

1. CONTRACT (Proc. Inst. Ident.) NO. NRC-11-83-702		2. EFFECTIVE DATE 2-2-83		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. RFPA ACRS-83-702		4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING:	
5. ISSUED BY US Nuclear Regulatory Commission Division of Contracts, SPS, AR-2223 Washington, DC 20555				6. ADMINISTERED BY (If other than block 5)		7. DELIVERY FOB DESTI- NATION <input type="checkbox"/> OTHER (See below) <input type="checkbox"/>	
8. CONTRACTOR NAME AND ADDRESS (Street, city, county, State, and ZIP code) Dr. Said I. Abdel-Khalik 2827 Century Harbor Middleton, WI 53562				9. DISCOUNT FOR PROMPT PAYMENT		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 17	

11. SHIP TO/MARK FOR US Nuclear Regulatory Commission ATTN: Paul Boehmert, 1016-H Washington, DC 20555		12. PAYMENT WILL BE MADE BY US Nuclear Regulatory Commission ORM/Division of Accounting and Finance Washington, DC 20555	
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13. THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO:
 10 U.S.C. 2304 (a)(1)
 41 U.S.C. 252 (c)(3)

14. ACCOUNTING AND APPROPRIATION DATA
70-19-03 FIN: B-1557 - \$980.00

15. ITEM NO.	16. SUPPLIES / SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	CRBR Subcommittee and Associated Working Group				\$980.00

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21. TOTAL AMOUNT OF CONTRACT \$ 980.00

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 constitutes 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.
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23. NAME OF CONTRACTOR BY <u>S. Abdel-Khalik</u> (Signature of person authorized to sign)		27. UNITED STATES OF AMERICA BY <u>John E. Rebello</u> (Signature of Contracting Officer)	
24. NAME AND TITLE OF SIGNER (Type or print) S.I. Abdel-Khalik, Professor	25. DATE SIGNED 01-31-83	28. NAME OF CONTRACTING OFFICER (Type or print) John E. Rebello	29. DATE SIGNED 2-3-83

ARTICLE I - STATEMENT OF WORK

The contractor shall provide an independent review of issues pertaining to fluid flow and thermal hydraulics. He shall attend the ACRS Subcommittee on CRBR on February 3 and 4, 1983, in Washington, DC. At that meeting, the contractor will be required to perform preparatory work which will include review of documents and other information, as required by the Subcommittee Chairman, Dr. Max W. Carbon. At the meeting, the contractor shall provide the ACRS Members and Staff with discussion as requested by the ACRS Subcommittee Chairman. He shall submit a written report to summarize his review at the discretion of the Subcommittee Chairman.

ARTICLE II - PERIOD OF PERFORMANCE

The period of performance under this contract shall be from February 2, 1983 through February 5, 1983.

ARTICLE III - CONSIDERATION

In full consideration of the contractor's performance hereunder, the Nuclear Regulatory Commission (NRC) shall pay the contractor a fixed rate of \$245.00 per day for four days.

ARTICLE IV - OBLIGATIONS

The amount presently obligated by the NRC with respect to this contract is \$980.00.

ARTICLE V - PAYMENT

Payment shall be made in accordance with Clause 2 of the General Provisions entitled "Payment" as soon as practicable after completion and acceptance of all work, upon submission by the contractor of voucher(s) in a form satisfactory to the Contracting Officer; provided, however, that said payment(s) shall not be deemed to prejudice any rights which the Government may have by law or under any other provisions of this contract.

Payments under this contract will be due on 30 calendar days after the later of:

- a. The date of actual receipt of a proper invoice (original and 4 copies) by the US Nuclear Regulatory Commission, Office of Resource Management, Division of Accounting and Finance, ATTN: GOV/COM Accounts Section, Washington, DC 20555.

- b. The date the deliverable product(s)/services performed accepted by the Government.

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 deliverable product(s)/services performed in accordance with the terms of the contract.

The date of the check issued in payment shall be considered to be the date payment is made.

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.

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.

ARTICLE VI - INVOICE REQUIREMENTS

Invoices shall be submitted in an original and 4 copies to:

US Nuclear Regulatory Commission
Office of Resource Management
Division of Accounting and Finance
ATTN: GOV/COM Accounts Section
Washington, DC 20555

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- a. Name of the business concern and invoice date.
- b. Contract number or other authorization for delivery of property or services.
- c. Description, price, and quantity of property and services actually delivered or rendered.
- d. Shipping and payment terms.
- e. Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- f. Other substantiating documentation or information as required by the contract.

ARTICLE VII - PROJECT OFFICER

Paul Boehmert 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 VIII - GENERAL PROVISIONS

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

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