

AWARD/CONTRACT

1

1. CONTRACT (Proc. Inst. Ident.) NO. PC-04-01-183		2. EFFECTIVE DATE 3/2/81		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. RES-80-176 dtd. 3/28/80		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"/> NATION <input type="checkbox"/> OTHER (See below)		8. CONTRACTOR NAME AND ADDRESS Lehigh University Office of Research Linderman Library Building 30 Bethlehem, PA 18015	
9. DISCOUNT FOR PROMPT PAYMENT Net		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK					
11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Office of Nuclear Regulatory Research Attn: Dr. Y. Y. Hsu, MS: 1130/SS Washington, DC 20555		12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of Controller (CON) Washington, DC 20555					

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

14. ACCOUNTING AND APPROPRIATION DATA
 B&R No. 60-19-01-10 FIN No. B6794 \$117,000.00 *

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 SOLICITATION (RFP RS-RES-80-176) FOR A RESEARCH STUDY ENTITLED "NON-EQUILIBRIUM HEAT TRANSFER AND TWO-PHASE INSTRUMENTATION" DATED 7/15/80. PERIOD OF PERFORMANCE: 36 MONTHS FROM EFFECTIVE DATE OF CONTRACT.</p> <p>* INCREMENTAL FUNDING OF \$117,000.00 PROVIDED BY THIS ACTION. REMAINING FUNDS OF \$494,029.00 TO BE PROVIDED IN FY-82 AND FY-83 SUBJECT TO THEIR AVAILABILITY.</p>				

21. Estimated Ceiling TOTAL AMOUNT OF CONTRACT \$611,029.00

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 4 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 LEHIGH UNIVERSITY BY <i>[Signature]</i> (Signature of person authorized to sign)		27. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	
24. NAME AND TITLE OF SIGNER (Type or print) J. F. Lipsch Vice President - Research		25. DATE SIGNED MAR 17 1981	
28. NAME OF CONTRACTING OFFICER (Type or print) Kellogg V. Morton		29. DATE SIGNED 4-1-81	

8104160634

POOR ORIGINAL

ARTICLE I - STATEMENT OF WORK. Paragraph E. DELINEATION OF CONTRACTOR TASKS, Task 3-1 is revised to read as follows:

Task 3-1. To help improve the understanding of physical phenomena, it will be necessary to run some tests in an eletrically heated tube for comparing with bundle data and for linking with an existing tube data base.

ARTICLE II - PERIOD OF PERFORMANCE, is revised to read as follows:

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 as follows:

A. ESTIMATED COST AND OBLIGATION

1. It is estimated that the total cost to the Government for full performance of this contract will be \$611,029.00. This amount shall be a ceiling amount which the Contractor shall not exceed without prior written approval of the Contracting Officer.
2. Total funds currently available for payment and allotted to this contract are \$117,000.00.
3. It is estimated that the amount currently allotted will cover performance through October 1, 1981.

ARTICLE IV - OVERHEAD/GENERAL AND ADMINISTRATIVE RATES. Paragraphs A and B are revised to read as follows:

A. The Contractor shall be reimbursed for allowable indirect costs at the rate of 48 percent of modified total direct costs which is in effect for the life of the contract (exclusive of equipment costs, computer charges, and subcontracts).

B. Deleted.

Under ARTICLE VI - KEY PERSONNEL, the following name is added:

Dr. John C. Chen

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

Dr. Y. Y. Hsu

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

"ARTICLE VIII - TRAVEL REIMBURSEMENT

1. The contractor will be reimbursed for reasonable domestic travel costs incurred directly and specifically in the performance of this contract and accepted by the Contracting Officer, in accordance with the contractor's approved travel policy on file with the NRC.
2. The cost of travel by privately owned automobile shall be reimbursed at the mileage rate prescribed by the contractor's established, generally applicable travel policy; provided, however, that such reimbursement shall not exceed the cost of less than first-class travel by common carrier.
3. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis that does not exceed the rates prescribed by the contractor's established, generally applicable travel policy.
4. 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.
5. Reasonable actual costs of lodging and subsistence, or per diem in lieu of actual costs, shall be allowable to the extent that such actual costs or per diem amounts do not exceed the amounts or per diem rates prescribed by the contractor's established, generally applicable travel policy.
6. Receipts are required for common carrier transportation, lodging and miscellaneous items in excess of \$15.00.
7. Any revision to the contractor's established, generally applicable travel policy approved by the cognizant audit agency during the period of performance of this contract shall be effective, without formal modification to this contract, upon delivery to the Contracting Officer of a copy of such revised policy together with evidence of cognizant audit agency approval thereof."

The following ARTICLES are hereby deleted in their entirety:

ARTICLE IX - SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

ARTICLE X - INCENTIVE SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS

Under ARTICLE XIII - 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	"Utilization of Small Business Concerns and	June 20, 1979
Reg. No. 50	Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals"	

The following clause is hereby deleted from the above General Provisions:

Key Personnel