

1. CONTRACT NO. NRP-81-096 2. EFFECTIVE DATE _____ 3. REQUISITION PURCHASE REQUEST PROJECT NO. _____ 4. CERTIFIED FOR NATIONAL DEFENSE UNDER SOLA REG. 1 AND OF OTHER REG. 1 _____
 5. ADMINISTERED BY (1) user (2) blank (3) 6. COLN _____ 7. DEL. _____
 8. _____ 9. _____

U.S. Nuclear Regulatory Commission
 Division of Contracts
 Washington, DC 20555

6. CONTRACTOR NAME AND ADDRESS: The Franklin Research Center
A Division of the Franklin Institute
The Benjamin Franklin Parkway
Philadelphia, PA 19103

7. FACILITY CODE _____

9. DISCOUNT FOR PROMPT PAYMENT _____

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK _____

11. SHIP TO/MARK FOR: ATTN: Mr. Edward Butcher
U.S. Nuclear Regulatory Commission
Office of Nuclear Reactor Regulation
Washington, DC 20555

12. PAYMENT WILL BE MADE BY: U.S. Nuclear Regulatory Commission
Office of the Controller
Washington, DC 20555

13. THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO: 10 U.S.C. 2304 (a)(1) 41 U.S.C. 252 (c)(3)

14. ACCOUNTING AND APPROPRIATION DATA: 20-19-07-06 B7504 31X0200.201 OBLIGATE 9,500.00

15. ITEM NO.	16. SUPPLIER/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	LICENSING ACTIONS STATUS MONITORING SYSTEM (See Continuation Pages)				

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Firm Fixed Price \$ 9,500.00

31 CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 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.)

26. 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.

23. NAME OF CONTRACTOR The Franklin Institute
 BY Alice M. Ashton (Signature of person authorized to sign)

27. UNITED STATES OF AMERICA
 BY D.J. Dougherty (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print) Alice M. Ashton
Contract Administrator

25. DATE SIGNED 11/18/80

28. NAME OF CONTRACTING OFFICER (Type or print) D.J. Dougherty

29. DATE SIGNED 11/18/80

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Representations, Certifications submitted by the Contractor under this contract are included by reference as part of this contract as though they were attached.

SCHEDULE

ARTICLE I - SPECIFICATION/DELIVERABLES

SPECIFICATION

- A. The Contractor will prepare a users manual which describes the computerized monitoring system and program developed under contract No. NRC-03-79-118 in sufficient detail for Nuclear Regulatory Commission (NRC) personnel to operate the system, maintain a data base, and as the need arises to adapt the program to NRC changing needs.
- B. The Contractor will modify the software for use at the NRC/NIH computer facility which programs must be executable on an IBM 3033/168 MUS computer system.
- C. The contractor will provide an executable TSO CLIST for operation of the system and provide technical support for testing the system, initial start-up runs, and assist the NRC Project Officer in the setting up of one (1) NRC technical evaluation program.

DELIVERABLES

- A. Ten (10) copies of the users manual described above
- B. Magnetic tape containing source listing, executable program and sample runs with output listing.

ARTICLE II - DELIVERY

The item(s) required by ARTICLE I shall be delivered on or before February 13, 1981.

ARTICLE III - PLACE OF DELIVERY

The item(s) required hereunder shall be delivered to the address set forth in Block No. 11 of the Standard Form 26.

ARTICLE IV - PAYMENT

- A. In the absence of a discount, the contractor shall be paid upon the submission of a proper and correct invoice or voucher in approximately thirty (30) days after submission or date of delivery, whichever is later, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted (ARTICLE I), as herein provided.
- B. Additional provisions relating to payment are contained in Clause 5.3 of the General Provisions.

ARTICLE V - TOTAL AMOUNT OF CONTRACT

The firm fixed price amount of this contract for the delivery and acceptance of the supplies stipulated in ARTICLE I is \$9,500.00.

ARTICLE VI - INSPECTION AND REVIEW OF WORK

A. Prior to Delivery

The Nuclear Regulatory Commission reserves the right to make periodic on-site inspections in accordance with the General Provision, entitled "Inspection." It shall be expressly understood that such inspections shall not constitute acceptance by the Government of any part of the work, but shall be for the purpose of providing coordination and technical guidance in interpretation of technical requirements.

B. After Delivery

1. All inspections, acceptance, and rejection decisions shall be made at destination by the Project Officer or his authorized representative.
2. Upon receipt of all deliverable items, the Project Officer or his authorized representative shall inspect each item for compliance with the specifications contained herein.

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3. Acceptance or rejection of deliverable items shall be made in writing by the Project Officer within 15 calendar days after receipt of said deliverable items from the contractor. In the event of rejection of any portion of the work, completion of corrected items shall be received within 15 calendar days after receipt of notice of rejection. Final acceptance shall be made in writing only after the work has been corrected to the extent that it conforms to the specifications contained herein and has been approved by the Project Officer. The contractor shall be notified of final acceptance within 15 calendar days after receipt of the corrected items.

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ARTICLE VII - PRIVATE USE AND PROTECTION OF UNCLASSIFIED GOVERNMENT INFORMATION

- A. Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, records or other information, documents and material furnished by the Commission to the contractor in the performance of this contract, or information developed by the contractor in the course of the work hereunder, shall be used only in connection with the work performed under this contract. The contractor shall, upon completion or termination of this contract, transmit to the Commission all records or other information, documents and material, and any copies thereof, furnished by the Commission to the contractor or developed by the contractor in the performance of this contract.
- B. The contractor shall be responsible for safeguarding from unauthorized disclosure any information or other documents and material exempt from public disclosure by the Commission's regulations and made available to the contractor in connection with the performance of work under this contract. The contractor agrees to conform to all regulations, requirements, and directions of the Commission with respect to such material.
- C. The contractor's duties under this clause shall not be construed to limit or affect in any way the contractor's obligation to conform to all security regulations and requirements of the Commission pertaining to classified information and material.

ARTICLE VIII - KEY PERSONNEL

Pursuant to this ARTICLE (Key Personnel), the following individuals are considered to be essential to the successful performance of the work hereunder and shall not be replaced without the prior approval of the Contracting Officer. In such event, the contractor agrees to substitute persons possessing substantially equal ability and qualifications satisfactory to the Contracting Officer.

Dr. Z. Zudans

ARTICLE IX - TECHNICAL DIRECTION

- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in ARTICLE of this contract. 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, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.
 2. Providing assistance 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.

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ARTICLE X - PROJECT OFFICER

Mr. Edward Butcher is hereby designated as the Contracting Officer's authorized representative (hereinafter called Project Officer) for technical aspects of this contract. The Project Officer is not authorized to approve or request any contract which results in or could result in an increase in contract cost; or terminate, settle any claim or dispute arising under the contract; or issue any unilateral directive whatever.

The Project Officer is responsible for: (1) monitoring the contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements; (2) interpreting the scope of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the contractor in the resolution of technical problems encountered during performance. Within the purview of this authority, the Project Officer is authorized to review all costs requested for reimbursement by contractors and submit recommendations for approval, disapproval, or suspension for supplies, services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the Project Officer to the contractor to be valid, it must: (1) be consistent with the description of work set forth in the contract; (2) not constitute new assignment of work or change to the expressed terms, conditions or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; and, as stated above, (4) not constitute a basis for any increase in the contract cost.

ARTICLE XI - ATTACHMENTS

1. General Provisions for Fixed Price Supply Contracts dated July 30, 1980 are attached and form a part of this contract
2. NRC Contractor Organizational Conflict of Interest (41CFR Part 20) is attached and forms a part of this contract.

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