technology Systems".

The Contractor shall use a variety of testing tools (Nessus, Core Impact, DISA Gold, Air Magnet, etc.), manual and automatic, including proprietary and modified open source, to conduct the assessment. All hardware and software used to support this task order must be approved in writing by the primary or alternate CORs.

Scanning shall consist of the following phases:

- Phase 1: Preparation – The Contractor shall ensure all testing devices that are going to be used during the assessment are loaded with the latest patches, security updates, device drivers, and plug-ins.
- Phase 2: Information Gathering – The Contractor shall conduct scans, review documentation, and interview personnel to gather the needed information to perform a risk analysis of the organization's systems.
- Phase 3: Draft Assessment Reports - The Contractor shall develop System Assessment Reports that identify the risks each system poses to itself, its data, and the NRC infrastructure.
- Phase 4: Validate Findings – The Contractor shall validate findings, ensure risks have been properly assessed, and develop mitigation strategies that will address deficiencies in consultation with the System Owner, ISSOs and System Administrators.
- Phase 5: Finalize Assessment Reports – The Contractor shall incorporate NRC's comments into the Assessment Reports and deliver the final version of the Assessment Reports to the primary and alternate CORs.
- Phase 6: Plan of Action and Milestone (POA&M) Reports – The Contractor shall incorporate any findings into each system's POA&M Report.

The Contractor shall submit Assessment Reports and Updated POA&M Reports to the primary and alternate CORs for review and comment. The Contractor shall revise and update each deliverable as appropriate based on written feedback from the primary and alternate CORs and provide final versions to the primary and alternate CORs.

- **Update POA&M Reports**

The Contractor shall update system level POA&M reports quarterly. When updating POA&M reports, the Contractor shall utilize the CSO POA&M Quality Checklist and review the report with the CSO to ensure the report is in accordance with the CSO POA&M process.

The Contractor shall collect information so the POA&Ms can be updated to reflect the current situation. Any new vulnerability that is discovered shall be added and assigned to the appropriate system. All POA&M Reports shall be submitted for review and comment. The Contractor shall revise and update each deliverable as appropriate and provide final versions to the primary and alternate CORs.

Upon completion, the Contractor shall upload the POA&M Reports into the CSO FISMA Compliance automated tracking tool.

- Update Contingency Plan

The Contractor shall update the system level CPs and ensure the CP is still valid and effective. The System CP shall be documented in a report that follows the NRC Template. The CP shall be maintained in its hard copy form for contingency execution should the NRC Network Infrastructure be unavailable.

- Develop Contingency Plan Test Reports

The Contractor shall ensure the Contingency Planning Test is documented in accordance with the system's CP, federally mandated requirements (NIST SP 800-34 "Contingency Planning Guide for Information Technology Systems", NIST SP 800-37 "Guide for Applying the Risk Management Framework to Federal Information Systems", etc.), and NRC defined cyber security requirements.

- Update SRA and SSP

Annually, the Contractor shall update the system's SRA and SSP. The draft documents shall be submitted to the organization for review and comment. The Contractor shall revise and update each deliverable as appropriate and provide final versions to the primary and alternate CORs.

This activity should be performed in conjunction with the Annual Security Controls Testing.

- Provide Security Engineering Support

The Contractor shall provide security engineering support to verify and validate proposed architectures and implementations based on sound security engineering principles and practices. The Contractor shall ensure that all federally mandated and NRC defined cyber security requirements are met.

The Contractor shall keep all supporting documentation up-to-date (memoranda, agreements, procedures, etc.) in consultation with the CSO.

#### 7.4.1 Periodic System Cybersecurity Assessment (PSCA)

The Contractor shall conduct a PSCA of the organization's information system according to National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 and Nuclear Regulatory Commission (NRC) Cyber Security requirements. The Contractor shall work with the NRC to develop selection criteria to determine which security controls shall be tested to include common controls and inherited controls. At a minimum, the selection criteria shall be based upon: the sensitivity level of the system; the requirement to annually test volatile controls; controls called out for annual testing in Office of Management and Budget (OMB) guidance; Computer Security Office (CSO) specified controls; and those associated with each system's Plan of Action and Milestone (POA&M) items. The number of controls should comprise no less than one-third of the total number of controls of the system's baseline. This information shall be used to develop a PSCA plan that shall be followed when performing the assessment. The draft PSCA plan shall be submitted to the NRC for review and comment. The Contractor shall revise and update the plan as appropriate and provide a final version.

The Contractor shall perform a comprehensive assessment of the selected management, operational, and technical security controls for the system. The assessment shall determine the extent to which each control is implemented correctly, operating as intended, and producing the desired outcome with respect to meeting federally mandated



and NRC defined cyber security requirements.

Upon completion of testing, the Contractor shall develop a PSCA Report and a Vulnerability Assessment Report (VAR) for the system using the NRC approved template. In addition, the contractor shall provide a POA&M spreadsheet reflecting new POA&Ms to be created.

The draft PSCA Report, VAR, and POA&M spreadsheet shall be submitted to the NRC for review and comment. The Contractor shall update each of these deliverables as appropriate and provide final versions. The PSCA Report and VAR shall be provided in PDF format when delivered in their final versions.

The following scanning activities shall be performed:

- One-time vulnerability scanning and configuration checks of the NRC approved sampling of components.
- Validation of fixes using automated tools.

Note: If the scope of the effort requires more than 50% of the controls to be tested, the effort should be performed as an Authorization task (as outlined in Section 7.3).

#### 7.5 Data Calls

The Contractor shall assist the NRC's in its efforts to respond to Cyber Security related data calls from the NRC OIG and other government organizations. Data calls are usually unexpected and require a quick turnaround.

#### 7.6 Cyber Situational Awareness

The Contractor shall provide the following services.

##### 7.6.1 Incident Response Efforts

The Contractor shall assist the NRC in developing, establishing, and maintaining an agency wide Incident Response Program that addresses federally mandated and NRC defined cyber security requirements (found in Management Directives and policy).

At a minimum the Incident Response Program shall satisfy the following criteria:

- Incident Response Process And Procedures - Develop, disseminate, and review/update formal incident response procedures that address purpose, scope, roles, responsibilities,

management commitment, coordination among organizational entities, and compliance with federally mandated and NRC defined cyber security requirements.

- Incident Response Training - Train personnel in their incident response roles and responsibilities with respect to the information system; and provide refresher training annually. Incorporate simulated events into incident response training to facilitate effective response by personnel in crisis situations. Employ automated mechanisms to provide a more thorough and realistic training environment. Ensure closed incidents are reviewed for lessons learned. Lessons learned should be incorporated into Incident Response processes, procedures, and plans.
- Incident Response Testing And Exercises - Test the incident response capability for the information system annually using defined tests and/or exercises to determine the incident response effectiveness and document the results. Employ automated mechanisms to more thoroughly and effectively test/exercise the incident response capability.
- Incident Handling – Implement an incident handling capability that includes:
  - Preparation for security incidents.
  - Verification and validation of the organization's detection, declaration, containment, remediation, and restoral capabilities.
  - Coordination of incident handling activities and contingency planning activities.
  - Incorporation of lessons learned from historical incident handling activities to enable continuous improvement of the agency's incident handling program.
  - Deployment of automated mechanisms to support the incident handling process.
  - Identify classes of incidents (e.g., targeted malicious attacks, untargeted malicious attacks, malfunctions due to design or implementation errors and omissions) and define appropriate actions to ensure continuation of mission/business operations.
  - Correlate incident information and individual incident responses to achieve an organization-wide perspective on incident awareness and response.
  - Implement a configurable capability to automatically disable an information system if a set organization defined security violations are detected.
- Incident Monitoring - Track and document information system security incidents. Employ automated mechanisms to assist in the tracking of security incidents and in the collection and analysis of incident information.
- Incident Reporting. Employ automated mechanisms to assist in the reporting of security incidents. Report information system weaknesses, deficiencies, and/or vulnerabilities associated with reported security incidents to appropriate organizational officials.
- Incident Response Assistance - Provide an incident response support resource that offers advice and assistance to users of NRC information systems for the handling and reporting of security incidents.
- Incident Response Plan - Develop an incident response plan that provides the organization with a roadmap for implementing its incident response capability; describe the structure of the incident response capability; provide a high-level approach for how the incident response capability fits into the overall organization; meet the unique requirements of the NRC, which relate to mission, size, structure, and functions; define reportable incidents; provide metrics for measuring the incident response capability within the NRC;

and define the resources and management support needed to effectively maintain a mature incident response capability. Distribute copies of the incident response plan to specified personnel. Review the incident response plan annually. Revise the incident response plan to address system/organizational changes or problems encountered during plan implementation, execution, or testing. Communicate any changes to the incident response plan to specified personnel.

#### 7.6.2 NRC Enterprise Security Architecture

The NRC Enterprise Security Architecture (ESA) is envisioned to be an integral and critical component within the overall NRC Enterprise Architecture.

Recent studies, by both the Government Accountability Office (GAO) and the Computer Security Institute found that the number of cyber security threats to both the government and the private sector continues to be on the rise. The potential for damage to both the physical critical infrastructure and the ability for the United States to effect continuity of government could be greatly impacted or denied by successful attacks. The NRC is not exempt from this continuing and persistent threat. The Contractor shall assist the NRC in building and sustaining the agency ESA.

The NRC has acknowledged that cyber warfare applies to all systems. As a result, the Computer Security Office seeks to provide and build, a sustainable Enterprise Security Architecture, wherein the following principles drive the task deliverables:

- Security levels applied to resources should be commensurate to their value to the organization and sufficient to contain risk to an acceptable level.
- The architecture must accommodate varying security needs.
- The architecture must provide integrated security services to enable the enterprise to conduct safe and secure business electronically.
- A single, accurate and consistent system date and time should be maintained across the enterprise architecture and security elements to enable service-wide root cause analysis, response and containment. Users will see the time local to their geographic location.

The objectives within the NRC ESA Program include, but are not limited to:

- Ensuring that the NRC IT Infrastructure, IT Services, system software and components as articulated in the ESA continually enable the appropriate risk based protection of NRC information and information systems.
- The target ESA, along with other NRC Computer Security Office solutions and deliverables will at a minimum, support the 2010 Federal Information Security Management Act Reporting Requirements for all executive agencies.
- The target ESA will support HSPD-12, IPv6, as well as the latest published, released version of the Federal CIO Council Information Security Line of Business and Security and Privacy Profile.
- The target ESA will support the cyber security requirements established by Federal and NRC regulations, statutes, standards and guidance pertaining to NRC information

confidentiality, accessibility, availability and integrity.

- The “as-is” and target Enterprise Security Architectures shall enable rapid visibility into the current security posture of the NRC IT operational environment and provide insight into the desired security posture.
- The ESA shall enable the NRC to assess the maturity of the operational environment using the latest version of the SANS Institute Consensus Audit Guidelines.
- The ESA shall support the secure, efficient transaction of business and delivery of services. The ESA shall support the Separation of Duties Principle.
- The Contractor shall develop and maintain the NRC Enterprise Security Architecture (ESA) Principles and Framework to provide a continuing risk-based, defense-in-depth security architecture to protect the confidentiality, integrity and availability of the agency’s sensitive information and information network(s) and systems.
- The Contractor shall ensure that the ESA is a subset of and maintains alignment with the NRC and the Federal Enterprise Architecture models.
- The Contractor shall develop and maintain the “as-is” architecture, the target or “to-be” architecture and the agency transition strategy to migrate from one to the other. The target architecture should project no more than 3 years into the future as technology continues an ever-tighter evolutionary cycle.
- The ESA shall be developed in conjunction with the NRC Strategic Plan, the NRC IT / IM Roadmap and the current release of the NRC Technical Reference Model and IT Services Catalog.
- The Contractor shall use the current, published release of the Federal Enterprise Architecture and the Federal Segment Architecture Methodology in development of the NRC ESA.

The primary and alternate CORs will evaluate and measure Contractor progress and ESA capability maturity using, at a minimum, but not limited to, the most current, published release of the Government Accountability Office Document entitled “Organizational Transformation: A Framework for Assessing and Improving Enterprise Architecture Management “. The most current release is Version 2.0. The Contractor is encouraged to incorporate this framework and their assessment for each of the deliverables as appropriate.

Additionally, the Contractor shall meet with the primary and alternate CORs once per month to discuss status and challenges associated with this effort. The Contractor shall provide the following deliverables to the NRC in support of this work as follows:

ESA Deliverable 1 – The Annual Enterprise Security Architecture (ESA) Project Plan - This plan shall describe the scope (requirements), time, cost, resources and risks associated with the development, sustainment and maturity of the ESA and all subsequent ESA task order deliverables. The Contractor shall use the NRC Management Directive 2.8 Project Management Methodology (PMM) to construct the Integrated Master Schedule. The NRC PMM leverages the IBM Rational Unified Process (RUP) four key life-cycle phases, inception, elaboration, construction and transition. The Integrated Master Schedule must provide sufficient

definition to track each sub-task against time, scope, resources, risks and quality. Each version of the annual plan will be reviewed and approved by the primary and alternate CORs, will be based-lined, and the Contractor shall provide updates to the primary and alternate CORs no less than once per quarter.

ESA Deliverable 2 - The Enterprise Security Architecture (ESA) Charter and Communications Plan - The Contractor shall develop and update, with inputs from the primary and alternate CORs, those core NRC organizations that have a measurable requirement in the development, responsibility and communication of the Enterprise Security Architecture across the agency to facilitate its acceptance and institutionalization within each applicable NRC Office.

ESA Deliverable 3 - The Annual "as-is" Enterprise Security Architecture - The ESA shall use the Federal Segment Architecture Model to capture, articulate and report, at a minimum, but not limited to, the existing policies, security standards, standard operating procedures, services and components that form the agency's current cyber security infrastructure. The "as-is" ESA should be validated by the Contractor against the currently operational environment and the latest version of the NRC Technical Reference Model through manual and automated means available.

ESA Deliverable 4 - The Annual Target Enterprise Security Architecture - Using the NRC Strategic Plan, the NRC IT Roadmap, the NRC Technical Reference Model, the CSO Residual Risk Reports, the NRC implementation maturity of the SANS Consensus Audit Guidelines as well as authoritative reports and information provided by NRC Offices, the NRC Office of the Inspector General, the Governmental Accounting Office, the Department of Homeland Security, the Department of Justice, the National Institute of Standards and Technology, the NRC Trusted Internet Connection (once operational), and the principles contained in this task and the ESA Charter, the Contractor shall use the Federal Segment Architecture Methodology to develop the Annual Target Enterprise Security Architecture.

Each deliverable shall include a draft for comment and the Contractor shall meet with the primary and alternate CORs to discuss items that need improvement.

### 7.6.3 Vulnerability Assessments

The Contractor shall conduct vulnerability assessments. A vulnerability assessment is an independent verification and validation of a system's security controls, cyber security requirements, technical resolutions, risk mitigations, and implementations that identifies the deficiencies and vulnerabilities that are present in the system. This helps the NRC determine levels of risk present in the system and if those risks are acceptable.

The testing methodology, assumptions, constraints, and dependencies must be clearly stated up front so the results can be put into proper context. Also, the personnel, hardware, and tools used to perform the test must be identified.

The Contractor shall ensure testing identifies any operational risks found that may affect the system's ability to perform its mission, protect its data (stored and transmitted), or make the NRC infrastructure vulnerable.

The following test methods shall be used:

- Analysis - The "analysis" verification method shall be used to appraise a process, procedure, or document to ensure properly documented actions (e.g. risk assessments,

audit logs, organization level policies, etc.) are in compliance with established requirements. An example of "analysis" as an evaluation technique would be to review documented physical security policies and procedures to ensure compliance with established requirements. This verification method is often called a documentation review.

- **Demonstration** - The Contractor shall observe random individuals to verify that activities on the system follow the documented procedure or process as the activity is performed. For example, observe visitors upon computer room entry in order to verify that all visitation procedures are followed.
- **Interview** - The Contractor shall interview personnel to verify the security policies and procedures are understood as implemented and prescribed by governing policies and regulations.
- **Inspection** - The Contractor shall ensure security controls have been properly implemented and maintained. For example, the Contractor shall verify that the visitor's name, signature, organization, reason of visit, arrival and departure date, time, and the escort's name, initials, or signature are included on the log sheets.
- **Technical Test** - The Technical Test verification method shall be used to verify that each implemented control is functioning as intended. For example, the Contractor shall attempt to access the system by logging on to the system from an end user workstation (or other device) using an incorrect password to see if the system responds with an error message stating an incorrect password has been entered or denies access after exceeding the maximum threshold for logon attempts.

Testing shall be accomplished using interviews, documentation reviews, or scanning depending on the security control being assessed.

#### 7.6.4 Source Code Reviews

The Contractor shall implement a program that gives the NRC the capability to scan object files for vulnerabilities and deficiencies. Under this program two capabilities will be established:

- **Developer Verification** – The Contractor will evaluate auditing software used by NRC's IT system developers so flaws and inadequacies that exist in their source code can be identified, prioritized, and understood.
- **CSO Verification** – NRC uses offsite software as service (SAAS) to provide code validation to ensure developed source code has been properly hardened and is resistant to known attacks.

By utilizing these capabilities, the NRC will be able to develop a robust program that ensures customized source code is properly protected from attackers.

#### 7.6.5 Penetration Testing

The Contractor shall conduct external and internal ("red team" and "blue team") penetration tests and social engineering tests against the NRC infrastructure and its user community. The Contractor shall use a variety of testing tools, manual and automatic, including proprietary and modified open source, to attempt to penetrate NRC systems. The primary or alternate CORs must be present during all active penetration testing.

The following steps shall be followed:

- Phase 1: Information Gathering – The Contractor shall gather information and perform an analysis identifying the touch points that need to be tested (for example: publically facing servers, routers, firewalls, gateways, remote access services, web applications, adherence to policies & standards, etc.).
- Phase 2: Testing Tools – The Contractor shall develop a Tools Report that identifies the automated tools that are going to be used for testing. The tools report must be approved by the primary or alternate CORs in writing before the Contractor can move on to the next phase.

The Contractor shall update all devices that are going to be used during the tests with the latest patches, security updates, device drivers, and plug-ins. The devices used during the tests will be wiped once the tests have been completed.

- Phase 3: Test Plan - The Contractor shall develop a detailed Test Plan that describes the penetration testing, and social engineering attacks that are going to be performed against the NRC. The Test Plan must be approved in writing by the primary or alternate CORs before any testing can be initiated. The Test Plan will answer the following questions:
  - Who will be performing the test?
  - What tools are going to be used?
  - What tests are going to be run against the NRC's automated information systems and user community?
  - When are the tests going to be run (date and time)?
  - Where will the tests be conducted from?
  - How are NRC automated information systems and users going to be affected?
  - How is Contractor going to identify the risk?
- Phase 4: Testing - The Contractor shall perform external penetration testing, internal penetration testing, and social engineering attacks against the NRC under observation by a designated government official. All raw scans, observations, and testing results shall be captured and documented in the corrective action report.
- Phase 5: Test Result Report – The Test Result Report shall contain but will not be limited to the following:
  - Summarize how each test was performed and how the risk was evaluated.
  - Identify each type of test that was run (external penetration test, internal penetration test, and social engineering attack).
  - Specify the hosts/users that were tested and the information systems/organizations they belonged to
  - Describe the vulnerabilities and deficiencies that were discovered during testing.
  - Identify the risks associated with these vulnerabilities and deficiencies. Risks will be organized with the most significant risk listed first.
  - Provide recommendations on how to mitigate these risks. A recommendation will be provided for every risk.

- Phase 6: Cleanup – The Contractor shall wipe all devices used during testing and certify in writing that the task was completed. All Contractors associated with this task order will sign non-disclosure agreements and not publish, discuss or otherwise communicate the test findings to individuals outside the NRC without rewritten authorization by the Government.

All testing must be approved in writing by the primary or alternate CORs. The Contractor will not conduct any testing without written approval from the primary or alternate CORs and without being under the primary or alternate COR's observation.

#### 7.6.6 Security Impact Assessments

The Security Impact Assessment (SIA) process helps determine the necessary steps a system owner must take to incorporate a change into an NRC approved information system. The system owner must summarize the change by filling the SIA form, send that form to the CSO for review, and finally the CSO informs the system owner on what must be done to ensure the change does not negatively impact the security posture of the information system or NRC infrastructure.

The Contractor will assist NRC system owners in gathering information, filling out the SIA form, and interpreting guidance from the primary or alternate CORs on what needs to be done. Representative types of activities that may be required include:

- Updating Security Categorization Packages
- Updating Authorization documents
- Conducting a tailored ST&E that includes only the changes that are made to the system
- Developing a vulnerability assessment report that describes the technical risks associated with the change
- Assessing how the change impacts other NRC information systems or the NRC infrastructure

#### 7.7 Policy, Standards, and Training

The Contractor shall provide the following services.

##### 7.7.1 Cyber Security Policy

The Contractor shall support the NRC efforts to ensure that all aspects of Management Directive and Handbook (MD) 12.5 properly address Federally mandated requirements, (through gap analyses, vulnerability assessments, etc.), properly communicated to the NRC user community, and kept up-to-date as new exploits, vulnerabilities, and technologies are introduced.

MD 12.5 utilizes the policy framework developed by the International Organization for Standardization (ISO)/International Electrotechnical Commission (IEC) Standard 27002:2005(E). This framework is broken into 12 primary areas. Each area contains a number of main security categories, which are listed below:

- Access Control
  - Business requirements for access controls - Access control policy.
  - User access managements – User registration, privilege management, user password management, and review of user access rights.



- User responsibilities – Password use, unattended user equipment, and clear desk / screen policy.
- Network access control – Policy on use of network services, user authentication for external connections, equipment identification in networks, remote diagnostic and configuration port protection, segregation in networks, network connection control, and network routing control.
- Operating system access control - Secure log-on procedures; user identification and authentication; password management system; use of system utilities; session time-out; and limitation of connection time.
- Application and information access control – Information access restriction and sensitive system isolation.
- Mobile computing and teleworking – Mobile computing and teleworking policy.
- Asset Management
  - Responsibility for assets - Inventory of assets, ownership of assets, and acceptable use of assets.
  - Information classification - Classification guidelines and information labeling and handling.
- Business Continuity
  - Security aspects of business continuity management - Including security in the business continuity management process; business continuity and risk assessment; developing and implementing continuity plans; business continuity planning framework; and testing, maintaining and re-assessing business continuity plans.
- Communications and Operations Management
  - Operational procedures and responsibilities - Documented operating procedures; change management; segregation of duties; and separation of development, test, and operational facilities.
  - Third party service delivery management - Service delivery; monitoring and review of third party services; and managing changes to third party services.
  - System planning and acceptance - Capacity management and system acceptance.
  - Protection against malicious and mobile code- Controls against malicious code and controls against mobile code.
  - Backup – Information backup.
  - Network security management – Network controls, and security of network services.
  - Media handling - Management of removable media, disposal of media, information handling procedures, and security of system documentation.
  - Exchange of information – Information exchange policies and procedures; exchange agreements; physical media in transit; electronic messaging; and business information systems.
  - Electronic commerce services - Electronic commerce, on-line transactions, and publicly available information.

- Monitoring - Audit logging; monitoring system use; protection of log information; administrator and operator logs; fault logging; and clock synchronization.
- Compliance
  - Compliance with Legal Requirements - Identification of applicable legislation; intellectual property rights (IPR); protection of organizational records; data protection and privacy of personal information; prevention of misuse of information processing facilities; and regulation of cryptographic controls.
  - Compliance with Policies, Standards, and Guidance - Compliance with security policies and standards and technical compliance checking.
  - Information System Audit Considerations - Information systems audit controls and protection of information systems audit tools.
- Human Resource Security
  - Prior to employment – Roles and responsibilities; screening; and terms and conditions of employment.
  - During employment – Management responsibilities; security awareness; education and training; and disciplinary process.
  - Termination or change of employment - Termination responsibilities, return of assets, and removal of access rights.
- Incident Management
  - Reporting security events and weaknesses - Reporting security events and reporting security weaknesses.
  - Management of security incidents and improvements - Responsibilities and procedures; learning from security incidents; and collection of evidence.
- Information Systems Acquisition, Development, and Maintenance
  - Cyber security requirements for information systems – Cyber security requirements analysis and specification.
  - Correct processing in applications – Input data validation, control of internal processing, message integrity, and output data validation.
  - Cryptographic controls – Policy on the use of cryptographic controls and key management.
  - Security of system files – Control of operational software, protection of system test data, and access control to program source code.
  - Security in development and support processes – Change control procedures, technical review of applications after operating system changes, restrictions on changes to software packages, information leakage, and outsourced software development.
  - Technical vulnerability management - Control of technical vulnerabilities.
- Organization
  - Internal – Management commitment to cyber security, cyber security coordination, allocation of cyber security responsibilities, authorization process for information

processing facilities, confidentiality agreements, contact with authorities, contact with special interest groups, and independent review of cyber security.

- External – Identification of risks related to external parties, addressing security when dealing with customers, and addressing security in third party agreements.
- Physical and Environmental Security
  - Secure areas – Physical security perimeter; securing offices, rooms, and facilities; protecting against external and environmental threats; working in secure areas; and public access, delivery, and loading areas.
  - Equipment security – Equipment siting and protection; supporting utilities; cabling security; equipment maintenance; security of equipment off-premises; secure disposal or re-use of equipment; and removal of property.
- Risk Assessment
  - Assessing security risks
  - Treating security risks
- Security Policy
  - Security policy document
  - Review security policy

#### 7.7.2 Processes, Procedures, Templates, Checklists, Standards, and Guidance

The Contractor shall develop processes, procedures, templates, checklists, standards, and guidance to support the establishment and maintenance of NRC's Cyber Security Program. Each document must comply with the required format for the document type. The required format is provided on the applicable CSO internal web page. The Contractor is expected to establish and maintain documents that will focus on the following aspects of the program:

- Access Control
- Security Awareness and Training
- Auditing and Accountability
- Certification, Accreditation, and Security Assessments
- Configuration Management
- Contingency Planning
- Identification and Authentication
- Incident Response
- Maintenance
- Media Protection
- Physical and Environmental Protection
- Planning
- Personnel Security
- Risk Assessment
- System Services and Acquisition
- System and Communications Protection
- System and Information Integrity

These documents must take into account the following:

- Different types of information systems that the NRC utilizes:
  - Publicly facing systems
  - Large enterprise systems
  - Small systems supporting specific business needs
  - Legacy systems that are beyond their life cycle
  - Systems supporting new technologies
- Information sensitivities for confidentiality, integrity, and availability (FIPS 199 for unclassified systems, CNSS and DNI levels for classified systems)
- Different types of information that the NRC must protect:
  - Unclassified Non-Safeguards Information
  - SGI
  - Classified Information

### 7.7.3 Security Relevant Business Solutions

The Contractor shall identify and document technical electronic processing solutions that enable secure NRC business processes. These technical solutions may include introduction of new technology or may alter current electronic processing methods for security reasons and may result in more efficient processing. The business solutions shall be documented as NRC Cyber Security standards, processes, procedures, templates, and/or checklists, and shall provide sufficient information for implementation by technically knowledgeable individuals.

## 8 IT CYBER SECURITY REQUIREMENTS – GENERAL

### 8.1 Basic Contract Cyber 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 NIST SP 800-60 and must be approved by the primary or alternate COR in writing. The Contractor shall notify the primary and alternate CORs in writing 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, primary and alternate CORs shall be notified before the Contractor begins to process information at a more restrictive classification level.

All work under this task order shall comply with the latest version of all applicable guidance and standards. These standards include, but are not limited to, NRC Management Directive (MD) volume 12 Security, Cyber Security policies issued until MD 12.5, NRC Cyber Security Program is updated, 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 CNSS publications, 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 personnel must sign the NRC Agency Rules of Behavior for Secure Computer Use prior to being granted access to NRC computing resources.

The Contractor shall adhere to following NRC policies:

- NRC Management Directives
- NRC Sensitive Unclassified Non-Safeguards Information (SUNSI)
- Cyber Security Policy for Encryption of Data at Rest When Outside of Agency Facilities
- Policy for Copying, Scanning, Printing, and Faxing SGI & Classified Information
- Cyber Security Information Protection Policy
- Remote Access Policy
- Use of Commercial Wireless Devices, Services and Technologies Policy
- Laptop Security Policy
- Cyber Security Incident Response Policy

Contractor shall 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.

## 8.2 Contract Performance and Completion

The Contractor shall ensure that the NRC data processed during the performance of this task order is purged from all data storage components of the Contractor's computer facility. Tools used to perform data purging shall be approved by the primary or alternate CORs in writing. 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 personnel no longer require access to an NRC system, the Contractor shall notify the primary and alternate CORs within 24 hours.

Upon task order completion, the Contractor shall provide a status list of all NRC system users 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.

### 8.2.1 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 task order 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.

### 8.3 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 National Security Agency (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.

#### 8.4 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>.

#### 8.5 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 the primary and alternate CORs for destruction.

#### 8.6 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:

- Five (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:

- One (1) calendar day for a high sensitivity system
- Three (3) calendar days for a moderate sensitivity system
- Seven (7) calendar days for a low sensitivity system

## 9 CORRECTIVE ACTIONS

Issues requiring corrective action shall be identified in a Contract Discrepancy Report (CDR) issued by the primary or alternate CORs. Compliance will be monitored by the NRC through Draft Deliverables, Final Deliverables, Project Schedules, Progress Reports, and primary and alternate COR review of related NRC Customer Satisfaction Surveys.

- |                  |   |
|------------------|---|
| i. Target:       | Three (3) business days of the CDR issuance meeting   |
| ii. Data Source: | Draft Deliverables, Final Deliverables, Project Schedules, Progress Reports, and NRC Project Officers reviews of related NRC Customer Satisfaction Surveys  |
| iii. Frequency:  | As needed upon issuance of a CDR  |
| iv. Exceptions:  | The duration will be determined from the time of CDR issuance meeting. The three (3) business day corrective action time will not include time in which the Contractor is waiting on the NRC for data necessary to perform the corrective action. |

## 10 DELIVERABLE STANDARDS

The following standards shall be enforced for all deliverables developed under this task order.

### 10.1 Deliverable File Formats

The Contractor shall provide all documentation to the primary and alternate CORs electronically via electronic mail in all the following formats, except as specifically stated herein: Microsoft Word (version 2010), Microsoft Excel (version 2010), Microsoft Project (version 2010), and Adobe PDF. All electronic mail shall be transmitted using the Contractor's NRC electronic mail account. Personal and corporate electronic mail accounts shall not be used to transmit or to receive sensitive NRC information.

### 10.2 Standard for Grammar and Mechanics

All documentation submitted by the Contractor shall conform to the Chicago Manual of Style, as amended by any applicable NRC format templates and requirements.

### 10.3 Draft and Final Submission

All task order deliverables submitted to the primary and alternate CORs must conform to the standards referenced in this SOW and will be reviewed by the primary and alternate CORs for acceptability.



All documentation shall be submitted in draft form for comment to the primary and alternate CORs. The primary or alternate CORs will be given ten up to (10) business days to generate comments and submit them in writing to the Contractor. Once the Contractor receives the primary or alternate COR's written comments, the Contractor shall have three (3) business days to generate the final draft version of the document. Then, the final draft shall be sent to the primary or alternate CORs for review and approval. Once the final draft has been accepted by the primary or alternate CORs, the Contractor will be given one (1) business day to revise the document. This constitutes a revision cycle.

The first revision cycle for a deliverable shall be acceptable to the Government when the Contractor submits a revised deliverable incorporating any comments and suggestions made by the primary or alternate CORs.

The following provisions also apply to all deliverables:

- **Publication of Results:** Prior to any dissemination, display, publication or release of articles, reports, summaries, data or related documents developed under the contract, the Contractor shall submit for review and approval by the Contracting Officer the proposed articles, reports, summaries, data and related documents that the Contractor intends to release, disseminate or publish to other persons, the public or any other entities. The Contractor shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents or the contents therein that have not been reviewed and approved by the Contracting Officer for release, display, dissemination or publication. The Contractor agrees to conspicuously place any disclaimers, markings or notices directed by the NRC on any articles, reports, summaries, data and related documents that the Contractor intends to release, display, disseminate or publish to other persons, the public or any other entities.
- **Identification/ Marking of Sensitive and SAFEGUARDS Information:** The decision, determination or direction by the COR that information constitutes sensitive or SAFEGUARDS information remains exclusively a matter within the authority of the COR to make. In performing this task order, the Contractor shall clearly mark sensitive unclassified non-SAFEGUARDS information (SUNSI), sensitive, and SAFEGUARDS information to include for example Official Use Only and SAFEGUARDS Information on any reports, documents, designs, data, materials and written information as directed by the NRC. In addition to marking the information as directed by the COR, the Contractor shall use the applicable NRC cover sheet forms (e.g. NRC Form 461 SAFEGUARDS Information and NRC Form 190B Official Use Only) in maintaining these records and documents. The Contractor shall ensure that sensitive and SAFEGUARDS information is handled appropriately, maintained and protected from unauthorized disclosure. The Contractor shall comply with the requirements to mark, maintain and protect all information including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), and NRC Management Directive and Handbook 12.6.
- **Remedies:** In addition to any civil, criminal and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions and or COR's directions may result in suspension, withholding or offsetting of any payments invoiced or claimed by the Contractor. If the Contractor intends to enter into any subcontracts or other agreements to perform this contract, the Contractor shall include all the above provisions in this Section 11.3 of the SOW in any subcontract or agreements.

#### 10.4 Deliverable Reviews

Deliverable Reviews will be held to provide the Contractor with feedback related to improving the quality of deliverables, including feedback received from Customer Satisfaction Surveys. Such reviews will be coordinated by the primary or alternate CORs as required to supplement written comments provided on deliverable submissions. The written minutes of all deliverable review meetings shall be prepared by the Government. Should the Contractor not concur with the minutes, the Contractor shall so state any areas of non-concurrence in writing to the primary or alternate CORs in writing within 10 calendar days of receipt of the minutes.

### 11 REPORTING REQUIREMENTS

The Contractor must meet the following reporting requirements.

#### 11.1 Bi-Weekly Funding Report

The bi-Weekly Funding Reports must be submitted to the primary and alternate CORs no later than close of business Tuesday. Bi-Weekly Funding Reports shall cover all Contractor activity that occurred during the previous two (2) calendar weeks.

Bi-Weekly Funding Reports shall identify spending at the 2<sup>nd</sup> level of the WBS. For each activity being performed under the contract, the following information will be reported.

- Office – Name of the sponsoring office.
- Activity – Name of the activity being performed.
- Budget – Funds obligated to support the activity.
- Money Spent – Amount of funds used to date.
- Money Remaining – Amount of funds remaining.
- Remaining Labor – Amount of funds remaining for labor.
- Remaining ODC – Amount of funds remaining for other than direct cost items like travel

#### 11.2 Monthly Progress Report

Monthly Progress Reports must be submitted to the primary and alternate CORs no later than close of business on the 5th business day of the month. Monthly Progress Reports shall cover all Contractor activity that occurred during the previous month. Monthly Progress Reports must be submitted on the Contractor's letterhead.

#### 11.3 Other Reporting Requirements

The Contractor shall bring problems or potential issues affecting performance to the attention of the primary and alternate CORs and Contracting Officer as soon as possible. Verbal reports shall be followed up with written reports and meetings.

### 12 MEETINGS

The following meetings will be required under this task order:

- Post Award Conference

The Government will schedule a kick-off meeting once the Contractor's designated

personnel have received their security clearance authorization. The NRC will provide an agenda prior to the meeting. The Contractor shall participate in the meeting to establish processes, procedures, and priority of tasking. The Contracting Officer and the primary or alternate CORs will represent the Government. The Contractor shall have equivalent representation at the meeting. The Contractor will be responsible for taking the minutes of this meeting. The minutes will be documented using Microsoft Word. The Contractor must send the minutes to the primary and alternate CORs for their review and approval within three (3) business days.

- Bi-Weekly Meetings (first six (6) months)

During the first six (6) months of the contract, the Contractor shall meet with the primary or alternate CORs every two (2) weeks to discuss concerns or challenges that are currently being experienced on the contract. The primary and alternate CORs, and Contractor, shall jointly develop the agenda to ensure issues are addressed, deadlines are known, and direction can be provided to resolve any known issues. The Contractor shall be responsible for taking the minutes of this meeting. The minutes will be documented using Microsoft Word. The Contractor must send the minutes to the primary and alternate CORs for their review and/or approval within three (3) business days.

- Monthly Meetings (monthly)

After six (6) months, the Contractor shall meet with the primary or alternate CORs monthly to discuss concerns or challenges that are currently being experienced on the contract. The primary or alternate CORs and the Contractor shall jointly develop the agenda to ensure issues are addressed, deadlines are known, and direction can be provided to resolve any known issues. The Contractor will be responsible for taking the minutes of this meeting. The minutes shall be documented using Microsoft Word. The Contractor must send the minutes to the primary and alternate CORs for review and/or approval within three (3) business days.

- Quarterly Meetings (quarterly)

After twenty four months, the monthly meetings shall be replaced with Quarterly Meetings. The Contractor shall meet with the primary or alternate CORs quarterly to discuss concerns or challenges that are currently being experienced on the contract. The primary or alternate CORs and the Contractor shall jointly develop the agenda to ensure issues are addressed, deadlines are known, and direction can be provided to resolve any known issues. The Contractor will be responsible for taking the minutes of this meeting. The minutes shall be documented using Microsoft Word. The Contractor must send the minutes to the primary and alternate CORs for review and/or approval within three (3) business days.

- Ad Hoc Meetings

Either party may request an ad hoc meeting. The calling party must provide an agenda and a summary description of what is to be discussed 48 business hours before the meeting is held. The Contractor will be responsible for taking the minutes of this meeting. The minutes shall be documented using Microsoft Word. The Contractor must send the minutes to the primary and alternate CORs for their review and/or approval within three (3) business days.