

1. CONTRACT (Proc. Inst. Ident.) NO. **NRC-06-80-302** 2. EFFECTIVE DATE _____ 3. REQUISITION/PURCHASE REQUEST/PROJECT NO. **RFP NO. OSP-80-302** 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, D.C. 20555** 6. ADMINISTERED BY (If other than block 5) _____ 7. DELIVERY FOB DESTINATION **NATION** OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS: **Memorial Sloan-Kettering Cancer Center
1275 York Avenue
New York, NY 10021** 9. DISCOUNT FOR PROMPT PAYMENT _____

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 9

11. SHIP TO/MARK FOR **U.S. Nuclear Regulatory Commission
Office of State Programs
ATTN: Lloyd A. Bolling
Washington, D.C. 20555** 12. PAYMENT WILL BE MADE BY **U.S. Nuclear Regulatory Commission
Office of the Controller
Washington, D.C. 20555**

13. THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO: 10 U.S.C. 2304 (a)(1) 41 U.S.C. 257 (c)(1)(D)

14. ACCOUNTING AND APPROPRIATION DATA (OSP)				(OIE)			
B&R	FIN	APPROPRIATION	AMOUNT	B&R	FIN	APPROPRIATION	AMOUNT
80-19-08-03	B-5090	31X0200.800	\$4,109.00	30-19-06	X1182	31X0200.300	\$4,109.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	The Government hereby accepts your offer to conduct training courses entitled "Medical Use of Radionuclides For State Regulatory Personnel" in accordance with your proposal dated May 15, 1980, as revised by letter submission dated June 23, 1980 and July 14, 1980 all of which are incorporated herein by this reference. Therefore, under ARTICLE V - CONSIDERATION AND PAYMENTS, insert the amount \$8,218.00 in Section A and the amount \$4,109.00 in Section B-1 and \$4,408.00 in Section B-2.				

21. TOTAL AMOUNT OF CONTRACT **\$ 8,218.00**

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. 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 to 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. 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 _____ 27. UNITED STATES OF AMERICA

BY _____ (Signature of person authorized to sign) BY _____ (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print) _____ 25. DATE SIGNED _____

28. NAME OF CONTRACTING OFFICER (Type or print) **MARY JO MATTIA** 29. DATE SIGNED _____

SECTION B - CONTRACT FORM & REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

RFP RS-OSP-80-302

REPRESENTATIONS (Check or complete all applicable boxes or blocks.)

The offeror represents as part of his offer that:

1. **SMALL BUSINESS** (See par. 14 on SF 33-A.)
 He is, is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder will, will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. **MINORITY BUSINESS ENTERPRISE**
 He is, is not, a minority business enterprise. A minority business enterprise is defined as a "business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American Eskimos, and American-Aleuts.

3. **REGULAR DEALER - MANUFACTURER** (Applicable only to supply contracts exceeding \$10,000.)
 He is a regular dealer in manufacturer of, the supplies offered.

4. **CONTINGENT FEE** (See par. 15 on SF 33-A.)
 (a) He has, has not, employed or retained any company or persons (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) he has, has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. (Interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)

5. **TYPE OF BUSINESS ORGANIZATION**
 He operates as an individual, a partnership, a nonprofit organization, a corporation, incorporated under the laws of the State of _____.

6. **AFFILIATION AND IDENTIFYING DATA** (Applicable only to advertised solicitations.)
 Each offeror shall complete (a) and (b) if applicable, and (c) below:
 (a) He is, is not, owned or controlled by a parent company. (See par. 16 on SF 33-A.)
 (b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

NAME OF PARENT COMPANY AND MAIN OFFICE ADDRESS (INCLUDE ZIP CODE) } Memorial Sloan-Kettering
 1275 York Ave.
 New York, NY 10021

(C) EMPLOYER'S IDENTIFICATION NUMBER (SEE PAR. 17 ON SF 33-A) 13-1624128	OFFEROR'S E.I. NO.	PARENT COMPANY'S E.I. NO.
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7. **EQUAL OPPORTUNITY**
 (a) He has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925 or the clause contained in Section 201 of Executive Order No. 11114, that he has, has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)
 (b) The bidder (or offeror) represents that (1) he has developed and has on file, has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60.1 and 60.2) or (2) he has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (The above representation shall be completed by each bidder (or offeror) whose bid (offer) is \$50,000 or more and who has 50 or more employees.)

CERTIFICATIONS (Check or complete all applicable boxes or blocks)

1. **BUY AMERICAN CERTIFICATE**
 The offeror certifies as part of his offer, that: each end product, except the end products listed below, is a domestic end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OF ORIGIN
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2. **CLEAN AIR AND WATER** (Applicable if the bid or offer exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-3(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

(a) Any facility to be utilized in the performance of this proposed contract has, has not, been listed on the Environmental Protection Agency List of Violating Facilities.

(b) He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities.

(c) He will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

3. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION** (See par. 18 on SF 33-A)

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for that purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

4. **CERTIFICATION OF NONSEGREGATED FACILITIES** (Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). *NOTE: The penalty for making false offers is prescribed in 18 U.S.C. 1001.*

ACKNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the Solicitation for offers and related documents numbered and dated as follows:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

NOTE: Offers must set forth full, accurate and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.