1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) RATING 4. REQUISITION/PROJECT NO. 2. CONTRACT NO. 3. EFFECTIVE DATE RES-95-037 NRC-04-95-054 6/1/95 6. ADMINISTERED BY Code: 5. ISSUED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission U.S. Nuclear Regulatory Commission Division of Contracts, M/S T 712 Division of Contracts Technical Acquistion Br. #1 Technical Acquisition Br. #1 Washington, D.C. 20555 Washington, D.C. 20555 7. NAME AND ADDRESS OF CONTRACTOR 8. DELIVERY Shonka Research Associates, Inc. [] FOB ORIGIN 4939 Lower Roswell Road, Suite 106 [X] OTHER (See below) Marietta, Georgia 30068 9. DISCOUNT FOR PROMPT PAYMENT N/A Principal Investigator/Technical Contact: Joseph J. Shonka Telephone No: (404) 509-7606 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6 11. SHIP TO/MARK FOR CODE 12. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission U.S. Nuclear Regulatory Commission Division of Accounting & Finance Div. of Regulatory Applications ATTN: George Powers, M/S T 9C24 GOV/COM Accounting Sect.; T9E2 Washington, D.C. 20555 Washington, D.C. 20555 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [] 10 U.S.C. 2304(c)[] [] 41 U.S.C. 253(c)[] 14. ACCOUNTING AND APPROPRIATION DATA APPN: 31X0200.560 JOB Code: W6476 RES ID: RES-C95-401 B&R: 56015335005 BOC: 252A Obligated Amt. \$49,948.00 15C.QUANTITY 15D.UNIT 15E.UNIT 15F.AMOUNT 15A.ITEM 15B.SUPPLIES/ PRICE SERVICES NO. The NRC hereby accepts the contractor's SBIR Phase I technical proposal dated 1/5/95, for effort entitled "A Detection System for Determining the Concentration, Size and Depth of Buried Radioactive Material" which is hereby incorporated by reference and made a part of this firm-fixed-price contract. 15G. TOTAL AMOUNT OF CONTRACT \$49,948.00

060019

FAR (48 CFR) 53.214(a)

EXCEPTION TO STANDARD FORM SF26 (REV.4-85)

AWARD/CONTRACT

Page 2 of 2 Pages

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- A SOLICITATION/CONTRACT FORM
- B SUPPLIES OR SERVICES AND PRICES/COSTS
- C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
- D PACKAGING AND MARKING
- E INSPECTION AND ACCEPTANCE
- F DELIVERIES OR PERFORMANCE
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PART II - CONTRACT CLAUSES

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- K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
- L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
- M EVALUATION FACTORS FOR AWARD

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

- 17. [X] 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.)
- 18. [] 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.

19A. NAME AND TITLE OF SIGNER (Type or print)

Deborah B. Shonka, President 19B. NAME OF CONTRACTOR Shonka Research by Debroh B. Shonka Assec. (Signature of person authorized to sign)

19C. DATE SIGNED

HIII95
EXCEPTION TO STANDARD FORM 26 (REV.4-85)

20A. NAME OF CONTRACTING OFFICER

Mary H. Mace

by (Signature of Contracting Officer)

20C. DATE SIGNED

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

"A Detection System for Determining the Concentration, Size, and Depth of Buried Radioactive Material"

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The objective of the Phase I effort is to estimate theoretical peak and compton ray fluxes for a variety of source configurations; make measurements of buried radioactive sources and uniformly contaminated surface soil using an in-situ gamma spectrometer system with variable collimation; and analyze the measurements data.

[End of Clause]

B.3 CONSIDERATION AND OBLIGATION -- FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$49,948.00.

NRC-04-95-054 Section C

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

The work to be performed and the objectives to be met in this contract shall be in accordance with the contractor's technical proposal, which was submitted in response to the NRC's FY 95 Small Business Innovation Research Program, and which is incorporated herein by reference.

[End of Clause]

C.2 NRCAR 2052.215-83 TRAVEL APPROVALS (JAN 1993)

- (a) All domestic travel requires the prior approval of the project officer.
- (b) All foreign travel must be approved in advance by the NRC on NRC Form 445 and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. Foreign travel approval must be communicated in writing through the contracting officer.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rule. or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

Section E

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

NRC-04-95-054

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR 1984
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

[End of Clause]

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

Section F

SECTION F - DELIVERIES OR PERFORMANCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) F.1

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER

TITLE

DATE

52.212-13 STOP-WORK ORDER

AUG 1989

[End of Clause]

F. 2 PLACE OF DELIVERY -- REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

(a) Project Officer (3 copies)

U.S. Nuclear Regulatory Commission ATTN: George Powers, M/S T9C24 Division of Regulatory Applications Office of Nuclear Regulatory Research Washington, D.C. 20555

(b) Contracting Officer (1 copy)

[End of Clause]

DURATION OF CONTRACT PERIOD (MAR 1987) F.3

This contract shall commence on 6/1/95 and will expire on 11/30/95.

[End of Clause]

REPORTS, DOCUMENTATION, AND OTHER DELIVERABLE END ITEMS F.4

Three copies of the letter reports, shall be submitted to the NRC Project Officer and one copy to the Contracting Officer, within 60 days, and 120 days, respectively, from the effective date of the contract.

- d. The contractor shall make any necessary changes and submit the final report to the NRC Project Officer in one camera-ready copy and three hard copies by contract expiration. The final report shall be prepared in accordance with Handbook 3.8 (see Section J for List of Attachments).
- e. The contractor shall also submit his/her Phase II proposal in one original and four copies, along with the final report, by contract expiration.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY ALTERNATE 1 (JAN 1993)

(a) The contracting officer's authorized representative, hereinafter referred to as the project officer for this contract is:

Name: George Powers

Address: U.S. Nuclear Regulatory Commission

Division of Regulatory Applications

M/S T 9C24

Washington, D.C. 20555

Telephone Number: (301) 415-6212

- (b) The project officer shall:
 - (1) Monitor contractor performance and recommend to the contracting officer changes in requirements.
 - (2) Inspect and accept products/services provided under the contract.
 - (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (c) The project officer may not make changes to the express terms and conditions of this contract.

[End of Clause]

G.2 NRCAR 2052.215-82 TRAVEL REIMBURSEMENT - ALTERNATE 1 (JAN 1993)

(a) The contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The contracting officer shall, upon request, provide each traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor

G.2 (Continued)

personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.

- (b) The contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in FAR 31.205-46, as are in effect on the date of the trip. Travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.
- (c) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract if the contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.

(End of Clause)

G.3 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT

It is the policy of the Nuclear Regulatory Commission to pay Government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system in lieu of a U.S. Treasury check. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-28, entitled "Electronic Funds Transfer Payment Methods".

To receive payment by Vendor express, the contractor shall complete the "Company Information" portion of the Form SF 3881, entitled "Payment Information Form - ACH Vendor Payment System" found in Section J. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. The contractor must ensure that the addendum record will not be stripped from the payment. The ACH Coordinator will fill out the "Financial Institution Information"

G.3 (Continued)

portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Mailstop T-9-E-2, Washington, DC 20555, ATTN: ACH/Vender Express. Once the Office of the Controller has processed the contractor's sign-up form, the contractor will begin to receive payments electronically via Vendor Express/ACh.

If the offeror/bidder has questions concerning ACH/Vendor Express, he/she may call the Commercial Payments staff at (301) 415-7520.

[End of Clause]

G.4 INVOICE REQUIREMENTS

Invoices shall be submitted in an original and 3 copies to:

U.S. Nuclear Regulatory Commission Division of Contracts M/S T 712 Washington, D.C. 20555

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

- 1. Name of the business concern and invoice date.
- Contract number or other authorization for delivery of property or services.
- Description price and quantity of property and services actually delivered or rendered.
- 4. Shipping and payment terms.
- 5. Name (where applicable), title, phone number, and complete mailing address of responsible official to who payment is to be sent.
- 6. Other substantiating documentation or information as required by the contract.

G.5 PAYMENT

a. Two payments in the amount of \$16,000.00 each will be made to the contractor after receipt and acceptance of each of the two letter progress reports as required in Section F. Payment shall not be made prior to receipt of said progress reports.

G.5 (Continued)

- b. Final payment in the amount of \$17,948.00 will be made to the contractor after receipt and acceptance of the final report as required in Section F.
- c. All contractor invoices shall identify the contract number and the quarterly letter progress report for which payment is claimed.
- d. If this contract provides for a discount, the contractor shall indicate the contractor's discount terms on the face of the invoice.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

Dr. Joseph J. Shonka, Principal Investigator

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval in writing.
- (d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract

H.1 (Continued)

price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

[End of Clause]

H.2 NRCAR 2052.235-70 PUBLICATION OF RESEARCH RESULTS (JAN 1993)

- (a) The principal investigator(s)/contractor shall comply with the provisions of NRC Handbook 3.8 (formerly MC 3202) and NRC Manual Chapter 3206 regarding publication in refereed scientific and engineering journals or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.
- (b) The principal investigator(s)/contractor may publish the results of this work in refereed scientific and engineering journals or in open literature and present papers at public or association meetings at interim stages of work, in addition to submitting to NRC the final reports and other deliverables required under this contract. However, such publication and papers shall focus on advances in science and technology and minimize conclusions and/or recommendations which may have regulatory implications.
- (c) Prior to any such publication, the contractor shall submit the proposed publication to the NRC Contracting Officer and Project Officer for review and approval.

[End of Clause]

H.3 NRCAR 2052.235-72 SAFFTY, HEALTH, AND FIRE PROTECTION (JAN 1993)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the contractor fails to comply with these regulations or requirements, the contracting officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

H.3 (Continued)

[End of Clause]

H.4 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

The Government will not provide any equipment/property under this contract.

NRC-04-95-054 Section I

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE	2
52.202-1	DEFINITIONS OFFICIALS NOT TO BENEFIT	SEP	1991
52.203-1	OFFICIALS NOT TO BENEFIT	APR	1984
52.203-3	GRATUITIES	APR	1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR	1984
52.203-7	ANTI-KICKBACK PROCEDURES	OCT	
52.203-10	ANTI-KICKBACK PROCEDURES PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP	1990
52.209-6	PROTECTING THE GOVERNMENT'S	NOV	1992
	INTEREST WHEN SUBCONTRACTING WITH		
	CONTRACTORS DEBARRED, SUSPENDED,		
	OR PROPOSED FOR DEBARMENT		
52.215-1	OR PROPOSED FOR DEBARMENT EXAMINATION OF RECORDS BY	FEB	1993
	COMPTROLLER GENERAL		
52.215-2	AUDIT - NEGOTIATION	FEB	1993
52.215-26	INTEGRITY OF UNIT PRICES	APR	1991
52.215-33	ORDER OF PRECEDENCE	JAN	1986
52.219-6	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL AUDIT - NEGOTIATION INTEGRITY OF UNIT PRICES ORDER OF PRECEDENCE NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	APR	1984
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL	FEB	1990
	DISADVANTAGED BUSINESS CONCERNS		
52 219-12	UTILIZATION OF WOMEN-OWNED	ATIC	1986
	SMALL BUSINESSES		
	LIMITATIONS ON SUBCONTRACTING		
	UTILIZATION OF LABOR SURPLUS AREA CONCERNS		
52.222-3	CONVICT LABOR	APR	1984
52.222-26	CONVICT LABOR EQUAL OPPORTUNITY	APR	1984
	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM	APR	1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR	1984

I.1 (Continued)

NUMBER	TITLE	DATE	
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN	1988
52.223-6		JUL	1990
52.225-11	RESTRICTIONS ON CEPTAIN FOREIGN PURCHASES	MAY	1992
52.227-1	AUTHORIZATION AND CONSENT Alternate I (APR 1984)	APR	1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR	1984
52.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN	1989
52.227-20	RIGHTS IN DATA - SBIR PROGRAM	MAR	1994
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN	1991
52.229-5	RIGHTS IN DATA - SBIR PROGRAM FEDERAL, STATE, AND LOCAL TAXES TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR	1984
52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR	1984
52.232-8	DISCOUNTS FOR DROMPT DAVMENT	APR	1989
52.232-17	INTEREST	JAN	1991
52.232-23	ASSIGNMENT OF CLAIMS	JAN	1986
52.232-25			1994
	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS		
52.233-1	DISPUTES PROTEST AFTER AWARD BANKRUPTCY	MAR	1994
52.233-3	PROTEST AFTER AWARD	AUG	1989
E9 2/2-12	BANKRUPTCY	APR	1991
52.243-1	CHANGES - FIXED-PRICE Alternate V (APR 1984)		
52.244-5	COMPETITION IN SUBCONTRACTING	APR	1984
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR	1984
52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR	1984
52.253-1	COMPUTER GENERATED FORMS	JAN	1991

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

Attachment Number	Title
01	Billing Instructions
52	NRC Handbook 3.8
03	Publishing Documents in NUREG Series, NUREG-0650, Revision 1
04	Payment Information Form - ACH Vendor Payment System