

AWARD/CONTRACT		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE 1 OF 1 PAGES
2. CONTRACT NO. (Proc. Inst. Ident.) NRC-04-02-054		3. EFFECTIVE DATE 12-04-2001	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RES-01-063	

5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Management Branch No. 1 Washington DC 20555	6. ADMINISTERED BY (If other than Item 5) CODE
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Information Systems Laboratory, Inc. 11140 Rockville Pike, Suite 500 Rockville, MD 20852	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT net 30 10. SUBMIT INVOICES (4 copies unless otherwise specified) ITEM 5 TO THE ADDRESS SHOWN IN:
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11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Office of Nuclear Regulatory Research MS-10-K-8 Washington DC 20555	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer Attn: GOV/COM Acctng. Section T-9H4 Washington DC 20555
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)	14. ACCOUNTING AND APPROPRIATION DATA RES-02-308 31X0200 26015110205 Y6392 252A \$667,000
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	see section B				

15G. TOTAL AMOUNT OF CONTRACT \$2,807,944.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return two copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
19A. NAME AND TITLE OF SIGNER (Type or print) James F. Meyer V.P.	20A. NAME OF CONTRACTING OFFICER Stephen M. Pool
19B. NAME OF CONTRACTOR BY [Signature]	20B. UNITED STATES OF AMERICA BY [Signature]
19C. DATE SIGNED 12/4/01	20C. DATE SIGNED 12/4/01

TEMPLATE - ADM 001

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE SCHEDULE

CLIN Base Year

0001	Estimated Cost for Basic Contract Tasks	\$ 1,098,270
0002	Fixed Fee for Basic Contract Tasks	\$ 82,994
0003	Estimated Cost and Fee for Task Order Area Tasks	\$ 1,626,680

CLIN 0003 will become the Maximum Order Limitation (MOL) for the Task Order Area task orders at time of award. Separate costs and fixed fees will be negotiated for each task order issued. 10% of CLIN 0003 will be the government's minimum guarantee of task order work. Refer to FAR 52.216-22.

Option Year 1

0004	Estimated Cost for Basic Contract Tasks	\$ 755,731
0005	Fixed Fee for Basic Contract Tasks	\$ 57,474
0006	Estimated Cost and Fee for Task Order Area Tasks	\$1,120,929

CLIN 0006 if exercised will be added to CLIN 0003 to increase the MOL.

Option Year 2

0007	Estimated Cost for Basic Contract Tasks	\$ 783,655
0008	Fixed Fee for Basic Contract Tasks	\$ 59,677
0009	Estimated Cost and Fee for Task Order Area Tasks	\$1,166,820

CLIN 0009 if exercised will be added to CLINs 0003 and 0006 to increase the MOL.

Option Year 3

0010	Estimated Cost for Basic Contract Tasks	\$ 614,220
0011	Fixed Fee for Basic Contract Tasks	\$ 46,219
0012	Estimated Cost and Fee for Task Order Area Tasks	\$ 930,780

CLIN 0012 if exercised will be added to CLINs 0003, 0006 and 0009 to increase the MOL.

Option Year 4

0013	Estimated Cost for Basic Contract Tasks	\$636,359
0014	Fixed Fee for Basic Contract Tasks	\$ 47,962
0015	Estimated Cost and Fee for Task Order Area Tasks	\$968,882

CLIN 0015 if exercised will be added to CLINs 0003, 0006, 0009 and 0012 to increase the MOL.

B.2 PROJECT TITLE

The title of this project is as follows:

Maintenance, Applications, Assessment and Development of NRC
Computer Codes

B.3 BRIEF DESCRIPTION OF WORK (MAR 1987)**ALTERNATE 1 (JUN 1988)**

(a) Brief description of work:

The objective of this contract is to 1) Complete the consolidation of the RELAP5 capabilities into TRAC-M code, 2) provide configuration control, correction of code errors, code improvements, developmental assessment, documentation updates, and user support to the NRC, its contractors, and members of CAMP and the domestic Users Support Group for RELAP5/MOD3 and related codes, and 3) perform technical studies for advance reactor designs as well as other issues as directed by the NRC.

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

**B.4 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE
(JUN 1988) ALTERNATE I (JUN 1991)**

This clause applies only to CLINs 1,2,4,5,7,8,10,11,13,and 14.

(a) The total estimated cost to the Government for full performance of this contract is \$1,181,264, of which the sum of \$1,098,270 represents the estimated reimbursable costs, and of which \$82,994 represents the fixed fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

(c) The amount currently obligated by the Government with respect to this contract is \$504,332, of which the sum of \$468,898 represents the estimated reimbursable costs, and of which \$35,434 represents the fixed fee.

(d) It is estimated that the amount currently allotted will cover performance through June 30, 2002.

* blanks to be filled in at time of award.

**B.5 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989)
ALTERNATE 1 (JUN 1991)**

This clause only applies to CLINs 3, 6, 9, 12, and 15.

(a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is 1,626,680. The Contracting Officer may place orders with the contractor during the contract period provided

the aggregate amount of such orders does not exceed the MOL.

(b) The guaranteed minimum obligated by the Government under this contract is 162,668.

(c) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

* blanks to be filled in at time of award

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

The Division of Systems Analysis and Regulatory Effectiveness (DSARE), Office of Nuclear Regulatory Research (RES), has been developing the RELAP5 thermal-hydraulic (T/H) code for use in reactor safety analyses for assessing the safety of nuclear power plants during postulated accidents and transients. The code is also widely used throughout the world.

The RELAP5/MOD3 code including three-dimensional (3D) neutronics in conjunction with a host of other codes, including SNAP, SCDAP, TRAC-M, and RADTRAD, is being used to perform analyses of transients in operating reactors, analyses to support resolution of generic issues, evaluation of emergency procedures and accident management strategies, confirmation of licensee's analyses, testing of fidelity of the Nuclear Regulatory Commission (NRC) simulators, and training exercises for NRC staff. It is anticipated that RELAP5 and TRAC-M codes will also be used to support the analyses of AP1000 should that design be submitted for NRC evaluation.

RELAP5/MOD3 is a one-dimensional best estimate T/H code that is primarily used for small- break loss-of-coolant accidents (SBLOCAs) and other transients. Currently, it is the NRC's primary analysis tool for thermal-hydraulic safety studies and probabilistic risk assessments of operating and advanced light water reactor designs. SNAP is a Graphical User Interface (GUI) package that facilitates input development, input processing, runtime monitoring, and post-processing of calculated results. When completed, it will also provide the capability to convert RELAP5 input decks to those for the TRAC-M code. TRAC-B is a three-dimensional best estimate T/H code that is used to analyze LOCAs and other transients in boiling water reactor (BWR) plants. TRAC-P is a best estimate T/H code with the capability of performing calculations in one or three dimensions that is primarily used for large break loss of coolant accidents (LBLOCAs) and other transients in pressurized water reactors (PWRs). TRAC-M has the 3D capability to model the reactor core and includes 3D reactor kinetics. When completed at the end of 2002, the TRAC-M code would possess all functional capabilities of TRAC-P, TRAC-B, and RELAP5. The SCDAP/RELAP5 code is being used to assess steam generator tube integrity under degraded core conditions. RADTRAD is a reactor accident code that estimates offsite fission product releases. As part of the T/H code program, NRC/RES is also maintaining a Data Bank that collects and archives T/H test data and code input decks.

RELAP5 and related codes are made available to foreign users via the international Code Applications and Maintenance Program (CAMP). The use of the codes by these organizations provides numerous calculations and assessments needed to validate and improve the codes. Semi-annual international workshops to discuss issues related to these codes are conducted by the U.S. Nuclear Regulatory Commission.

The codes are currently provided to U.S. users for a nominal fee that covers shipping, handling, and assistance in installation of the codes. Some users opt to join the Users Support Group and pay an annual membership fee. For the additional fee, members receive consultation over the telephone on possible problems encountered in use of the codes. Both domestic users and CAMP members continue to assess the codes against reactor operational and/or experimental data. As a result of these comparisons and through use of the codes for plant safety assessment, many changes to the codes are suggested each year. When sufficient changes have been made to the codes, they are frozen for a suitable period and released, providing the users with an unchanging code which can be assessed.

C.2 OBJECTIVE

The objective of this contract is to 1) Complete consolidation of RELAP5 capabilities into TRAC-M code, 2) provide configuration control, correction of code errors, code improvements, developmental assessment, documentation updates, and user support to the NRC, its contractors, and members of CAMP and the domestic Users Support Group for RELAP5/MOD3, severe accident, and related codes, and 3) perform technical studies for advance reactor designs as well

as other issues as directed by the NRC.

C.3 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

The NRC shall provide the contractor with the codes. The contractor shall provide the personnel, facilities, and equipment required to accomplish this objective. Tasks to accomplish this objective shall be apportioned into a basic contract with subtasks delineated as appropriate, and a Task Order with which the NRC/RES will define, from time to time, specific code upgrading/updates, technical studies, and support to be performed. The basic contract requires the contractor to provide a single point of contact to assist code users, perform code maintenance including error corrections/debugging, and provide support for CAMP activities. It is anticipated that planned or unplanned code upgrading will be required as a result of code usage/assessment. Via task orders, the NRC will define, from time to time, specific code modifications and other technical tasks to be undertaken, to cope with changing situations.

This project requires computer programmers who have experience and knowledge of various versions of RELAP5/MOD3, TRAC-M, SNAP, PARCS, SCDAP, RADTRAD, PYGI, XMGR5, the automated developmental assessment (Auto-DA) script, and the Data Bank (all referred to as "the codes" hereinafter), and analysts who have experience and knowledge of thermal-hydraulic and reactor physics principles, numerical methods, and modeling for both transient and accident analyses of both operating and advanced PWRs and BWRs. In addition, computer capabilities to perform code development, validation, and assessment are required. To maintain and update the graphical user interface software, SNAP, knowledge of object oriented JAVA programming capability is required. Finally, there must also be diversity in the computer hardware availability and software capabilities to match systems used by most of the users (i.e., SUN, HP, IBM, SGI, DEC, PC/Windows).

C.4 SCOPE OF WORK

C.4.1 BASIC CONTRACT WORK

The Contractor shall maintain the codes and provide a single point of contact for satisfying code users' requests for documentation, code versions or updates, modeling changes, improved user convenience, assistance and diagnosis of user problems, correction of coding "bugs," engineering analyses, code changes, and updating of code documentation. The Contractor shall provide support for CAMP that includes participating in CAMP meetings twice a year, in addition to extending the support described above to its members. The NRC will provide a list of users that includes those working on NRC programs and those who are members of CAMP or the Users Support Group. All effort performed for users other than those on the list shall be on a cost recovery basis. All code changes/improvements that are more than correction of coding "bugs" shall not be part of the basic contract work, but work on these improvements may be ordered by the NRC via the issuance of task orders.

During the execution of code improvements, adequate measures shall be taken to ensure the integrity of the code through accepted software quality assurance (QA) procedures. These are set forth in NUREG-1737, "Software Quality Assurance Procedures for NRC Thermal Hydraulic Codes."

Updated codes shall be compatible with plant input decks that were developed for older versions of the code.

SUBTASKS:

The Contractor shall:

1. Complete the consolidation of the RELAP5 capabilities into the TRAC-M code.
2. Maintain configuration control, and a tape or CD library of code versions. Include ancillary data files and plotting routines. Restrict READ/WRITE access to supervised employees.
3. Distribute code versions to NRC-approved users in a form compatible with the user's computer system (workstation), and in user friendly installation packages. The NRC will provide authorization via e-mail to the contractor

to distribute the code. This e-mail will include relevant information on the approved users.

4. Provide telephone assistance during regular business hours, i.e., 8:00 AM to 5:00 PM local time, Monday through Friday, to users to diagnose their difficulties with the code and offer solutions to code problems.

5. Maintain a file of user trouble reports and user change requests for each code. On a quarterly basis, provide to the NRC Project Officer a proposed prioritization schedule, and estimated staff effort to meet these requests. The NRC Project Officer shall be notified immediately if changes/improvements that need to be addressed urgently are identified.

6. On a bi-monthly basis, the contractor shall meet with the NRC Project Officer. The location of the meetings shall alternate between NRC headquarters in Rockville, MD and the contractor's site. The meeting shall discuss the progress of the contract and any other technical details.

7. Semi-annually, preferably concurrent with the CAMP meeting summary, provide a short input for the NRC thermal-hydraulic code web site with regard to RELAP5 updates, document changes and/or other items of interest to the users.

8. Provide a training workshop on a yearly basis unless otherwise instructed by the NRC/RES. The workshop shall be for 20-25 novice and advanced users of the code. The location of the workshop shall, in general, be in the Rockville, MD area. Fees for the training workshop shall be collected from the participants except a representative from each member of CAMP and the Users Support Group. These fees shall be used by the contractor to offset expenses associated with the workshop.

9. Coordinate with, and provide support to, TRAC-M consolidation as requested by the NRC Project Officer.

10. Provide members with user support required by the CAMP agreements, e. g., provide the latest version of the codes and documentation, answer user questions and concerns, and distribute the quarterly newsletter.

11. Participate in and make presentations at CAMP semi-annual meetings, and prepare CAMP and Technical Program Committee (TPC) meeting minutes.

12. On a cost recovery basis, provide CAMP members with support not specifically covered by bi-lateral international agreements, e. g., special projects, training in addition to regular workshops, etc. It is understood that the rates shall be the same as those charged to the government.

13. Prepare annual summary reports of Independent Assessments performed by CAMP participants, when directed by NRC.

14. Maintain cognizance of national and international developments in the area of thermal- hydraulic codes/experiments so as to be able to propose modeling improvements to RELAP5 and additions to its developmental assessment matrix to ensure that RELAP5 retains a state-of-the-art thermal-hydraulic analysis capability.

C.4.2 BASIC CONTRACT DELIVERABLES

1. On a quarterly basis, commencing on the effective date of the contract, the contractor shall provide to the NRC Project Officer a report that includes user troubles and change requests for the code(s). The report shall provide a prioritization schedule and estimate of staff effort required to meet the requests.

2. On a quarterly basis, commencing on the effective date of the contract, the contractor shall publish a newsletter for the NRC Project Officer and code users that includes users' experiences, not otherwise reported, and advises them of code updates, documentation changes, workshops, and other items of interest to the users.

3. On a quarterly basis, commencing on the effective date of the contract, the contractor shall provide to the NRC Project Officer a technical report that describes how error corrections and improvements were/will be made. The report

shall include a description of the procedures used for quality assurance for error corrections and code improvements.

4. When a new version of a code is created or new experimental data becomes available, the contractor shall provide the NRC Project Officer with a plan for developmentally assessing the code and an assessment matrix based on a review of the relevant models and correlations in the code and ranges of conditions over which they apply.

5. The contractor shall have new versions of codes tested by independent organizations. The contractor shall receive approval from the NRC Project Officer prior to sending new versions of a code to an organization to be tested.

6. On an annual basis (commencing one year from the effective date of the contract), the contractor shall provide to the NRC Project Officer a report of Independent Assessments performed by CAMP participants for each of the codes.

7. Prior to the release of any revised versions of a code(s), the contractor shall submit to the NRC Project Officer, for review and approval, all documentation that reflects the changes made to the code(s), including assessment and user guidance.

8. All NRC approved released versions of the codes (software) shall be provided to the NRC Project Officer.

9. On an annual basis (commencing one year from the effective date of the contract), the contractor shall submit to the NRC Project Officer a list of equipment and/or upgrades requested to be purchased for the upcoming year.

C.5 TASK ORDER AREAS OF WORK

The contractor shall perform code improvements/upgrading, technical studies, and provide support related to maintained codes. The contractor shall correct reported code errors other than coding bugs, implement user requested code changes/improvements, user convenience features, and update of code documentation. Code changes shall be performed in strict adherence to ANSI standards so as to assure code portability, code accuracy by quality assurance testing, documentation of code improvements, and code integrity by traceability procedures. During the execution of code improvements, adequate measures shall be taken to ensure the integrity of the code through accepted software quality assurance (QA) procedures. These are spelled out in NUREG-1737, "Software Quality Assurance Procedures for NRC Thermal Hydraulic Codes." These functions will be accomplished through the issuance of task orders.

The NRC may issue task orders for work in the following areas:

1. Perform engineering analyses of user-reported errors and document those analyses, the safety significance of the problem, and their priority as specified in task orders issued by the NRC Contracting Officer. Those errors of safety significance and low cost will be given the highest priority with those of small safety significance given a low priority. Conduct all code configuration controls according to applicable IEEE quality assurance standards or comparable standards. Copies of these standards shall be provided to the NRC upon request. Define QA for error corrections and code improvements and submit reports, as requested by the NRC, describing these procedures.

2. Code improvements and improvements in user convenience features shall be required throughout the contract period. These cannot be defined in advance, however. Code deficiencies will be identified, from time to time, by NRC, its contractors, CAMP members or other users. The NRC will issue task orders as needed when it decides which improvements to pursue.

3. Code improvements that take advantage of advances in computer capabilities, and new experimental and assessment results shall be evaluated and recommendation made to the NRC concerning their implementation including schedule and cost. The NRC will issue task orders as needed when it decides which improvements to pursue.

4. Maintain and improve the auto-DA process for developmentally assessing the code against new experimental data and/or when modifications are made to the codes. The assessment data base shall be reviewed and expanded with applicable test cases as appropriate.

5. Prior to release of a new version of a code, the contractor shall developmentally assess the code using a wide range of test cases, with particular attention to cases that test the acceptability of model changes made since the last released version, to assure that error corrections/improvements in one area do not degrade the code performance in other areas. This assessment shall be documented with an evaluation of each assessment case as well as a comparison of standard assessment cases for the current and prior versions of the code. The developmental assessment comparisons shall ensure that each new version of the code has gone through all previous developmental assessments.

6. The contractor shall have new versions of codes tested by independent organizations. The contractor shall receive approval from the NRC Project Officer prior to sending new versions of a code to an organization to be tested.

7. Existing code manuals shall be maintained and updated when there are code improvements or error corrections and made current with release of a new version of the code. The manuals shall be maintained in an electronic format as well as submitted to the NRC Project Officer for publication as NUREG/CR reports.

8. Perform specific technical studies and provide technical support related to the maintained codes as requested by the NRC via task orders.

9. When requested by the NRC, develop input models to address issues that may arise from the NRC review of advanced reactor designs and generic or safety issues related to operating reactors.

C.6 MEETINGS AND TRAVEL PER YEAR FOR BASIC CONTRACT WORK:

Two trips to Washington, DC for three staff for two days each to participate in ACRS meetings, dates to be determined.

Six trips to Washington, DC for two staff for program review, dates to be determined.

One trip within the US for two staff to attend a CAMP meeting, date to be determined.

One trip to CAMP conference in Europe for two people, location to be determined. Foreign travel must be addressed separately and approval must be obtained by processing NRC Form 445, in addition to being provided as part of the approved proposal.

C.7 NRC FURNISHED MATERIALS:

1. Current versions of the RELAP5 and related codes, PIRTs, consolidation plan, code documentation, and OECD/CSNI assessment matrix within two weeks of contract startup.

2. A list of approved users for RELAP5 and related codes to whom the contractor shall supply services described above. From time to time, the NRC will provide revised lists.

3. See Section J Attachment 5 for a list of Government Furnished Property.

C.8 CONTRACTOR ACQUIRED EQUIPMENT/PROPERTY

The contractor may purchase, upon the NRC Contracting Officer's approval, high performance workstations, and/or upgrade or replace existing computer hardware as needed during the period of the contract to assure that the codes properly utilize state-of-the-art workstation capabilities and to maintain compatibility with the workstations used by NRC, its contractors and CAMP members (i.e., UNIX). Identification of upgrade and/or replacement hardware shall be presented to the NRC Contracting and Project Officers and purchases made only after prior written approval of the NRC Contracting Officer. The contractor shall provide a written request each year to the NRC Contracting and Project Officers as to the equipment and/or any upgrades required for the performance of this contract.

C.9 CONTRIBUTIONS RECEIVED FROM CAMP MEMBERS OR OTHER CODE USERS

Any monies received by the contractor from CAMP members or other authorized code users for services which the contractor has billed the NRC for reimbursement shall be credited to this contract and such credit deducted from the next invoice submitted to the NRC for payment.

SECTION D - PACKAGING AND MARKING**D.1 PACKAGING AND MARKING (MAR 1987)**

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-5	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER	AUG 1989
52.247-34	ALTERNATE I (APR 1984) F.O.B. DESTINATION	NOV 1991

F.2 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See List of Attachments).

F.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.
- (c) A summary of progress to date; and
- (d) Plans for the next reporting period.

F.4 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status: A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.
 - (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
 - (2) Indicate significant changes in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item "h".
- (i) Property status:
 - (1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.
 - (2) Provide a separate list of property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information must be provided for any component or peripheral equipment which is part of a "system or system unit."
 - (3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more showing the information specified in paragraph (i)(2) of this clause.
 - (4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The

report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status: List the starting and ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

F.5 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

- (a) Project Officer (1 copy)
- (b) Contracting Officer (1 copy)

F.6 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on the date in block 3 of the SF 26 and will expire on 12 months thereafter. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional 4 one-year periods.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 2052.215-71 PROJECT OFFICER AUTHORITY**

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

Name: Michael B. Rubin

Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Reg Research
11545 Rockville Pike MS T-7-H-2
Rockville, MD 20852

Telephone Number: 301-415-6769

(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 or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final

approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

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

G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.


SECTION G

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

G.3 2052.216-71 INDIRECT COST RATES-ALTERNATE 2 (OCT 1999)

(a) For this contract, the ceiling amount reimbursable for indirect costs is as follows:

INDIRECT COST POOL	RATE	BASE	PERIOD
Labor Overhead		direct labor	12/4/01 - 12/3/02
Subcontract OH		sub costs	12/4/01 - 12/3/02
G&A		total cost	12/4/01 - 12/3/02
Material OH		material costs	12/4/01 - 12/3/02

(b) In the event that indirect rates developed by the cognizant audit activity on the basis of actual allowable costs result in a lower amount for indirect costs, the lower amount will be paid. The Government may not be obligated to pay any additional amounts for indirect costs above the ceiling rates set forth above for the applicable period.

G.4 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

G.5 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

G.6 ELECTRONIC PAYMENT

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

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning

the addendum is provided at Attachment . The AGN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any

relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

H.2 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.

(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.

H.3 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS(DPVs) (OCT 1999)

(a) The Nuclear Regulatory Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that may differ from a prevailing NRC staff view, disagree with an NRC decision or policy position, or take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The NRC's policy is to support these instances as Differing Professional Views (DPVs).

(b) The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure may be found in Attachments to this document. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

H.4 2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVs) (OCT 1999)

(a) The following procedure provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns of NRC contractors and contractor personnel on matters connected to the subject of the contract. Subcontractor DPVs must be submitted through the prime contractor. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

(b) The NRC may authorize up to eight reimbursable hours for the contractor to document, in writing, a DPV by the contractor, the contractor's personnel, or subcontractor personnel. The contractor shall not be entitled to any compensation for effort on a DPV which exceeds the specified eight hour limit.

(c) Before incurring costs to document a DPV, the contractor shall first determine whether there are sufficient funds obligated under the contract which are available to cover the costs of writing a DPV. If there are insufficient obligated funds under the contract, the contractor shall first request the NRC contracting officer for additional funding to cover the costs of preparing the DPV and authorization to proceed.

(d) Contract funds shall not be authorized to document an allegation where the use of this NRC contractor DPV process is inappropriate. Examples of such instances are: allegations of wrongdoing which should be addressed directly to the NRC Office of the Inspector General (OIG), issues submitted anonymously, or issues raised which have already been considered, addressed, or rejected, absent significant new information. This procedure does not provide anonymity. Individuals desiring anonymity should contact the NRC OIG or submit the information under NRC's Allegation Program,

as appropriate.

(e) When required, the contractor shall initiate the DPV process by submitting a written statement directly to the NRC Office Director or Regional Administrator responsible for the contract, with a copy to the Contracting Officer, Division of Contracts and Property Management, Office of Administration. Each DPV submitted will be evaluated on its own merits.

(f) The DPV, while being brief, must contain the following as it relates to the subject matter of the contract:

(1) A summary of the prevailing NRC view, existing NRC decision or stated position, or the proposed or established NRC practice.

(2) A description of the submitter's views and how they differ from any of the above items.

(3) The rationale for the submitter's views, including an assessment based on risk, safety and cost benefit considerations of the consequences should the submitter's position not be adopted by NRC.

(g) The Office Director or Regional Administrator will immediately forward the submittal to the NRC DPV Review Panel and acknowledge receipt of the DPV, ordinarily within five (5) calendar days of receipt.

(h) The panel will normally review the DPV within seven calendar days of receipt to determine whether enough information has been supplied to undertake a detailed review of the issue. Typically, within 30 calendar days of receipt of the necessary information to begin a review, the panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

(i) The Office Director or Regional Administrator will consider the DPV Review Panel's report, make a decision on the DPV and provide a written decision to the contractor and the Contracting Officer normally within seven calendar days after receipt of the panel's recommendation.

(j) Subsequent to the decision made regarding the DPV Review Panel's report, a summary of the issue and its disposition will be included in the NRC Weekly Information Report submitted by the Office Director. The DPV file will be retained in the Office or Region for a minimum of one year thereafter. For purposes of the contract, the DPV shall be considered a deliverable under the contract. Based upon the Office Director or Regional Administrator's report, the matter will be closed.

H.5 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES

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

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

CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL I

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

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program;

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

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

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. 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 PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

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

CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL II

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

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated 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 NRC facilities, sensitive information technology systems or data until he/she is approved by PERSEC/DFS first for temporary access (based on a favorable review of their security forms and checks) and final access (based on a favorably adjudicated ANACI) in accordance with the procedures found in MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the 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.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all

forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

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

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

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

H.6 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.

H.7 COPYRIGHT OF CODES - SPECIAL NUCLEAR PURPOSE LICENSE

(A) The NRC may, pursuant to Section (c) of FAR Clause 52-227-14, direct the contractor to claim a copyright in computer software and associated data first produced in the performance of this contract. In addition to the general government license rights identified in Section (c) of FAR Clause 52-227-14, such copyright shall be subject to the following Special Nuclear Purpose License rights:

In addition to the license rights granted the government under paragraph (c) of Section I of the contract, 52.227-14 RIGHTS IN DATA-GENERAL (JUN 1987), the contractor grants the NRC and others acting on its behalf an exclusive, paid up, worldwide, irrevocable license to distribute the code for nuclear health and safety purposes, which may include analyses of operational, decommissioned, or designs of nuclear reactor systems and other such facilities involving nuclear technology performed by parties which may include but are not limited to licensees, vendors, contractors, educational institutions, public interest groups, participants in NRC international agreement programs and other government agencies. Further, consistent with NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST, the contractor agrees that it will not sell or distribute the code to or for the use of such parties or participants and that it will not provide technical services relating to the code to such parties or participants, unless authorized by NRC. In addition, NRC retains the right to improvements made to the code resulting from the contractor's commercial activity that the NRC contracting officer determines are of use for nuclear health and safety purposes. Further, the contractor agrees to include

in any licensing agreement that it may enter into with a third party such limitations as are necessary to preserve the rights of the government, and limit the sale and distribution of the software as described above and as limited by the U.S. Departments of Commerce and State concerning foreign sales.

(B) The NRC reserves the right to direct the contractor to transfer the copyright in codes and associated data developed under this contract to successor contractors subject to the above general government and special license rights. Should NRC determine that it is in the government's interest to have NRC staff perform the software development and maintenance work required under this contract, the contractor agrees to maintain the copyright subject to the above general government and special license rights.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) DEFINITIONS	MAR 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)	DEC 1998
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 2000
52.216-8	FIXED-FEE	MAR 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE	JAN 1999

	FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2000)	OCT 2000
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-6	DRUG-FREE WORKPLACE	MAR 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAR 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	MAR 2001
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	JAN 1986
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES	JUN 1997

52.249-6 ADMINISTRATION FOR AUDIT
52.249-14 TERMINATION (COST-REIMBURSEMENT)
52.253-1 EXCUSABLE DELAYS
COMPUTER GENERATED FORMS

SEP 1996
APR 1984
JAN 1991

I.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date in block 3 of SF26 through 12 months thereafter, unless extended by 52.217-9..

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six months after contract expiration.

I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.222-2
52.232-25

PAYMENT FOR OVERTIME PREMIUMS
PROMPT PAYMENT

JUL 1990
MAR 2001

I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
1.	Billing Instructions - posted on fedbizopps separate file.		
2.	ACH Vendor Registration - will be provided at time of award.		
3.	NRC Handbook 3.8 - will be provided at time of award.		
4.	NRC Form 187 - posted on fedbizopps as separate file.		
5.	GFP List - posted on fedbizopps as separate file.		

SF-1
1/1/16

Appendix

SMALL BUSINESS SUBCONTRACTING PLAN

Small Business Subcontracting Plan

Subject Procurement: RS-RES-01-063

"Maintenance, Applications, Assessment and Development of NRC Computer Codes"

Identification Data:

Information Systems Laboratories, Inc.
11140 Rockville Pike, Suite 500
Rockville, MD 20852

Total Amount of Contract: (this is an Individual Contract Plan)

\$9,996,651

Period of Performance:

One year base period and four one-year options

Introduction

Information Systems Laboratories, Inc. (ISL) is classified as a small business for most Department of Defense programs, and has performed work as a qualified small business for the United States Nuclear Regulatory Commission. For the subject procurement ISL does not qualify as a small business under the designated NAICS code, 541330. For this procurement and potential contract, ISL has developed this plan.

ISL will fully comply with the small business subcontracting requirements as specified by the NRC and delineated in public law 95-507. We have developed this plan to guide and manage the subcontracting activities anticipated under this contract. ISL will make every effort to include small businesses, including those that have qualified as woman-owned businesses, disadvantaged and economically challenged businesses, and HUB-Zone businesses in obtaining services that may be required from outside sources during the performance of the work.

Goals

In compliance with the direction received from the NRC, a percentage goal of 5% of the total estimated dollar value will be subcontracted to small business concerns. The small businesses considered include all qualified firms as discussed in the introduction. This goal will be set and met for the base performance period and each of the option periods as they are exercised. The annual goal for all small business subcontracting is:

7.5% annually and quantified at \$150,000 per year average over 5 years

The subcontracting goals for small businesses of the various types are provided in the following table. The percentages were determined based on a review of the qualifications received from small businesses who were contacted as a result of their response to the NRC solicitation offer, or based on known qualifications in the technical areas of the work scope. One of the companies with suitable qualifications is both woman owned and a disadvantaged small business. No businesses in the veteran owned or HUB-Zone were identified. While ISL will continue to

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actively identify qualified small businesses in all of the categories, the percentages in this plan were developed based on the information in hand at the time the proposal was submitted.

Type of Small Business	Percentage of Total Subcontracting Dollars (\$ average annual)	
	Basic Contract	Task Orders
small business	100 (\$51,250)	100 (\$98,7500)
woman-owned	30 (\$15,375)	20 (\$19,750)
veteran owned	4 (\$2,275)	5 (\$5,500)
disadvantaged (8A)	30 (\$15,375)	20 (\$19,750)
HUB-Zone	0	0

Note: goal is 30% of basic contract and 20% of Task Order subcontracting to woman owned and/or disadvantaged businesses

The percentages and dollar figures for each category were estimated based on the following distribution of potential subcontract work among candidate suppliers.

Potential Supplier – Base Contract	Estimated Yearly Average Dollars
T. Downar (Veteran Owned)	\$2,275
J. Mahaffy	\$6,600
Grush Software	\$2,000
ASTM, Inc. (woman owned, disadvantaged)	\$15,375
Equipment Purchases	\$25,000
TOTAL	\$51,250

Potential Supplier – Task Order Contracts	Estimated Yearly Average Dollars
T. Downar (Veteran Owned)	\$5,500
J. Mahaffy	\$8,500
Tech Source, Inc.	\$18,000
Grush Software	\$47,000
ASTM, Inc. (woman owned, disadvantaged)	\$19,750
TOTAL	\$98,750

Task Order work estimated for Tech Source, Inc. and ASTM, Inc. consists primarily of testing thermal-hydraulics computer codes prior to their release.

Work to be Subcontracted to Small Business Concerns

ISL has identified three areas that are candidates for small business subcontract actions. These are professional and technical services, staffing and administrative support, and materials and supplies. Through the application of this subcontracting plan, ISL will ensure that small businesses are given full consideration for all work opportunities that will be subcontracted. The candidate areas include:

Professional and Technical Services:

ISL has identified two areas initially that are candidates for small business subcontracting. These area include the independent test activities associated with code

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deployment, and the other area is specific object oriented design for thermal hydraulic applications.

Staffing and Administrative Support:

ISL may encounter areas during the performance of the contract where supplemental staff is required to meet project schedule requirements in the area of data base maintenance and administrative support for reports, technical documents or technical meeting support.

Materials and Supplies:

During the performance of the contract certain equipment and material will be procured to support the project

ISL has developed and maintains qualified bidders lists and sources of services for these three areas. Small businesses have been identified as providers of services that meet the project requirements. A number of small businesses have been interviewed during the procurement process that were identified in the NRC solicitation package. Some of these firms have been added to the potential sources list for the three technical area above, and will be solicited for subcontract support as required during the performance of the work.

ISL project and contract personnel will strive to award subcontracts to qualified small businesses and meet the goals established in this plan. Because of the high degree of technical complexity in the work, and the limited numbers of qualified small business providers of these services, efforts to identify qualified small business suppliers continue. Maintenance of business contacts, updating of technical information on small business sources, and communications on a regular basis with qualified small businesses will continue in support of this contract.

Subcontract Program Administration

The responsibility for the subcontracting management activities at ISL for work for the NRC resides with Dr. James Meyer, the Vice President of the Rockville office. Dr. Meyer is both familiar with the technical and project work requirements and maintains a network of business contacts in the nuclear services area. He has knowledge of small businesses with the required skills that can supplement the efforts of ISL, and he has capable assistance in meeting the contract requirements of the government. Dr. Meyer will be assisted by the ISL Contracts Manager.

Name: James Meyer
Title: Vice President and Office Manager
Address: 11140 Rockville Pike
Rockville, MD 20852
Telephone: 301- 468 - 6425
Facsimile: 301- 468 - 0883

In summary, Dr. Meyer will:

- Promote the small business contracting activities of ISL

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- Develop and maintain bidders and source lists
- Ensure procurement packages and subcontract solicitation information is concise and precise
- Develop and expand the identification of potential small business sources
- Oversee the recordkeeping and administrative process related to small business subcontracting
- Monitor the company goals and act to ensure contractual requirements are met
- Prepare and submit timely reports to the government
- Provide technical assistance to small businesses in compliance with program requirements
- Ensure that activities for small disadvantaged, woman owned and other economically disadvantaged organizations are include in the company efforts

Flow-Down Clause

ISL will include the provisions for the utilization of small business concerns in any subcontracts that it may issue to organizations other than small businesses. Although not anticipated in this contract, any other organizations brought into the task areas will be required to utilize small businesses as they are qualified to support their work efforts in accordance with project goals.

Timely Payment

In compliance with the Federal Acquisition Regulations, ISL will ensure timely payment for work provided to small business subcontractors.

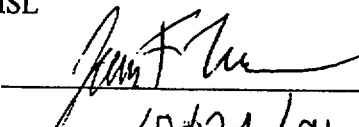
Submittal

This subcontracting plan is submitted as part of the ISL proposal for the subject procurement, RS-RES-01-063. Dr. Meyer will administer this plan and will ensure that the project and contract personnel assigned to support this effort from ISL will meet its requirements.

Dr. James Meyer
Vice President, ISL

Signature: _____

Date: _____


10/24/01

Phone: 301 468 6425

Fax: 301 468 0883

Approval

This subcontracting plan has been reviewed and approved for this procurement and subsequent contract action.

Agency: Nuclear Regulatory Commission
Name:
Title:

Signature: _____

Date: _____

Phone: _____

Fax: _____

Contract: _____

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The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

Information Systems Laboratories, Inc.
11140 Rockville Pike, Suite 500
Rockville, MD 20852

A. CONTRACT NUMBER FOR COMMERCIAL
CONTRACTS OR JOB CODE FOR DOE
PROJECTS (Prime contract number must be shown
for all subcontracts.)

NRC-04-02-054

B. PROJECTED
START DATE

12/04/2001

C. PROJECTED
COMPLETION DATE

12/03/2006

2. TYPE OF SUBMISSION

- ☒ A. ORIGINAL
☐ B. REVISED (Supersedes all previous submissions)
☐ C. OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY

☐

B. CONTRACT NUMBER

NRC-04-97-039 NRC-04-96-060

DATE

04/23/2002

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Maintenance, Applications, Assessment, and Development of NRC Computer Codes

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

☐ YES (If "YES," answer 1-7 below)

☒ NO (If "NO," proceed to 5.C.)

NOT
APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION

☒
☐
☐
☐
☐

2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF
CLASSIFIED MATTER. (See 5.B.)

☒
☐
☐
☐
☐

3. GENERATION OF CLASSIFIED MATTER.

☒
☐
☐
☐
☐

4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER
CLASSIFIED COMSEC INFORMATION.

☒
☐
☐
☐
☐

5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED
INFORMATION PROCESSED BY ANOTHER AGENCY.

☒
☐
☐
☐
☐

6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY
PROCESSING SYSTEM.

☒
☐
☐
☐
☐

7. OTHER (Specify)

☐
☐
☐
☐
☐

B. IS FACILITY CLEARANCE REQUIRED?

☐

YES

☒

NO

C. ☐ UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

D. ☐ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. ☒ ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F. ☒ UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE

SIGNATURE

DATE

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

☐

AUTHORIZED CLASSIFIER (Name and Title)

☐

DIVISION OF FACILITIES AND SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)

☒

SPONSORING NRC OFFICE OR DIVISION (Item 10A)

☒

DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT

☒

DIVISION OF FACILITIES AND SECURITY (Item 10B)

☒

CONTRACTOR (Item 1)

☒

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)

SIGNATURE

DATE

A. DIRECTOR, OFFICE OR DIVISION

Thomas L. King

SIGNATURE

DATE

SIGNATURE

DATE

B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY

Thomas O. Martin

SIGNATURE

DATE

C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
(Not applicable to DOE agreements)

for Timothy S. Hagan

SIGNATURE

DATE

REMARKS