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STANDARD FORM 26, JULY 1969 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41CFR) 1-16.101		AWARD/CONTRACT		PAGE 1	OF 12
1. CONTRACT (Proc. Inst. Ident.) NO. NRC-05-80-254		2. EFFECTIVE DATE JAN 02 1980		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. OIE-80-254 (Formerly OIE-79-258)	
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		6. ADMINISTERED BY (If other than block 5)		4. CERTIFIED FOR NATIONAL DEFENSE UNDER DDSA REG. 2 AND/OR DMS REG. 1. RATING:	
8. CONTRACTOR NAME AND ADDRESS (Street, city, country, State, and ZIP code) Nuclear Data, Inc. Gold & Meacham Roads Schaumburg, IL 60196		9. DISCOUNT FOR PROMPT PAYMENT Net 30		7. DELIVERY FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See below)	
11. SHIP TO/MARK FOR SEE ARTICLE 5 OF CONTRACT		12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of the Controller, Division of Accounting Washington, DC 20555		10. SUBMIT INVOICES (2 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12	
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)(13)					
14. ACCOUNTING AND APPROPRIATION DATA \$443,398.00					
15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
1	ND660 Multichannel Analyzer System including:	1	ea	\$21,114.00	\$21,114.00
1AA	ND 660 Terminal	1	ea	Included	Included
1AB	ND 660 Electronic Enclosure	1	ea	Included	Included
1AC	Dual Floppy Disk System	1	ea	Included	Included
1AD	RT-11 Foreground/Background Disk Operating Software	1	ea	Included	Included
1AE	MCA Foreground Application Software	1	ea	Included	Included
1AF	Model 743 Terminal Printer	1	ea	\$ 2,576.00	\$ 2,576.00
1AG	ND660 Basic Physics Application Package	1	ea	\$ 460.00	\$ 460.00
21. TOTAL AMOUNT OF CONTRACT \$					443,398.00
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 _____ 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 <u>R. R. Risso</u> (Signature of person authorized to sign)			27. UNITED STATES OF AMERICA BY <u>M. J. Mattia</u> (Signature of Contracting Officer)		
24. NAME AND TITLE OF SIGNER (Type or print) R. R. Risso Sales Administration Supervisor		25. DATE SIGNED 12/11/79	28. NAME OF CONTRACTING OFFICER (Type or print) Mary Jo Mattia		29. DATE SIGNED JAN 02 1980

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CONTINUATION SHEET

NAME OF OFFEROR OR CONTRACTOR

Nuclear Data, Inc.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3AJ	Preamplifier (ND404)	1	ea	\$ 230.00	\$ 230.00
3AK	Amplifier (ND510)	1	ea	\$ 414.00	\$ 414.00
3AL	Bias Amplifier (ND502)	1	ea	\$ 299.00	\$ 299.00
3AM	High Voltage Power Supply (ND254)	1	ea	\$ 322.00	\$ 322.00
3AN	Vacuum Chamber (VC 5)	1	ea	\$ 253.00	\$ 253.00
3AO	Vacuum Pump Model VACTORR 10422	1	ea	\$ 294.00	\$ 294.00
3AP	Computer Based Multichannel Analyzer System	2	ea	\$46,736.00	\$93,472.00
3AQ	Warranty on ND6600 System = 90 days	2	ea	Included	Included
3AR	70-2325 32 KiloByte Memory	2	ea	\$ 2,760.00	\$ 5,520.00
3AS	Additional 88-0595 ND570 ADC, 8192, 80 MHz Module (2W)	2	ea	\$ 1,196.00	\$ 2,392.00
3AT	86-0555 743 Terminal Printer with 75-0583 Interface Cable	2	ea	\$ 2,300.00	\$ 4,600.00
3AU	Additional set manuals	1	ea	\$ 230.00	\$ 230.00
3AV	Training in Atlanta, Philadelphia, Chicago 1 week each	1	lot	Included	Included
3AW	Extended Maintenance - One Year (Pennsylvania) (after the 90 day warranty period)	1	ea	\$ 5,620.00	\$ 5,620.00
3AX	Extended Maintenance - One Year (Illinois) (after the 90 day warranty period)	1	ea	\$ 4,360.00	\$ 4,360.00
3AY	86-0524 X-Y Plotter with 75-0438 Interface Cable	2	ea	\$ 2,760.00	\$ 5,520.00
3AZ	48-0039 ND PLOT Graphics Package (Region I)	1	ea	\$ 1,840.00	\$ 1,840.00
3BA	48-0009 NaI Data Reduction Package (Region I)	1	ea	\$ 690.00	\$ 690.00
3BB	86-0782 Elgar Model 3006B Line Conditioner (Region III)	1	ea	\$ 4,140.00	\$ 4,140.00
4	Intrinsic Germanium and Alpha Beta Spectroscopy Computer Based System including:				
4AA	Intrinsic Germanium Detector	2	ea	\$20,470.00	\$40,940.00
4AB	96-0290 Detector Bias Supply Model AEC 5000	2	ea	\$ 506.00	\$ 1,012.00

STANDARD FORM 36, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101		CONTINUATION SHEET		REF. NO. OF DOC. BEING CONT'D. NRC-05-80-254	PAGE 4	OF 4
NAME OF OFFEROR OR CONTRACTOR Nuclear Data, Inc.						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
4AC	86-0291 Spectroscopy Amplifier Model 340	2	ea	\$ 690.00	\$ 1,380.00	
4AD	Bin and Power Supply	2	ea	\$ 1,141.00	\$ 2,282.00	
4AE	Liquid Nitrogen Monitor Model 301	2	ea	\$ 368.00	\$ 736.00	
4AF	Suspension Pad for Dewar	2	ea	Included	Included	
4AG	Additional Dewar for Liquid Nitrogen Storage	2	ea	\$ 460.00	\$ 920.00	
4AH	Silicor. Surface Barrier Detector System including:					
4AI	Ortec Model 025-450-100 Silicon Surface Barrier Detector	2	ea	\$ 616.00	\$ 1,232.00	
4AJ	Preamplifier (ND404)	2	ea	\$ 230.00	460.00	
4AK	Amplifier (ND510)	2	ea	\$ 414.00	\$ 828.00	
4AL	Bias Amplifier (ND502)	2	ea	\$ 299.00	\$ 598.00	
4AM	High Voltage Power Supply (ND254)	2	ea	\$ 322.00	\$ 644.00	
4AN	Vacuum Chamber (VC 5)	2	ea	\$ 253.00	\$ 506.00	
4AO	Vacuum Pump Model VACTORR 10422	2	ea	\$ 294.00	\$ 588.00	
4AP	Computer Based Multichannel Analyzer System	2	ea	\$46,736.00	\$93,472.00	
4AQ	Warranty on ND6600 System = 90 days	2	ea	Included	Included	
4AR	70-2325 32 Kilobyte Memory	2	ea	\$ 2,760.00	\$ 5,520.00	
4AS	Additional 88-0595 ND570 ADC, 8192, 80 MHz Module (2W)	2	ea	\$ 1,196.00	\$ 2,392.00	
4AT	86-0555 743 Terminal Printer with 75-0583 Interface Cable	2	ea	\$ 2,300.00	\$ 4,600.00	
4AU	Additional Sets Manuals	2	ea	\$ 230.00	\$ 460.00	
4AV	Training in Atlanta, Texas, California - 1 week ea	1	tot	Included	Included	
4AW	Extended Maintenance - One Year (California) (After the 90 day warranty period)	1	ea	\$ 5,100.00	\$ 5,100.00	
4AX	Extended Maintenance - One Year (Texas) (After the 90 day warranty period)	1	ea	\$ 6,840.00	\$ 6,840.00	

NAME OF OFFEROR OR CONTRACTOR
 Nuclear Data, Inc.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4AY	86-0524 X-Y Plotter with 75-0438 Interface Cable	2	ea	\$ 2,760.00	\$ 5,520.00
4AZ	86-0782 Elgar 3006B Line Conditioner	2	ea	\$ 4,140.00	\$ 8,280.00
	5.0 Shipping Requirements Ship To/Mark For: The following items shall be shipped to the below listed addressees. U.S. Nuclear Regulatory Commission Region I 631 Park Avenue King of Prussia, Pennsylvania 19406 Attn: <u>JAMES KOTTAN</u> 3AA 1 ea. 3AP 1 ea. 3AW 1 ea. 3AB 1 ea. 3AQ 1 ea. 3AY 1 ea. 3AC 1 ea. 3AR 1 ea. 3AZ 1 ea. 3AD 1 ea. 3AS 1 ea. 3BA 1 ea. 3AE 1 ea. 3AT 1 ea. 3AF 1 ea. 3AV 1 lot 3AG 1 ea. U.S. Nuclear Regulatory Commission Region II Mark for: Dan Montgomery Ship to: 101 Marietta Street Atlanta, GA 30303 Items: 1AA 1AG 2AA 2AF 1AB 1AH 2AB 2AG 1AC 1AI 2AC 1AD 1AJ 2AD 1AE 1AK 2AE 1AF 1AL U.S. Nuclear Regulatory Commission Region III 799 Roosevelt Road Glen Ellyn, Illinois 60137 Attn: <u>ALBERT JANUSKA</u>				

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NAME OF OFFEROR OR CONTRACTOR
 Nuclear Data, Inc.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	3AA 1 ea. 3AH 1 ea. 3AO 1 ea. 3AB 1 ea. 3AI 1 ea. 3AP 1 ea. 3AC 1 ea. 3AJ 1 ea. 3AQ 1 ea. 3AD 1 ea. 3AK 1 ea. 3AR 1 ea. 3AE 1 ea. 3AL 1 ea. 3AS 1 ea. 3AF 1 ea. 3AM 1 ea. 3AT 1 ea. 3AG 1 ea. 3AN 1 ea. 3AU 1 ea.				
	U.S. Nuclear Regulatory Commission Region IV 611 Ryan Plaza Drive Arlington, Texas 76012 Attn:				
	4AA 1 ea. 4AH 1 ea. 4AO 1 ea. 4AB 1 ea. 4AI 1 ea. 4AP 1 ea. 4AC 1 ea. 4AJ 1 ea. 4AQ 1 ea. 4AD 1 ea. 4AK 1 ea. 4AR 1 ea. 4AE 1 ea. 4AL 1 ea. 4AS 1 ea. 4AF 1 ea. 4AM 1 ea. 4AT 1 ea. 4AG 1 ea. 4AN 1 ea. 4AU 1 ea.				
	U.S. Nuclear Regulatory Commission Region V 1990 N. California Boulevard Walnut Creek, California 94596 Attn:				
	Each item listed above and specified for delivery to Region IV shall also be delivered to Region V except for item 4AX which is replaced by item 4AW.				
	6.0 Preservation, Packaging, Packing and Marking				
	6.1 Packaging				
	Preservation, packaging, and packing shall be in accordance with the Contractors' commercial practice and shall provide adequate protection against damage during shipment from the supply source to destination for immediate use, marked for the authorized representative of the Contracting Officer.				

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CONTINUATION SHEET

NAME OF OFFEROR OR CONTRACTOR

Nuclear Data, Inc.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>7.0 Deliveries or Performance</p> <p>7.1 Delivery</p> <p>7.1.1 The entire system shall be delivered within 60 calendar days of contract award date, to the destination specified in Article 5 with all transportation charges paid by the Contractor. Earlier deliveries acceptable provided no additional cost to the Government.</p> <p>7.1.2 Initial operation date shall occur no later than 90 calendar days after contract award date.</p> <p>8.0 Inspection and Acceptance</p> <p>8.1 Standard of Performance and Acceptance of Equipment</p> <p>8.1.1 General</p> <p>This section establishes a standard of performance which must be met before the system obtained under this contract is accepted by the Government.</p> <p>8.1.2 Performance Period</p> <p>The period of performance shall begin on the certified ready-for-use date which must occur within 15 calendar days of the installation date of the complete system at the designated NRC Regional Office, and shall end when the system has met the standard of performance for a period of thirty (30) consecutive days by operating in conformance with the Contractor's technical specifications and functional descriptions, or as quoted in the Contractor's proposal at an effectiveness level of 90 percent or more.</p> <p>8.1.3 Continuance of Performance Period</p> <p>In the event the system does not meet the standard of performance during the initial 30 consecutive days, the performance period shall continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive days.</p>				

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NAME OF OFFEROR OR CONTRACTOR

Nuclear Data, Inc.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>8.1.4 Failure to Meet Standard of Performance</p> <p>If the system fails to meet the standard of performance within 120 calendar days from the certified ready-for-use date, the Government may at its option request a replacement, or terminate the contractual document and request the immediate removal of the system.</p> <p>8.1.5 Effectiveness Level Computations</p> <p>The effectiveness level for a system is computed by dividing the operational use time by the sum of the operational use time plus system failure downtime.</p> <p>8.1.6 Operational Use Time for System</p> <p>Operational use time for performance testing of the system shall be defined as the accumulated time during which all system components operate in accordance with the specification of this document.</p> <p>8.1.7 System Failure Downtime</p> <p>System failure downtime is that period of time which the scheduled productive workload or simulated workload, being utilized for acceptance testing cannot be continued on the system due to machine(s) failure.</p> <p>8.1.8 Start of Downtime</p> <p>Downtime for each incident shall start from the time the Government contacts the Contractor's designated representative at the pre-arranged contact point until the system or machine(s) is returned to the Government in proper operating condition, exclusive of actual travel time required by the Contractor's maintenance personnel but not in excess of one hour on each day such services were requested.</p> <p>8.1.9 Minimum of Use Time</p> <p>During the performance period for a system/machine a minimum of 100 hours of operational use time with scheduled productive or simulated work will be required as a basis for computation of the effectiveness level. However, in computing the effectiveness level, the</p>				

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 Nuclear Data, Inc.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>actual number of operational use hours shall be used when in excess of the minimum of 100 hours.</p> <p>8.1.10 Date of Acceptance</p> <p>Equipment shall not be accepted and no charges shall be paid until the standard of performance is met. The date of acceptance shall be made by the Contracting Officer or the Contracting Officer's Authorized Representative.</p> <p>8.1.11 Daily Records</p> <p>The NRC shall maintain appropriate daily records to satisfy the requirements of this section and shall notify the Contractor in writing of the date of the first day of the successful performance period.</p> <p>8.1.12 Measurement of Operational Use Time</p> <p>Operational use time and downtime shall be measured in hours and whole minutes.</p> <p>9.0 Warranties and Maintenance</p> <p>9.1 Initial Warranty Period</p> <p>The Contractor shall furnish at no cost to the Government, maintenance (labor and parts), as required to keep the entire system in good operating condition, for a period of ninety (90) days beginning on the first day of the successful performance period.</p> <p>In the event of equipment failure, the Contractor shall, after written or oral notification, dispatch a repairman to the location where equipment is being used within 36 hours. In the event the equipment cannot be repaired within four (4) calendar days from the arrival of the repairman, the Contractor shall supply the NRC Region within 24 hours, an equivalent component; and shall install and assure operability of said equivalent component within 24 hours of delivery.</p>				

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NAME OF OFFEROR OR CONTRACTOR Nuclear Data, Inc.					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>9.2 Extended Maintenance</p> <p>The Contractor shall continue to provide maintenance (labor and parts), as required to keep the systems in good operating condition, for a period of one (1) year commencing upon expiration of the initial warranty period.</p> <p>10.0 Specifications for items listed herein are identical to those contained in NRC/Nuclear Data, Inc., Contract No. NRC-05-78-309 dated 9/28/78. Which are incorporated herein by reference. The representations and certifications completed by the Contractor and provided with its proposal dated October 26, 1979, are attached thereto and incorporated herein by the reference.</p> <p>11.0 Other Requirements</p> <p>11.1 Miscellaneous Components</p> <p>The offeror shall provide any related support component not specifically defined herein, to provide the capability and meet the objectives of the systems defined herein.</p> <p>11.2 Training and Documentation</p> <p>The vendor shall provide documentation and instruction on the operation of all system components. Sets of users manuals shall be provided, and repair/service instructions shall be provided for each system being provided. This shall include systems software and operations manuals and manuals for all the modular components. All software programs shall be documented. A training course, no less than one (1) week, shall be available, for up to three (3) persons at the applicable NRC Region.</p>				

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12.

BILLING INSTRUCTIONS FOR FIXED PRICE
CONTRACTS AND PURCHASE ORDERS

General. The contractor shall submit vouchers or invoices as prescribed herein.

Form. Claims shall be submitted on the payee's letterhead, invoice or on the Government's Standard Form 1034 "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035 "Public Voucher for Purchases Other Than Personal -- Continuation Sheet." These forms are available from the Government Printing Office, 710 North Capitol Street, Washington, DC 20801.

Number of Copies and Mailing Address. An original and six copies shall be submitted to NRC offices identified below.

Frequency. The contractor shall submit an invoice or voucher only after NRC's final acceptance for services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher. The voucher shall be prepared in ink or typewriter (without strikeouts) and corrections or erasures must be initialed. It must include the following:

- (a) Payor's name and address. (i) Address the original voucher (with 4 copies) to: U.S. Nuclear Regulatory Commission, Division of Accounting, Office of the Controller, ATTN: GOV/COM Accounts Sections, Washington, DC 20555. (ii) Address 2 copies to: U.S. Nuclear Regulatory Commission, ATTN: E. L. Halman, Director, Division of Contracts, Washington, DC 20555. (iii) The original copy of the voucher should indicate that (2) copies have been forwarded to the Contracting Officer.
- (b) Voucher number.
- (c) Date of voucher.
- (d) Contract number and date.
- (e) Payee's name and address. (Show the name of the contractor and its correct address, except when an assignment has been made by the contractor or a different payee has been designated, then insert the name and address of the payee.)
- (f) Description of articles or services, quantity, unit price, and total amount.

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- (g) Weight and zone of shipment, if shipped by parcel post.
- (h) Charges for freight or express shipments, and attached prepaid bill, if shipped by freight or express.
- (i) Instructions to consignee to notify Contracting Officer of receipt of shipment.
- (j) Final invoice marked: "FINAL INVOICE"

Currency. Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

13. - GENERAL PROVISIONS

This contract is subject to the Fixed Price Supply Contract General Provisions, dated February 15, 1978, which incorporates the Standard Form 32 (REV 4-75) General Provisions and FPR Changes and Additions to Standard Form 32 General Provisions (June 1976), attached hereto and made a part hereof by this reference.

FPR Changes and NRC Additions to Standard Form 32 General Provisions is further modified as follows:

- a. Clause No. 32 entitled, "Minority Business Enterprises Subcontracting Program" is deleted in its entirety.
- b. Clause No. 33 entitled "Preference For U.S. Flag Air Carriers" is deleted in its entirety.

14. List of Documents and Attachments

- a. General Provisions
- b. 41 CFR Part 20 "NRC Contractor Organizational Conflict of Interest"
- c. Contractor Representations and Certifications

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