

| | | | | | | | |
|---|--|----------------------------|--|---|--|---|--|
| 1. CONTRACT (Proc. Inst. Ident.) NO. NRC-25-82-323 | | 2. EFFECTIVE DATE / /82 | | 3. REQUISITION/PURCHASE REQUEST/PROJECT NO. MPA-82-323 | | 4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING: | |
| 5. ISSUED BY U. S. Nuclear Regulatory Commission Small Purchases Section Administrative Contracts Branch Washington, D. C. 20555 | | | | 6. ADMINISTERED BY (If other than block 5) | | 7. DELIVERY FOB DESTINATION <input type="checkbox"/> OTHER (See below) | |
| 8. CONTRACTOR NAME AND ADDRESS Commonwealth of Pennsylvania Pennsylvania Game Commission P.O. Box 1567 Harrisburg, Pennsylvania 17120 | | | | FACILITY CODE | | 9. DISCOUNT FOR PROMPT PAYMENT N/A | |
| 11. SHIP TO/MARK FOR U. S. Nuclear Regulatory Commission Division of Data Automation & Management Information Washington, D. C. 20555 | | | | 12. PAYMENT WILL BE MADE BY U. S. Nuclear Regulatory Commission Office of Resource Management Division of Accounting and Finance Attn: GOV/COM ACCOUNTS Washington, D. C. 20555 | | | |
| 13. THIS PROCUREMENT WAS <input type="checkbox"/> ADVERTISED, <input checked="" type="checkbox"/> NEGOTIATED, PURSUANT TO: | | | | <input type="checkbox"/> 10 U.S.C. 2304 (a)(1) <input checked="" type="checkbox"/> 41 U.S.C. 252 (c)(3) | | | |
| 14. ACCOUNTING AND APPROPRIATION DATA 31X0200.802 80-20-25-03 B8812 | | | | | | | |

| 15. ITEM NO. | 16. SUPPLIES/SERVICES | 17. QUANTITY | 18. UNIT | 19. UNIT PRICE | 20. AMOUNT |
|---|--|--------------|----------|----------------|--------------------------------------|
| | "Use of Pennsylvania Fish and Wildlife Data Base System in Environmental Analyses for Nuclear Power Plant Licensing" | | | | \$5,000.00 |
| 21. 8210280235 820930 PDR CONTR NRC-25-82-323 PDR | | | | | TOTAL AMOUNT OF CONTRACT \$ 5,000.00 |

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

| | | | |
|---|--|--|--|
| 22. <input checked="" type="checkbox"/> 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. <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. | |
| 23. NAME OF CONTRACTOR BY <i>J. I. Sitlinger</i> (Signature of person authorized to sign) | | 27. UNITED STATES OF AMERICA BY <i>Patricia A. Smith</i> (Signature of Contracting Officer) | |
| 24. NAME AND TITLE OF SIGNER (Type or print) J. I. Sitlinger, Chief Division of Land Management | | 28. NAME OF CONTRACTING OFFICER (Type or print) Patricia A. Smith | |
| 25. DATE SIGNED 9/30/82 | | 29. DATE SIGNED 9/29/82 | |

ARTICLE I - BACKGROUND

The Nuclear Regulatory Commission (NRC) would benefit from using the Commonwealth of Pennsylvania computerized fish and wildlife data base system since the system shall provide background biological information to be used as an "independent check" on data submitted by utility companies on two nuclear plants proposed for operation and three plants currently in operation. The system shall provide an additional data source for its review of the Limerick Units 1 and 2 environmental report and in the preparation of impact section of the Draft Environmental Impact Statement relative to plant operation. In addition, use of the data base will enhance the staff's capabilities in accessing biological impacts relative to Beaver Valley Unit 2 operation (application anticipated in FY-1983).

The data base contains detailed ecological information on over 500 species of fish and wildlife and is programmed to allow user access for various key biological and physical habitat parameters. By querrying the system, the user can determine which important species are likely to be affected by such habitat modifications as loss of tree cover, stream flow rate and depth changes, water temperature increase or chemical discharges into rivers or lakes.

OBJECTIVE

The objective of this project is to use existing fish and wildlife data in accessing the biological impacts of operation of the Limerick and Beaver Valley Nuclear Power Plants and to access impacts relative to three plants presently in operation.

ARTICLE II - STATEMENT OF WORKPROJECTED COMPLETION DATETASK 1

Provision of Data User ID Code and Password

The contractor shall provide all instructions and authorities, including identification codes and user passwords to the NRC for direct and independent access to the Pennsylvania Fish and Wildlife Data Base. Contractor also shall provide information regarding electronic processing equipment compatible with the computer and program comprising the data base system.

Within 45 days of effective date of contract

Task 2

Training NRC Data Users

The contractor shall provide user training to four NRC staff members from the Environmental Engineering Branch. Training sessions shall provide "hands on" use of computer terminal equipment and an opportunity to learn the data base coding system and its specific capabilities.

Within 45 days of contract effective date

TASK 3PROJECTED COMPLETION DATE

Maintain and Update Data Base

The contractor shall update and maintain the fish and wildlife data base and provide for the accuracy, security and other information and announcements as required. Contractor shall provide updated information and procedures to the NRC as various segments of the system are revised.

As needed

ARTICLE III - PERIOD OF PERFORMANCE

The period of performance with respect to this contract shall commence upon date of execution and expire twelve (12) months after date of execution.

REPORTING REQUIREMENTS

1. The contractor shall provide a letter report upon completion of staff training, documenting the date of training and individuals in attendance.
2. Business Letter Report

A monthly business letter report will be submitted by the 15th of the month to the Project Manager with copies provided to the Director, Division of Engineering, ATTN: C. Poslusny, DE and Mr. B.L. Grenier, NRR. These reports will identify the title of the project, the FIN Number, the Principal Investigator, the period of performance, and the reporting period and contain two sections as follows:

PROJECT STATUS SECTION

1. A listing of the efforts completed during the period; milestones reached, or if missed, an explanation provided.
2. Any problems or delays encountered or anticipated and recommendations for resolution.
3. A summary of progress to date (this may be expressed in terms of percentage completion for each task).
4. Plans for the next reporting period.

FINANCIAL STATUS SECTION

1. Provide an itemized billing to the Subscriber for actual computer usage determined by the accounting system built into the data base management system.
2. Provide an itemized billing to NRC for overhead costs incurred for computer program storage.

ARTICLE IV - CONSIDERATION

In consideration of the contractor's performance hereunder, the NRC shall pay the Contractor a fixed rate of \$3,000.00 for storage fees, updating system, technical services and overhead costs involved in the upkeep of the system. Computer usage charges are estimated to be \$2,000.00 for the period of performance and will be billed at actual

usage charges on a quarterly basis.

ARTICLE V - OBLIGATIONS

The amount presently obligated by the NRC with respect to this contract is \$5,000.00.

ARTICLE VI - PAYMENT

Payment shall be made quarterly in the amount of \$750.00 in accordance with Clause 2 of the General Provisions entitled "payment" for overhead costs incurred for computer program storage and other services per this contract; Computer usage costs shall be billed on an "as used basis"; 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. Invoices shall be submitted to:

U. S. Nuclear Regulatory Commission
Office of Resource Management
Division of Accounting and Finance
ATTN: GOV/COM ACCOUNTS
Washington, D. C. 20555

ARTICLE VII - PROJECT OFFICER

Charles Johnson 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;
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 VIII - GENERAL PROVISIONS

This contract is subject to the Fixed Price Research and Development Contracts Under \$10,000.00, dated November 14, 1977, which incorporated 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 IX - ATTACHMENTS

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

- A. General Provisions, Fixed Price Research and Development Contracts Under \$10,000.00, dated November 14, 1977.