

AWARD/CONTRACT

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1. CONTRACT (Proc. Inst. Ident.) NO. **NRC-10-82-708**

2. EFFECTIVE DATE **9-30-82**

3. REQUISITION/PURCHASE REQUEST/PROJECT NO. **RFPA ADM-82-708**

4. CERTIFIED FOR NATIONAL DEFENSE UNDER DDPA REG. 2 AND/OR DMS REG. 1. RATING:

5. ISSUED BY CODE
US Nuclear Regulatory Commission
Division of Contracts, AR-2223
Small Purchases Section
Washington, DC 20555

6. ADMINISTERED BY CODE
(If other than block 5)

7. DELIVERY JOB DESTINATION
 NATION
 OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE
San Clemente Public Library
ATTN: Candace Haggard
Senior Administrative Librarian
242 Avenida Del Mar
San Clemente, CA 92672

9. DISCOUNT FOR PROMPT PAYMENT
NA

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12
Submit with quarterly report.

11. SHIP TO/MARK FOR CODE
US Nuclear Regulatory Commission
ATTN: Jona Souder, LPDR, 7414 MNBB
Washington, DC 20555

12. PAYMENT WILL BE MADE BY CODE
US Nuclear Regulatory Commission
ORM, Division of Accounting and Finance
Washington, DC 20555

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

14. ACCOUNTING AND APPROPRIATION DATA
Appn: 31A0200.402 B&R: 46-20-25-302 - \$9,425.40

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	Maintenance and Operation of Local Public Document Rooms (LPDRs)				\$9,425.40

21. TOTAL AMOUNT OF CONTRACT \$ **\$9,425.40**

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 BY **Elizabeth Martinez Smith**
 Signature of person authorized to sign

27. UNITED STATES OF AMERICA BY **Patricia A. Smith**
 Signature of Contracting Officer

24. NAME AND TITLE OF SIGNER (Type or print)
Elizabeth Martinez Smith
County Librarian

25. DATE SIGNED
9-28-82

28. NAME OF CONTRACTING OFFICER (Type or print)
JOHN E. REBELLO

29. DATE SIGNED
9-30-82

ARTICLE I - BACKGROUND

The Local Public Document Room Branch within the Division of Rules and Records, Office of Administration, US Nuclear Regulatory Commission (NRC), is responsible for the overall establishment and maintenance of Local Public Document Rooms (LPDRs). The LPDR Branch recommends, develops, and implements programs, plans, objectives, and activities of local public document rooms, as well as coordinates the distribution of documents to LPDRs.

The LPDR program provides scientific and technical information relating to nuclear power plants. The document collections permit and encourage the free exchange of ideas and criticisms by the general public in the licensing of nuclear power plant construction and operation. The LPDRs currently are maintained by volunteers in local libraries and other facilities in the vicinity of nuclear generating power plants.

The LPDR Branch is establishing a contract program to provide financial remuneration for services performed by the LPDRs and to insure that a uniform program of document maintenance and information services is provided for LPDR patrons. The services to be performed under this contract are discussed in Article III.

ARTICLE II - NRC RESPONSIBILITY

The NRC will provide, normally on a weekly basis, the documents to be added to each local public document collection. The NRC will provide file folders, binders, labels, a log, postcards for reporting missing documents, envelopes for use in communicating with the NRC, and a User's Guide. Also, the NRC, when notified by a library, will promptly replace any documents found missing from the local public document collection.

The NRC also will periodically visit each library which maintains a local public document collection to review the collection, correct any problems that may be noted, and to provide guidance and instructions to the library staff.

ARTICLE III - SCOPE OF WORK

The Contractor shall perform the following services relative to the maintenance and operation of the LPDR:

A. Filing and File Maintenance

1. Properly file paper copy documents or microfiche received from the NRC within one week of receipt in accordance with the filing system provided by the NRC. To meet the particular needs of library patrons, this filing deadline may be extended upon the expressed approval of the Chief, LPDR Branch, NRC.
2. Refile documents or microfiche used by patrons within the next business day.

E. Supply Requirements

1. Maintain adequate supply of paper for the microfiche reader printer.
2. Maintain adequate supply of electric lamps for the microfiche reader printer.

F. Reporting Requirements

1. Frequency and Content

A performance report will be submitted by the library to the NRC within twenty (20) days after the end of the first, second, and third contract quarters. In addition, the library shall submit a final cumulative report at the end of the contract year. Each report shall include an estimate of the number of people using the collection, frequency of use, the estimated number of copies made of documents, conditions of the collection and whether the filing is up to date, any significant problems which may have occurred in the maintenance and use of the document collection, and any equipment maintenance which may have occurred during the period. The format to be followed in submitting the quarterly and final reports is shown in Attachment A to this contract.

2. Copies

One copy of the report shall be submitted to the NRC Contracting Officer and one copy to the Chief, LPDR Branch.

ARTICLE IV - PERIOD OF PERFORMANCE

The period of performance with respect to this contract shall commence on the date of execution of the contract and shall be in effect for one (1) year.

ARTICLE V - GOVERNMENT-FURNISHED PROPERTY

The following Government equipment and materials shall be furnished to the Contractor for performance of the services required hereunder:

1. 3M "800" Microfiche Reader/Printer, Model 475AG, S/N 155076 (one (1) each).
2. Vertical Visible Upright Cabinet for Cards and Microfiche, 4x6 size, 7-drawers, 40" high, 16" wide, 27" deep, with High Leg Base, Steel 12" high, Shaw-Walker Co Model C-1419 (one (1) each).

3. Reader-Printer Sit-Down Stand, 30" High, Top 36" x 30", Bell and Howell Catalogue No. 123002 (one (1) each).
4. Lamps for Model "800" Microfiche Reader-Printer, 3M No. 78-8012-3601-5 (one (1) each).
5. Dry Silver Paper, Type 795, 8-1/2" x 250" (4 rolls per carton) (one (1) ctn).

The NRC will furnish the initial box of paper and an extra lamp (items 4 and 5 above) for the microfiche reader-printer. Thereafter, responsibility for additional paper and lamps rests with the library. The NRC authorizes the library to charge for copies made on the reader-printer to recoup expenses for paper and lamps. The NRC also authorizes the library, without cost to the NRC, to install a coin-operated attachment to the reader-printer. In either case, however, the cost a library may charge for copies from microfiche may not exceed \$0.25 per page copy unless it can demonstrate to the Chief, LPDR Branch, that operating costs require a higher per-page cost.

ARTICLE VI - LIABILITY

The Contractor assumes all risks, and liabilities resulting from the use of the Government-Furnished Property herein enumerated in performance of the work as set forth herein. The Contractor further agrees to hold harmless the Government, the Nuclear Regulatory Commission, including their officials, employees, or agents, for any liability to anyone arising out of or in connection with the use of said Government-Furnished Property during the performance of the work as set forth herein.

ARTICLE VII - CONSIDERATION

In full consideration of the Contractor's performance hereunder the NRC shall pay the Contractor the fixed price of \$9,425.40.

ARTICLE VIII - PAYMENT

Payment shall be made in accordance with Clause 2 of the General Provisions entitled "Payments." Partial payments, in the amount of one-fourth of the agreed annual contract cost, shall be made upon submission and acceptance by the Chief, LPDR Branch, of the quarterly reports reiterated in ARTICLE III, F.1. above; provided, however, that said payment(s) shall not be deemed to prejudice any rights which the Government may have by law or under other provisions of this contract.

ARTICLE IX - OBLIGATION

The amount presently obligated by the NRC with respect to this contract is \$9,425.40.

ARTICLE X - PROJECT OFFICER

Jona Souder 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 action which results in or could result in an increase in contract cost; nor to terminate, or settle any claim or dispute arising under the contract; nor 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 this contract;
2. not constitute new assignment of work or change of 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
4. not constitute a basis for any increase in the contract price.

ARTICLE XI - TRAINING

The library shall have a staff person with the responsibility for maintaining the local public document collection participate in a two-day workshop to be held at NRC Headquarters in Bethesda, Maryland, or at one of the NRC Regional Offices. The workshop, currently being planned, will provide information regarding the NRC regulatory program, the licensing process, the NRC's computerized document control system, and specific details concerning the administration of the program for local public document collections. The charges for the workshop attendance will be negotiated at a later date and incorporated into this contract by modification. The date and additional information concerning the workshop will be provided at a later time.

ARTICLE XII - GENERAL PROVISIONS

This contract is subject to the Fixed Price Research and Development Contracts Under \$10,000.00, dated November 14, 1977, which incorporates the FPR Changes and Additions and NRC Additions, attached hereto and made a part hereof.

Clause 14 entitled "Patent Rights - Acquisition by the Government" is deleted in its entirety.

ARTICLE XIII - ATTACHMENTS

The following documents are attached hereto and incorporated herein by reference:

- A. Report for NRC Local Public Document Collection (2 pages).
- B. General Provisions, Fixed Price Research and Development Contracts Under \$10,000.00, dated November 14, 1977..

A. Use of the Collection:

1. Estimate of the frequency of use of the documents during the last quarter (i.e. number of persons using the collection per day, week, or month).

Comments: _____

2. Estimate how many copies of documents were made during the quarter.

- 1) From Paper Copies
- 2) From Microfiche

B. Condition of the LPDR Collection:

1. Has filing been kept up-to-date (filed within one week of receipt from NRC and within one business day after use by patrons)? If not, what actions are being taken to maintain collection up-to-date?

2. Have documents been reported missing during the quarter? (Please indicate on attachment, if the NRC LPDR Branch has not been previously notified, any documents which are missing).

C. Equipment Maintenance:

List the cost of any maintenance of the microfiche reader/printer, the date of the service, and describe the problems requiring the service.

<u>DATE</u>	<u>PROBLEM</u>	<u>COST</u>

D. Problems:

Please describe any significant problems which have occurred in the maintenance and use of the collection which have not been previously reported to the NRC and resolved.

Date

Signature

Title