

CONTRACT (Form 101) 1-16-101

1. CONTRACT (Form 101) NO. **NRC-10-83-727**

2. EFFECTIVE DATE **9/17/83**

3. ACQUISITION/PURCHASE REQUEST/PROJECT NO. **RFA No. ADM-83-727**

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

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

5. ADMINISTERED BY (If other than block 3)

6. DELIVERY FOR DESTINATION **NATION**
 OTHER (See below)

CONTRACTOR NAME AND ADDRESS **University of New Orleans**
Earl K. Long Library
New Orleans, LA 70148

7. DISCOUNT FOR PROMPT PAYMENT **N/A**

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK **12**

SHIP TO/MARK FOR **U.S. Nuclear Regulatory Commission**
 ATTN: Ms. Jona Souder, MNBB 7414
 Washington, DC 20555

12. PAYMENT WILL BE MADE BY **U.S. Nuclear Regulatory Commission**
 GRM, Division of Accounting and Finance
 ATTN: GOV/CON Accounts
 Washington, DC 20555

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

ACCOUNTING AND APPROPRIATION DATA

Appropriation Symbol: **31X0200.403** B&R No.: **46-20-25-302** Amount: **\$5,361.47**

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	"Maintenance and Operation of Local Public Document Room (LPDR)"				
8310130389 830930 PDR CONTR NRC-10-83-727 PDR Firm Fixed Price Fully Funded					

TOTAL AMOUNT OF CONTRACT **\$5,361.47**

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 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.)

NAME OF CONTRACTOR **Patrick M. Selt**
 (Signature of person authorized to sign)

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.

27. UNITED STATES OF AMERICA
 BY **M. J. Mattia**
 (Signature of Contracting Officer)

NAME AND TITLE OF SIGNER (Type or print) **Patrick M. Selt, Comptroller**

25. DATE SIGNED **9/30/83**

28. NAME OF CONTRACTING OFFICER (Type or print) **Mary Jo Mattia**

29. DATE SIGNED **SEP 28 1983**

TABLE OF CONTENTS

This contract consists of:

1. Cover Page (Standard Form 26)
2. Table of Contents
3. Schedule

- Article I - Statement of Work
- Article II - Period of Performance
- Article III - Option to Extend the Period of Performance
- Article IV - Total Amount of Contract
- Article V - Obligations
- Article VI - Payment
- Article VII - Project Officer
- Article VIII - Technical Direction
- Article IX - Subcontracts for Work or Services
- Article X - Reporting Requirements
- Article XI - Conflict of Interest
- Article XII - General Provisions/Alterations
- Article XIII - Government Furnished Property
- Article XIV - Option to Attend Training Workshop
- Article XV - Liability

4. Attachments

- General Provisions Fixed Price Supply Contract
- Billing Instructions for Fixed Price Contracts and Purchase Orders
- Contractor Organizational Conflicts of Interest Part 20-1
- Representations, Certifications and Acknowledgements

Article I - Statement of Work

A. Background

The Local Public Document Room Branch within the Division of Rules and Records, Office of Administration, U.S. Nuclear Regulatory Commission 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 local libraries and other facilities in the vicinity of nuclear generating power plants.

The LPDR Branch has established a contract program to provide financial remuneration for services performed by LPDRs and to insure that a uniform program of document maintenance and information services is provided for LPDR patrons. The funds authorized by the NRC shall be used by the contractor to pay expenses such as staff time in filing documents, assisting patrons in locating and retrieving documents, explaining the indexing system to patrons, as well as indirect costs associated with heat, light, and providing shelf space for documents and workspace for patrons. Funds shall also be used to maintain and service microfiche of docket files. The exact services to be performed under this contract are specified in Section B.

B. 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 outlined in Section F below. To meet the particular needs of library patrons, this filing deadline may be extended upon the expressed verbal approval of the Project Officer.
2. Refile documents or microfiche used by patrons within the next business day.
3. Prefile folders and folder labels when necessary.
4. Maintain the local public document collection and NRC-furnished equipment as physically unified collection.
5. Report promptly to the Project Officer the identification of documents found or reported to be missing from the collection.

B. User Assistance

1. Provide sufficient instructions to familiarize users with the filing system of the local public document collection, the collection's User's Guide, the indexing system used for paper copies and microfiche copies of the collection, and use of the microfiche reader printer.
2. Provide users access to reproduction equipment for making paper copies of the collection.

C. Administrative Services

1. Insure that the microfiche reader printer is in good operating condition. In the event that the equipment requires repair or servicing, the library staff shall arrange to have an authorized service representative designated by the NRC service the equipment. The invoice of charges should be forwarded to the Office of Resource Management, Division of Accounting and Finance, and the NRC shall pay the cost of the servicing. When the estimate of costs exceeds \$100, the library staff shall first contact the Project Officer, by calling the toll-free number, 800-638-8081.
2. Promptly inform the Project Officer, either by the toll-free telephone number (800-638-8081) or in writing, of problems regarding the use or maintenance of the collection.
3. Make available to patrons an NRC-furnished log which patrons may sign when using the collection.

D. Space Requirements

1. Provide adequate space to maintain the local public document collection in an orderly manner.
2. Provide adequate space near the document collection to locate a microfiche reader printer, a table for the reader printer, and a microfiche file cabinet.

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. Filing Instructions for Docket-Related Material

1. Sort documents by docket number.*

*Some LPDRs have collections for more than one nuclear power facility, such as the State Library of Pennsylvania which maintains material on three facilities: Three Mile Island, Units 1 and 2; Peach Bottom, Units 1, 2, and 3; and Fulton, Units 1 and 2. The First sort for these LPDR libraries is by facility and then by docket number.

2. Documents pertaining to more than one docket number at the same facility should be filed under the lowest docket number.

Example: The Indian Point facility has three units and three docket numbers (50-3, 50-247, and 50-286). If a document pertains to all three units, it would go in the 50-3 file; if a document pertains to Units 2 and 3 (50-247 and 50-286), it would go in the 50-247 file; and if a document pertains to Unit 3 only (50-286), it would go in the 50-286 file.

3. Sort documents by file category (A through Y).
4. Put sorted documents in chronological order by date of document (not date received or date docketed) with the latest document on top for each category.

Note: The document date for many items in Category G (adjudicatory and legal correspondence) will be found at the end of the document.

5. File small documents (with two holes at top), one category at a time, in the grey/green files with prongs at top. Larger documents that do not have two holes at the top, bound reports, three-ring notebooks, binders, etc. should be filed by category in labeled accordion folders or on the shelf directly following the files for that category.

Note: It is important that material be filed in chronological order within each category. It will probably be necessary to interfile new material each week with documents filed previously in order to assure chronological order.

6. Do not overfill files/folders. Make new files/folders by category as needed. Specify date range on each file/folder. Category and date range labels are available from LPDR Branch.
7. Avoid overcrowding. Rearrange material on shelves as necessary to allow for growth and expansion.
8. Call LPDR Branch, toll free, at 800-638-8081, if you have questions concerning file procedures, supplies, space, etc.

Article II - Period of Performance

The performance of work described in Article I hereof shall commence as of the effective date of this contract and shall continue to completion thereof, within twelve (12) months after said contract is effective.

Article III - Option to Extend the Period of Performance

This contract may be extended, at the unilateral option of the Government by the Contracting Officer. The Contractor shall, ninety (90) days prior to the expiration date of this contract, submit to the Contracting Officer a cost proposal for the next twelve month period. Should the Government decide to exercise said option, all contractual terms and conditions shall apply during the option period. The total duration of this contract including the exercise of the option stated herein shall not exceed two (2) years.

Article IV - Total Amount of Contract

The firm fixed price of this contract for the services described herein under Article I is \$ 5,361.47.

Article V - Obligations

The amount presently obligated under this contract is \$5,361.47.

Article VI - 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. 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 identified in Article X provided, however, that said payment (5) shall not be deemed to prejudice any rights which the Government may have by law or under other provisions of this contract.
- B. If this contract provides for a discount, the Contractor shall indicate the contract's discount terms (Block 9 of Page 1) on the face page of the invoice or voucher.
- C. Additional provisions relating to payment are contained in Article 7 of the General Provisions.

ARTICLE VII - 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; 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 VIII - 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 VII 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 or 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.

B. Technical direction must be within the general scope 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 additional work outside the general scope of the contract.
2. Constitutes a change as defined in the clause of the General Provisions, entitled "Changes."
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.

C. ALL TECHNICAL DIRECTIONS SHALL BE ISSUED IN WRITING BY THE PROJECT OFFICER OR SHALL BE CONFIRMED BY SUCH PERSON IN WRITING WITHIN TEN (10) WORKING DAYS AFTER VERBAL ISSUANCE. A copy of said written direction shall be submitted to the Contracting Officer.

The contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this article and within such person's authority under the provisions of this article.

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 B(1) through (4) above, the contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such 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.

D. 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.

E. 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 shall be subject to the provisions of the contract clause entitled "Disputes."

ARTICLE IX - SUBCONTRACT FOR WORK OR SERVICES

No contract shall be made by the contractor with any other party for furnishing any of the work or services required herein without the prior written approval of the Contracting Officer. This provision shall not be construed, however, as requiring the prior approval of contracts of employment between the contractor and personnel assigned by the contractor to provide services hereunder.

ARTICLE X - REPORTING REQUIREMENTS

- a. Frequency and Content. A performance report will be submitted by the contractor to the NRC within 20 days after the end of each contract quarter. In addition, the contractor shall submit a final report at the end of the contract year. Each report shall include the costs and expenditures of maintenance and paper under this contract, an estimate of the number of people using the collection, (the LPDR Branch will provide a log which patrons may sign, if they desire, to assist in estimating the level of usage) frequency of use, the number of copies made of documents, whether the documents are maintained in good order as provided in the contract, any significant problems which may have occurred in the use of the document collections or equipment, and any machine maintenance which may have occurred during the period. The LPDR Branch will provide a format for each LPDR to follow in submitting its quarterly and final report.
- b. Copies. One copy of the report shall be submitted to the Contract Officer and one copy to the Chief, LPDR Branch, at the addresses indicated below:
- c. All reports required hereunder shall be submitted to the following address:
 1. U.S. Nuclear Regulatory Commission
Local Public Document Room Branch
ATTN: Jona Souder, MNBB 7414
Washington, DC 20555
 2. U.S. Nuclear Regulatory Commission
Division of Contracts
ATTN: Mary Jo Mattia, Contracting Officer
Washington, DC 20555

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

- (1) is not placed in a conflicting role because of current or planned interest (financial, contractual, organizational, or otherwise) which relates 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 herein shall apply to performance or participation by the contractor as defined in 41 CFR 520-1.5402(f) in the activities covered by this article.

(c) Work for others. 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 who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this article. If the contractor believes with respect to itself or any such 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 prior to execution of such contractual arrangement.

(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, it does not have any organizational conflicts of interest, as defined in 41 CFR 520-1.5402(a).
- (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 shall 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 for convenience if it deems such termination to be in the best interests of the government.

(e) Access to and use of information.

- (1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been

released to the public, the contractor agrees not to: (i) use such information for any private purpose until the information has been released to the public; (ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first, (iii) submit an unsolicited proposal to the government based on such information until one year after the release of such information to the public, or (iv) release the information without prior written approval by the Contracting Officer unless such information has previously been released to the public by the IIRC.

- (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 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat such information in accordance with restrictions placed on use of the information.
- (3) The contractor shall have, subject to patent and security provisions of this contract, 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 41 CFR §20-1.5402(h), the contractor shall include this article, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "Contracting Officer," shall be appropriately modified to preserve the government's rights.

(g) Remedies. For breach of any of the above proscriptions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations as necessarily imply bad faith, the government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies as may be permitted by law or this contract.

(h) Waiver. A request for waiver under this clause shall be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in §20-1.5411.

This contract is subject to the General Provisions for Fixed Price Supply Contracts dated April 1, 1982 which is attached hereto and made a part hereof. The following Articles are added to the General Provisions:

46. Interest on Overdue Payments

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment of interest to contractors on overdue payments and improperly taken discounts.
- (b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

47. Payment Due Date

- (a) Payments under this contract will be due 30 calendar days after the later of:
 - (1) The date of actual receipt of a proper invoice (original and 4 copies) to the U.S. Nuclear Regulatory Commission, Division of Accounting and Finance, Office of Resource Management, ATTN: GOV/COM Accounts Section, Washington, D.C. 20555, or
 - (2) The date the final deliverable product/service is accepted by the Government.
- (b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur 30 calendar days after the date of delivery of the final deliverable product/service performed in accordance with the terms of the contract.
- (c) If the final product/service is rejected for failure to conform to the technical requirements of the contract, the provisions in paragraph (b) of this clause will apply to the new delivery of the final product/service.
- (d) The date of the check issued in payment shall be considered to be the date payment is made.

48. Invoice Requirements

Invoices shall be submitted in an original and 4 copies to the U.S. Nuclear Regulatory Commission, Division of Accounting and Finance, Office of Resource Management, ATTN: GOV/COM Accounts Section, Washington, D.C. 20555. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date.
- (2) Contract number or other authorization for delivery of property or services.
- (3) Description, price and quantity of property and services actually delivered or rendered.
- (4) Shipping and payment terms.
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) Billing Instructions for Fixed Price Contracts, dated February, 1982.

ARTICLE XIII - 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 152688 (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 Catalog No. 123002 (one (1) each).
4. The NRC shall provide, normally on a weekly basis, the documents to be added to each local public document collection. When notified by the LPDR in writing or by telephone the NRC shall furnish the following items as needed, 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.

Responsibility for 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 coinoperated 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 Project Officer, that operating costs require a higher per-page cost.

ARTICLE XIV - OPTION TO ATTEND TRAINING WORKSHOP

The NRC is currently planning to conduct a training workshop during the period of performance of this contract. The LPDR 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 will provide information regarding the NRC regulating 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 costs for the workshop attendance shall be negotiated prior to exercising this option and incorporated into this contract by modification. The date and additional information concerning the workshop shall be provided at that time.

ARTICLE XV - 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 performance of the work as set forth herein.