

AWARD/CONTRACT

1. CONTRACT (Proc. Inst. Ident.) NO. NRC-04-80-229		2. EFFECTIVE DATE SEP 3 1980		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. RES-80-229 dated 4/17/80		4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1, RATING:	
5. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555			6. ADMINISTERED BY (If other than block 5)		7. DELIVERY FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See below)		
8. CONTRACTOR NAME AND ADDRESS Saint Louis University Department of Earth and Atmospheric Sciences 3507 Laclede Avenue Saint Louis, MO 63103				9. DISCOUNT FOR PROMPT PAYMENT NET		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12 -	
11. SHIP TO/MARK FOR U. S. Nuclear Regulatory Commission Office of Nuclear Regulatory Research ATTN: Neil Steuer 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 <input type="checkbox"/> ADVERTISED, <input checked="" type="checkbox"/> NEGOTIATED, PURSUANT TO: <input type="checkbox"/> 10 U.S.C. 2304 (a)( ) <input checked="" type="checkbox"/> 41 U.S.C. 252 (c)(10)							

14. ACCOUNTING AND APPROPRIATION DATA  
 B&R NO. 60191201      FIN NO. B7242      \*Estimated Amount \$50,000.00

15. ITEM NO	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	<p>AWARD OF A COST REIMBURSEMENT CONTRACT AS THE RESULT OF A COMPETITIVE PROCUREMENT (RFP RS-RES-80-229) FOR A RESEARCH STUDY ENTITLED: "COORDINATION OF COOPERATIVE ORGANIZATIONS PARTICIPATING IN GEOLOGICAL, GEOPHYSICAL, AND SEISMOLOGICAL STUDIES."</p> <p>PERIOD OF PERFORMANCE: 36 MONTHS FROM EFFECTIVE DATE OF CONTRACT</p> <p>*INCREMENTAL FUNDING OF \$50,000.00 PROVIDED BY THIS ACTION. REMAINING FUNDS TO BE PROVIDED IN FY-91 AND FY-92 SUBJECT TO AVAILABILITY OF FUNDS.</p>				

21. ESTIMATED CEILING TOTAL AMOUNT OF CONTRACT \$ 153,735.00  
 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 William Stauder (Signature of person authorized to sign)		27. UNITED STATES OF AMERICA BY Kellogg V. Morton (Signature of Contracting Officer)	

24. NAME AND TITLE OF SIGNER (Type or print) William Stauder, S.J. University Research Administrator	25. DATE SIGNED 9/3/80 09240	28. NAME OF CONTRACTING OFFICER (Type or print) Kellogg V. Morton 028	29. DATE SIGNED 8-19-80
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ARTICLE II - PERIOD OF PERFORMANCE, is revised to read:

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, estimated to occur within 36 months after said contract is effective.

ARTICLE III - CONSIDERATION AND PAYMENT, Paragraph A, is revised to read:

*Proprietary  
information*

Under ARTICLE VI - KEY PERSONNEL, the following names are added:

Thomas C. Buschbach

Under ARTICLE VII - TECHNICAL DIRECTION AND AUTHORIZED REPRESENTATIVE  
insert the following name:

Neil Steuer, RES

Under ARTICLE VIII - TRAVEL REIMBURSEMENT, the solicitation Article is deleted and replaced by the following:

"ARTICLE VIII - TRAVEL REIMBURSEMENT

The contractor will be reimbursed for the following reasonable domestic travel incurred directly and specifically in the performance of this contract and accepted by the Contracting Officer:

1. Per diem shall be reimbursed at a daily rate not to exceed \$35.00. The per diem amount is comprised of lodging expense plus \$16.00 for meals and miscellaneous expense.

2. When travel is to one of the high-rate geographical areas listed below, actual subsistence costs shall be reimbursed at a daily rate not to exceed the rates indicated:

Washington, D.C.	\$50.00
Denver, Colorado	\$50.00

3. The cost of travel by privately owned automobile shall be reimbursed at the rate of 20¢ per mile.
4. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis.
5. All common carrier travel reimbursable hereunder shall be via economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class accommodations were not available. First-class air travel is not authorized.
6. Receipts are required for common carrier transportation, lodging, and miscellaneous items in excess of \$15.00.
7. If foreign travel is required in the performance of this contract, General Provision No. 39, "Preference for U. S. Flag Air Carriers," applies.
8. All foreign travel must be approved in advance by the Commission on NRC Form 445.

Additional guidance is furnished by FPR 1-1.323.3."

ARTICLE IX - INCENTIVE SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS is hereby deleted in its entirety.

ARTICLE XI - GENERAL PROVISIONS/ALTERATIONS, the General Provisions, entitled "Cost Type Research and Development Contracts with Commercial Organizations" dated 2/6/80 is hereby deleted and replaced by the General Provisions, entitled "Cost Type Research and Development Contracts with Educational Institutions," dated 2/15/78.

The following clause is added to the above General Provisions:

FPR Temp  
Reg No. 50

"Utilization of Small Business Concerns  
and Small Business Concerns Owned and  
Controlled by Socially and Economically  
Disadvantaged Individuals"

June 20, 1979

ARTICLE XII - CONFLICT OF INTEREST is hereby added as follows:

**POOR ORIGINAL**  
ARTICLE XIII CONFLICT OF INTEREST

(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 §20-1.5402(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 §20-1.5402(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