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

#### A.2 OTHER APPLICABLE CLAUSES

[X] See Addendum for the following in full text (if checked)

[] 52.216-18, Ordering

[] 52.216-19, Order Limitations

52.216-22, Indefinite Quantity

∏ 52.217-6, Option for Increased Quantity

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

[] 52.217-8, Option to Extend Services

[] 52.217-9, Option to Extend the Term of the Contract

#### A.3 CONSIDERATION AND OBLIGATION-DELIVERY ORDERS (JUN 1988)

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$25,120.75. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (b) The amount presently obligated with respect to this contract is \$25,120.75. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract celling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

#### A.4 2052.215-70 KEY PERSONNEL (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:





The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

#### GS35F0068J NRC-33-05-339-002

- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.
- (d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

#### A.5 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

#### A.6 PROJECT OFFICER AUTHORITY (FEB 2004)

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name:

Tom Kardaras

Address:

U.S. Nuclear Regulatory Commission

Mail Stop T4-L7

Washington, DC 20555

Telephone Number:

(301) 415-6942

- (b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:
- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.
- (2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
- (3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.
- (c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:
- (1) Constitutes an assignment of work outside the general scope of the contract.
- (2) Constitutes a change as defined in the "Changes" clause of this contract.
- (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- (4) Changes any of the expressed terms, conditions, or specifications of the contract.
- (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

#### GS35F0068J NRC-33-05-339-002

- (d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233.1. Disputes.
- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements. (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.
- (4) Assist the contractor in obtaining the badges for the contractor personnel.
- (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.
- (6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.



# U.S. NUCLEAR REGULATORY COMMISSION (NRC) OFFICE OF NUCLEAR SECURITY AND INCIDENT RESPONSE (NSIR)

# STATEMENT OF WORK

## FEDERAL INFORMATION SECURITY MANAGEMENT ACT (FISMA) ASSESSMENT

Provide analysis, assessment, and recommendation for security accreditation of three systems within the Office of Nuclear Security and Incident Response at the Nuclear Regulatory Commission.

#### 1.0 BACKGROUND

The Emergency Response Data System (ERDS), the Emergency Telecommunications System (ETS), and the Operations Center Information Management System (OCIMS) are the three primary Information Technology (IT) systems that support incident response activities during emergencies at NRC Headquarters and four regional offices. The Office of Nuclear Security and Incident Response (NSIR) need to obtain a Federal Information Security Management Act (FISMA) security certification and accreditation for each of these systems in FY06.

#### 2.0 OBJECTIVE

The objective of this delivery order is to obtain skilled personnel with expertise in the FISMA security certification and accreditation process and can lead NSIR in the right direction to successfully obtain certification and accreditation of ERDS, ETS, and OCIMS in FY06.

#### 3.0 SCOPE OF WORK

The scope of this project encompasses the following activities.

- a) Examine the existing FISMA security documentation for ERDS, ETS, and OCIMS.
- b) Interview key team members about each project.
- c) Determine the appropriate NRC categorization for each system.
- d) Analyze NRC specific security documentation requirements.
- e) Recommend a plan of action that can allow NRC to obtain a FISMA security certification and accreditation for ERDS, ETS, and OCIMS in FY06.

#### 4.0 TASKS

All of the work performed under this agreement, and any output produced throughout the life of the delivery order, shall incorporate and be in accordance with all applicable NRC policies and processes.

The following are specific requirements.

### 4.1 TASK 1 ASSESSMENT OVERVIEW

The contractor shall:

#### 4.1.1 Examine Existing Security Documentation

The contractor shall examine the existing FISMA security documentation for ERDS, ETS, and OCIMS, dated November 2004. The existing FISMA documentation includes:

- a) A Risk Assessment
- b) A System Security Plan for each system in question
- c) A Business Continuity Plan
- d) A Business Continuity Plan Test Plan

#### 4.1. 2. Gather Additional System Information

Contractor shall interview project-specific stakeholders to gather additional information about each system as needed to support the goals of this work order. The project-specific NRC resources to contact are:

- 1) ERDS Thomas M. Kardaras, 301-415-6942
- 2) ETS Cris Brown, 301-415-6891
- 3) OCIMS Karen Jackson, 301-415-6398

### 4.1.2.1 Optional Task:

The Contractor shall interview the following personnel upon receipt of a written modification from the Contracting Officer in which the optional task is exercised:

#### SUPPORT CONTRACTORS

ERDS support contractor: Lynne Saul (208) 524-9371

OCIMS support contractor: Robetto Figueroa (301) 415-7124 OmarKhan (301) 415-7124

ETS Agency Representative: Stan Wood (301) 415-7211

#### **NSIR MANAGEMENT**

Tim McGinty (301) 415-5710 Melvyn Leach (301) 415-7482

## 4.1.3 Categorize the Systems

The contractor shall determine an appropriate reporting structure to use and categorize ERDS, ETS, and OCIMS in accordance with NRC MD 12.5 and related government specifications.

This will initially involve determining whether or not the systems are best managed from a security perspective by reporting them as one system, three separate systems, or another structure. The determining factors and consideration for each option reviewed will be retained and reported to NRC in a technical recommendation document.

The contractor shall also characterize each IT system as being a Major Application, General Service System, Listed System, or Other. The specific criteria for these

classifications are described in NRC MD 12.5 (a portion of which is included as Attachment A).

#### 4.1.4. Analyze Security Documentation Required

The contractor shall analyze the documentation required based on NRC MD 12.5. Their analysis will include examination of the NRC-unique templates for these security documents for the purposes of assessing the level of effort to complete them.

4.1.5 The contractor shall provide a report that provides a synopsis of the assessment, a narrative explaining the tactics taken while performing the assessment, and a brief overview of the recommendation offered.

#### 4.1.6 DELIVERABLES:

- **4.1.6.1** The contractor shall deliver a draft Assessment Overview within 12 working days after delivery order award.
- **4.1.6.2** The contractor shall deliver a final Assessment Overview within 14 working days after delivery order award.

#### 4.2 TASK 2 – RECOMMEND TECHNICAL APPROACH

- **4.2.1** The contractor shall present a recommended approach for obtaining the certification and accreditation of the system(s) and in keeping with their categorization and compliant with appropriate NRC and other government specifications.
- **4.2.1.1** The detailed recommendation shall include as a minimum:
  - a) The organization of the three systems from the security perspective as a single system or three separate systems or another structure;
  - b) The categorization of the system(s) along with criteria and data that supports the categorization;
  - c) The security documentation requirements for each system; and
  - d) A high-level plan that outlines the tasks required to get the systems certified and accredited in FY06. While the contractor will not have enough information to make a detailed plan, the outline should include tasks, dependencies and level of effort.

#### 4.2.2 DELIVERABLES:

- **4.2.2.1** The contractor shall deliver a draft Technical Recommendation Approach within 12 working days after delivery order award.
- **4.1.5.2** The contractor shall deliver a final Technical Recommendation Approach within 14 working days after delivery order award.

#### 5.0 PERIOD OF PERFORMANCE

The period of performance for this delivery order is August 23, 2005 – September 13, 2005.

#### 6.0 SUMMARY OF MILESTONES AND DELIVERABLES

The key milestones and deliverables are:

- 1. Project Kick-off Meeting Completion
- 2. Assessment Overview
- 3. Technical Recommendation
- 4. Task End Date

The contractor shall submit all deliverables in paper copy and in electronic format in either WP 10.0 or WinWord Version XP on 3.5" floppy diskette or CD-ROM. Deliverables will be reviewed and signed off by the Project Officer.

#### 7.0 DELIVERY SCHEDULE

The delivery schedule shall be the contractor's responsibility and followed accordingly.

Deliverable	Schedule					
Kick-off meeting	Within 3 working days after delivery order award					
DRAFT Assessment Overview	Submit 12 working days after delivery order award.					
FINAL Assessment Overview	Submit 14 working days after delivery order award.					
DRAFT Technical Recommendation	Submit 12 working days after delivery order award.					
FINAL Technical Recommendation	Submit 14 working days after delivery order award.					

#### 8.0 ROLE OF THE NRC

The NRC Project Officer will provide overall program direction, review and approve all plans and deliverables including documents and assessment activities within the scope of the delivery order.

#### 9.0 PROJECT OFFICER

The designated Project Officer for this work is:

Name:

Thomas Kardaras

Address:

U.S. Nuclear Regulatory Commission

Mail-stop: T-4L7

Washington, DC 20555

Telephone Numbers: (301) 415-6942, FAX: (301) 415-6382

E-mail address: txk1@nrc.gov

- (b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:
- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.
- (2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
- (3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.
- (c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:
- (1) Constitutes an assignment of work outside the general scope of the contract.
- (2) Constitutes a change as defined in the "Changes" clause of this contract.
- (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- (4) Changes any of the expressed terms, conditions, or specifications of the contract.
- (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 Disputes.
- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.
- (4) Assist the contractor in obtaining the badges for the contractor personnel.
- (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination."
- (6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(End of Clause)

#### 10. PERSONNEL AND MANAGEMENT REQUIREMENTS

The contractor shall provide the correct number of qualified, competent, and fully trained personnel to perform the activities delineated under this delivery order. The contractor's personnel shall act in a courteous, responsive, knowledgeable, and professional manner at all times.

The contractor will be required to perform the FISMA assessment under the direction of a project manager. The contractor's project manager shall be responsible for overall execution of the provisions of the contract including the provision of all required technical and financial reports.

#### 11.0 SECURITY REQUIREMENTS

#### 11.1 - 2052.204-70 SECURITY (March 2004)

- (a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See Attachment 3) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.
- (b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of

possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

- (c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.
- (d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

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

- (e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.
- (f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- (g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.
- (h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection

of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

- (i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.
- (j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)
- (k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.
- (I) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

(End of Clause)

# 11.2 Badge Requirements for Unescorted Building Access to NRC Facilities (February 2004)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on-site performance under this contract. It is the

contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

#### 11.3 - SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (February 2004)

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

A contractor employee shall not have access to NRC facilities until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on favorably adjudicated background checks by General Services Administration in accordance with the procedures found in NRC Management Directive 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

The Government shall have and exercise full and complete control over granting, denying. withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable GSA Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS may among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify SB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

# 11.4 - SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL

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

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

#### 11.4.1 - SECURITY REQUIREMENTS FOR LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly

completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (Attachment 3) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

#### 11.4.2 - SECURITY REQUIREMENTS FOR LEVEL II

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

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the

approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (Attachment 3) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

#### 11.4.3 - CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

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

#### 12.0 SAFEGUARD OF INFORMATION

In connection with the performance of the work under this delivery order, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub.L. 93-579) or other information which has not been released to the public or has been determined by the Commission

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to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this delivery order. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this delivery order.

#### 13.0 MEETINGS AND TRAVEL

Travel is expected during the delivery order to NRC Headquarters (Rockville, MD), 11545 Rockville Pike, Rockville, MD 20852.

# ATTACHMENT LIST

Number Title

A Relevant Portions of NRC Management Directive 12.5

# Attachment A – Relevant Portions of NRC Management Directive 12.5

The sections below were taken from the Management Directive 12.5 "NRC Automated Information Security Program". The full management directive will be made available to the contractor upon engagement.

# Part 3 Categories of NRC Automated Information Systems

NRC automated information systems (AISs) vary in size, complexity, sensitivity, criticality, and importance to the agency. Applying equal levels of concern and resources to all AIS is not possible or cost-effective. There are insufficient resources to address security equally for all AISs. Further, focusing management attention on systems of lesser importance to NRC often means that vulnerabilities in systems of greater importance remain unresolved.

The need to focus scarce resources to obtain the best return on investment is recognized in Government-wide security guidance (Office of Management and Budget [OMB]

Circular A-130), which identifies Major Applications (MAs), and General Support Systems (GSSs). OMB security guidance then addresses security measures for MAs and GSSs because compromise of those systems would pose the greatest loss to or have the most negative impact on the agency. OMB assumes that security for most all other systems in an agency would be satisfied by controls included in the GSS on which it is installed. The definitions for an MA and a GSS are contained in the OMB Circular A- 130, Appendix III, and they are given in Section 3.1 herein.

OMB also provides guidance for budget preparation, submission, and execution in OMB Circular A-11. In the discussion of information technology (IT) projects and investments in OMB Circular A-11, OMB uses the following language to describe a major IT system or project:

"Major IT system or project means a system that requires special management attention because of its importance to an agency mission; its high development, operating, or maintenance costs; or its significant role in the administration of agency programs, finances, property, or other resources." Within this context of a major IT investment, MAs and GSSs are both considered to be major IT systems.

Presidential Decision Directive (PDD) 63, "Critical Infrastructure Protection," issued in May 1998, includes a range of activities intended to enhance the security of cyber and physical public and private infrastructures. PDD 63 requires agencies to identify any assets (such as an IT system) that are critical to national security, national economic security, or national public health and safety. Any IT systems that are critical (as per PDD 63) would also be considered to be major IT systems. NRC currently has no "critical" IT systems.

#### 3.1 Categories

The definition of an IT system is very broad in current Federal and OMB policy guidance. However, personal software productivity tools, user-developed tracking spreadsheets and databases, and single-user systems are generally not considered to be "systems." Security for these types of small applications and tools is provided by the NRC local-area network/wide-area network (LAN/WAN) GSS. OCIO maintains a master inventory of NRC automated systems, and these small

applications and tools are not included in the master inventory unless an office specifically requests that a specific small software application be added to the master inventory as a system. Sponsors are to screen the applications and software tools in their offices to determine which ones merit the attention to appropriately be called systems, which will then be included in the NRC master inventory of systems. For those NRC software applications that have been determined by the OCIO and the sponsor to be systems, the NRC uses four categories to describe its AISs:

#### Major Application (MA)

The term "Major Application" means a computerized information system or application that requires special attention to security because of the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of the information in the application. Because of their impact on the agency mission and the information they contain or process, MAs require special management oversight. (See OMB Circular A-130, Appendix III.) For example, an agency wide financial management system containing NRC's official financial records would be an MA. A computer program or a spreadsheet designed to track expenditures against an office budget would not be considered an MA. Similarly, commercial off-the-shelf software products (such as word processing software, electronic mail software, utility software, or general purpose software) would not typically be considered MAs.

#### General Support System (GSS)

A GSS is an interconnected set of information resources under the same direct management control that shares common functionality. It normally includes hardware, software, information, data, applications, communications, and people. (See OMB Circular A-130, Appendix III.) The mission objective of a GSS is to provide AIS resources in support of the organizational mission. Typical GSSs are LANs, WANs, servers, and data processing centers.

#### Listed System

OMB policy guidance requires that a security plan be in place for all sensitive systems. NRC uses the term "Listed System" to refer to a computerized information system or application that processes sensitive information requiring additional security protections. and that may be important to the operations of an NRC office or region, but is not an MA when viewed from an agency perspective. Most NRC systems rely on the security protections provided by the NRC LAN/WAN GSS. However, NRC offices have developed a number of additional non-major applications that are processing sensitive data such as individual privacy act information, law enforcement sensitive information, sensitive contractual and financial information, and other categories of sensitive information that the sponsor has determined will require additional security protections beyond the basic security provided by the NRC LAN/WAN. For those types of non-major applications that the sponsor has built in additional security protections and controls because of the added sensitivity of the information being processed, such a non-major application shall be categorized as a "Listed System." The security plan for a listed system will describe those additional security protections and controls. These additional security controls could refer to the use of additional passwords, or the use of additional security technology such as virtual private networks (VPNs), digital signatures, secure Web sites, or other security solutions based on the use of public key infrastructure (PKI) technology. In addition, any system that processes classified information or unclassified Safeguards Information (SGI) that is not a GSS or a MA shall be categorized as a Listed System. An abbreviated security plan format that is compliant with National Institute of Standards and Technology (NIST) security plan guidance is available on the NRC internal Web site.

#### Other

If the sponsor for an NRC system does not believe that additional security protections are necessary and the information being processed by the office non-major application is adequately protected by the security provided by the NRC LAN/WAN, such a system shall be categorized as an "Other" system. This categorization assumes that OCIO and the sponsor have first jointly decided that the application is appropriately called a system and is to be included in the NRC master inventory of systems. Systems in the NRC Other category are typically collections of computer-based activities that while focused on a particular mission function or objective do not have the structure, size, data sensitivity, or the mission importance to warrant additional special management attention or additional security controls. An office database system used by multiple individuals to support tracking and analysis of licensee reports may be categorized as "other." It is up to each individual sponsor to determine which office non-major applications should be categorized as Listed Systems, Other systems, or systems that are so small that they will not be categorized as a system. The Security Plan for the NRC LAN/WAN GSS covers all of the NRC systems on the network that are categorized as other.

IRC FORM 187 U.S. NUCLEAR REGULA 1-2000) RCMD 12  CONTRACT SECURITY AND/OR				The NRC perfo	AUTHORITY The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.  COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE			
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contractor name and address  Project Performance Corporation     1760 Old Meadow Road	A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)			2. TYPE OF SUBMISSION  A ORIGINAL				
Mclean, Virginia 22102		B. PROJECTED C. PROJECTED COMPLETION DATE  08/16/2005 09/06/2005			B. REVISED (Supersedes all previous submissions)  C. OTHER (Specify)			
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5. PERFORMANCE WILL REQUIRE A. ACCESS TO CLASSIFIED MATTER	NOT	NATIONAL	SECURITY	TY RESTRICTED DATA				
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RECEIPT, STORAGE, OR OT CLASSIFIED MATTER. (See	HER SAFEGUARDING OF 5.B.)							
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5. ACCESS TO CLASSIFIED MA INFORMATION PROCESSED								
6. CLASSIFIED USE OF AN INFO PROCESSING SYSTEM.	ORMATION TECHNOLOGY							
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E. ACCESS IS REQUIRED TO	SENSITIVE IT SYSTEMS AND DAT	ra	•					
F. UNESCORTED ACCESS TO	NRC HEADQUARTERS BUILDING	3.						
FOR PROCEDURES AND REQUIREMEN	TS ON PROVIDING TEMPORARY	AND FINAL APPE	ROVAL FOR UNE	SCORTED ACC	ESS, REFER TO NR	CMD 12.		

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY	EVEN THOUGH SUCH INFORMATION IS CONSIDERED (:	UNCLASSIFIED,
NAME AND TITLE	SIGNATURE	DATE
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A. DIRECTOR, OFFICE OR DIVISION	SIGNATURE	DATE
Melvyn N. Leach, Director	Sin Hand for	07/27/2005
Incident Response Directorate  B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
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C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE	DATE
Mary Lynn Scott	Home	10005
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