



# St MICHAEL HOSPITAL

2400 west villard avenue milwaukee, wisconsin 53209 tel (414) 527-8000

August 8, 1985

United States Nuclear Regulatory Commission  
Region III  
799 Roosevelt Road  
Glen Ellyn, IL 60137

ATTN: William Adams PHD  
Licensing Branch

RE: Amendment No 44  
Item 6G  
License #48-02435-01

Dear Sir:

As per the discussion with Dr. Daniel Price and Dr. W. Adams on 08/07/85, we request the addition to our N.R.C. license as follows:

Gadolinium-153 source from DuPont N.E.N. - N.E.R. 430  
cert # NR 476-S-153-S.

The reason for the amendment is our current license limits our supply source to Gulf Nuclear Inc. They have indicated there will be a long delay in radionuclide supply resulting in our needed, expensive Dual Photon osteoporosis equipment being idle. We request that this matter be expedited as rapidly as possible.

*H. J. Zimmers*  
08:00 67 NOV 58  
Zimmers, M.D.

RECEIVED

AUG 15 1985

REGION III

8510020237 850910  
REG3 LIC30  
48-02435-01 PDR

CONTROL NO. 7 957 2

Applicant *Apt 3 III*  
Check No. *126146* \$120  
Amount/Fee Category *7C and*  
Type of Fee *Amendment 7G*  
Date Check Rec'd *9/12/85*  
Received By *HC / [signature]*

AUG 14 1985



St  
MICHAEL  
HOSPITAL

2400 west villard avenue  
milwaukee wisconsin 53209

(AREA CODE 414) 527-8207

TO:

United States Nuclear Regulatory Commission  
Region III  
799 Roosevelt Road  
ATTN: Dr. W. Adams

ORIGINAL

PURCHASING DEPT. ☐  
PHARMACY DEPT. ☐  
FOOD SERVICE DEPT. ☐

PURCHASE ORDER

No. 47435

THIS PURCHASE ORDER NUMBER MUST  
APPEAR ON ALL INVOICES, PACKAGES, INVOICES,  
AND ALL OTHER DOCUMENTS  
RELATING TO THIS ORDER.

SHIPPING INSTRUCTIONS

- \* PACKING LIST MUST ACCOMPANY ALL SHIPMENTS.
- \* SHIP F.O.B. HOSPITAL. COLLECT SHIPMENTS WILL NOT BE ACCEPTED.
- \* DELIVERIES AT THE RECEIVING DEPT. WILL NOT BE ACCEPTED AFTER 4:00 P.M. - MONDAY THROUGH FRIDAY. PLEASE INSTRUCT YOUR CARRIER.

SHIP  
TO

ADDRESS SHOWN ABOVE -  
UNLESS OTHERWISE INDICATED BELOW

PLEASE ENTER OUR ORDER FOR THE FOLLOWING ITEMS AT THE PRICES, TERMS AND CONDITIONS NAMED ON THE FACE AND BACK HEREOF.

ORDER DATE	DELIVERY REQUIRED BY	F.O.B.	TERMS	VENDOR CODE	TYPED BY	WISCONSIN DEPT. OF TAXATION EXEMPTION CERTIFICATE NUMBER ES 000
8-9-85	asap	hosp	net 30		mmj	
ITEM	HOSPITAL CATALOG NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.		1	ea	NRC license amendment	120.00/ea	
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13.						
14.						

SPECIAL  
INSTRUCTIONS:

CONTROL NO. 7 9572

BY

*J. Wolf*  
ST. MICHAEL HOSPITAL - PURCHASING DEPARTMENT

## TERMS AND CONDITIONS OF PURCHASE

- 1 **Acceptance and Acknowledgment.** Seller shall be bound by the terms of this order, including all terms and conditions hereof, and no alteration, variation or amendment may be made in such terms and conditions unless accepted in writing by a duly authorized agent of Purchaser. Acceptance of this order in form specifying different or additional terms and conditions shall not constitute acceptance. Waiver of any default by Seller, whether or not repeated, shall be without prejudice to the right to demand strict performance at any time and to recover damages for previous non-compliance. These terms and conditions shall control regardless of terms, conditions or provisions of the Seller in response hereto. The applicability of this paragraph is an express condition to the formation of a contract between Purchaser and Seller, and performance against this order shall be deemed acceptance of these terms and conditions. The laws of the State of Wisconsin shall govern and control this order and acceptance, performance hereunder, and the interpretation of the agreement between Purchaser and Seller.
- 2 **Purchaser's Right of Cancellation.** Purchaser may cancel this order at any time prior to acceptance by Seller or the delivery of the merchandise specified hereby. In addition, Purchaser reserves the right to cancel this order and/or to return at Seller's expense all or any part of the merchandise which is defective, or not fit for the purpose sold, or in excess of the quantities specified in this order, or varying from the sample from which or specifications for which the order was placed, or for failure to comply with Purchaser's shipping or billing directions or with any other provision of this order, and to retain such of the merchandise as is satisfactory and complies with the order, paying for such retained merchandise on a pro rata contract basis.
- 3 **Orders Where Quantities Not Specified.** In the event the quantity of merchandise is not specified in this order, quantities may be specified by Purchaser by telephonic or other means of communication from time to time, along with terms of delivery, and confirmed in writing within a reasonable time thereafter but not more than ten (10) days. The unit price specified in this order shall be the price at which the quantities so specified shall be delivered to Purchaser.
- 4 **Prices and Terms of Payment.** Notwithstanding the price specified herein, Seller represents that the price charged for the items or services covered by this order is the lowest price charged by Seller to Purchaser's of a class similar to Purchaser in this area under conditions similar to those specified in this order and complies with all applicable governmental regulations and agrees that any general price reduction made for items or services covered by this order subsequent to the date hereof will be applicable to this order. Terms of payment shall be net invoice amount due thirty (30) calendar days after receipt of invoice. Unless otherwise agreed in writing, Purchaser shall be entitled to a discount equal to the greater of (a) prevailing discount at date of order or delivery, whichever is greater, or (b) discounts granted to Purchaser's of the same class, plus in each case applicable quantity discounts based on total quantity hereby ordered. Invoices shall be rendered separately for each delivery and shall bear Purchaser's order number. Time of delivery at Purchaser's location is of the essence and Purchaser reserves the right to cancel all or any part of this order if the merchandise is not delivered as specified herein. Any merchandise accepted after date or dates specified for delivery shall not be a waiver of Purchaser's right to damages for late delivery.
- 5 **Shipment and Inspection.** All merchandise shall be properly packed, marked and shipped in accordance with the requirements of the common carrier transporting such merchandise. Seller shall reimburse Purchaser for all expenses incurred by Purchaser

as the result of improper packing, marking or routing. Seller shall mark each package with Purchaser's purchase order number. All shipments shall be F.O.B. Purchaser's destination, unless otherwise specified. Any transportation charges paid by Seller and to which Seller is entitled to reimbursement shall be added to Seller's invoice as a separate item and the receipted freight bill shall be attached thereto. Unless otherwise provided herein, no charge shall be made by Seller for cartons, crating, boxing, bundling, dunnage, lashing or storage. Each packing slip, bill of lading and invoice shall bear the applicable purchase order number. There shall be separate invoices for each shipment. Shipments sent C.O.D. without Purchaser's written consent may not be accepted and will be at Seller's risk. Merchandise subject to inspection at Purchaser's destination. Rejected merchandise may be held at Seller's risk for a reasonable period of time and may be returned at Seller's expense. Payment shall not be deemed acceptance. Seller shall bear the cost of inspection of defective merchandise and rework charges, if any.

- 6 **Amendments.** Purchaser shall have the right at any time before completion of the order to make changes in quantities, in specifications, in delivery schedules, and in methods of shipment and packaging. If such changes cause an increase or decrease in price or in the time required for performance, Seller shall promptly notify Purchaser thereof, and an equitable adjustment shall be made. Changes shall not be binding upon Purchaser unless evidenced by a purchase order change notice issued and signed by Purchaser.
- 7 **Warranty.** By acceptance of this order or by delivery of any of the items called for by this order, Seller shall be deemed to have warranted that the merchandise or services to be furnished hereunder will be in full conformity with this order and Purchaser's specifications, drawings or data, and that the same shall be of good workmanship and quality, free of all defects and fit for the purposes for which they are intended. This warranty shall survive acceptance of said merchandise or services. The foregoing shall be in addition to any other warranties, express or implied, or by operation of law, given by Seller to Purchaser.
- 8 **Indemnity.** Seller agrees, by acceptance of this order, or by delivery of any items pursuant to this order, to indemnify and hold harmless Purchaser, its successors and assigns, from and against any liability, cost or expense of any kind whatsoever, including attorneys' fees, resulting from the furnishing of materials, the performance of services or in any other manner resulting from Seller's performance under this order or under any contract resulting from this order. Seller agrees that it will be liable to Purchaser's patients, employees, and others who may be damaged by any merchandise delivered or services rendered pursuant to this order arising from Seller's negligence or breach of contract, and that Seller will save and hold harmless Purchaser from and against all such claims, and all expenses pertaining thereto. If this purchase order relates to services, Seller assumes exclusive responsibility for any and all injury or damage whatsoever to persons or property resulting from or arising out of Seller's performance of the work, and agrees to indemnify, protect and hold harmless Purchaser against all claims, suits, losses, damages or costs and expenses arising out of Seller's performance. Before entering upon the premises of the Purchaser to perform any work under this contract, Seller shall protect or insure all employees, who shall be engaged in said work, in accordance with the terms and provisions of any applicable Workmen's Compensation Act, and shall give written assurance of compliance with any such applicable Act to Purchaser. Seller further agrees to carry Public Liability Insurance to cover any person or persons against injuries or death due to his operations.
- 9 **Patents.** In consideration of Purchaser's purchase of the merchandise included in this order, the Seller undertakes and agrees to defend at Seller's own expense all valid actions or

proceedings brought against Purchaser, or the users of any of the merchandise, for actual or alleged infringement of any United States or foreign letters patent because or on account of the employment or sale of such material or products, and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the defendants therein.

- 10 **Non-Assignability.** This order shall not be assigned, in whole or in part, without Purchaser's written consent and shall be binding upon the successors and assigns of the parties hereto.
- 11 **Termination.** Purchaser may at any time terminate all or any part of undelivered quantities on this purchase order, or any revisions thereto, or any release and shipping schedule pursuant thereto. Seller agrees that any termination charges made in consequence shall be limited to costs of materials and labor incurred on items cancelled prior to knowledge of their cancellation.
- 12 **Attorney's Fees in case of Breach by Seller.** Seller shall pay Purchaser's attorneys' fees and other legal costs reasonably incurred by Purchaser to enforce this order, or any of the terms hereof, or to recover any damages due Purchaser hereunder.
- 13 **Occupational Safety and Health Act & Fair Labor Standards Act.** The supplier agrees to comply with the Fair Labor Standards Act of 1938 as amended and with the provisions of the Occupational Safety and Health Act of 1970 as amended and certifies that all items furnished under this order will conform to and comply with said standards and regulations. Supplier further agrees to indemnify and hold harmless Purchaser for all damages assessed against Purchaser as a result of Supplier's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.
- 14 **Equal Employment.**  
It is the policy of St. Michael Hospital that all vendors, contractors and others doing business with the Hospital adhere to the principles of equal employment opportunity and that they take affirmative action to ensure positive progress in such adherence.
- 15 **Combustible Materials.**  
On all combustible materials, a certificate of non-flammability must accompany every invoice for materials used in manufacturing or repair.
- 16 **Subcontractor.** If the subcontractor carries out any of the duties of the contract through a subcontract, with a value or cost of \$10,000 or more over a 12-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of 4 years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. (These paragraphs shall be of no force or effect if not required by law.)
- 17 **Material Data Sheet.** It is a direct condition of the terms of this order that the vendor shall supply the purchaser with the information required in the Material Data Sheet form OSHA-20. In addition, the vendor shall supply any material relating to the safe use of this material and hazards associated with its use including, but not limited to, installation procedures and personnel protective equipment requirements. All hazardous components shall be identified. Data requested shall be furnished with the material shipment and a copy sent to this office at 2400 West Vilard Avenue, Milwaukee, Wisconsin 53209. No material will be accepted for delivery without the required information.



St  
MICHAEL  
HOSPITAL

2400 west villard avenue  
milwaukee, wisconsin 53209

(AREA CODE 414) 527-8207

TO:

UNITED STATES NUCLEAR REGULATORY COMMISSION  
License Fee Management Branch  
Attn: Ms. Cheryl Phillips  
Washington, DC 20555

ORIGINAL

PURCHASING DEPT. ☐  
PHARMACY DEPT. ☐  
FOOD SERVICE DEPT. ☐

PURCHASE ORDER

No. 2313

THIS PURCHASE ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES INVOICES  
PACKING LIST, BILLS AND SHIPPING  
LABELS ATTACHED TO THIS ORDER

SHIPPING INSTRUCTIONS

- \* PACKING LIST MUST ACCOMPANY ALL SHIPMENTS.
- \* SHIP F.O.B. HOSPITAL; COLLECT SHIPMENTS WILL NOT BE ACCEPTED.
- \* DELIVERIES AT THE RECEIVING DEPT., WILL NOT BE ACCEPTED AFTER 4:00 P.M. - MONDAY THROUGH FRIDAY. PLEASE INSTRUCT YOUR CARRIER.

SHIP  
TO

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PLEASE ENTER OUR ORDER FOR THE FOLLOWING ITEMS AT THE PRICES, TERMS AND CONDITIONS NAMED ON THE FACE AND BACK HEREOF.

ORDER DATE	DELIVERY REQUIRED BY	F.O.B.	TERMS	VENDOR CODE	TYPED BY	WISCONSIN DEPT. OF TAXATION EXEMPTION CERTIFICATE NUMBER ES 1105
9-9-85	ASAP	hosp.	net30		cam	
ITEM	HOSPITAL CATALOG NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.		1	ea	Fee For NRC License ammendment to allow ordering		
2.				Gd 153 from New England Nuclear	120.00/total	
3.						
4.				Reference License # 48-02435-01 control # 79572		
5.						
6.						
7.						
8.				Remittance Enclosed		
9.						
10.						
11.						
12.						
13.						
14.						

SPECIAL  
INSTRUCTIONS:

BY

*Ms. Phillips*

ST. MICHAEL HOSPITAL - PURCHASING DEPARTMENT

## TERMS AND CONDITIONS OF PURCHASE

**1. Acceptance and Acknowledgment.** Seller shall be bound by the terms of this order, including all terms and conditions hereof, and no alteration, variation or amendment may be made in such terms and conditions unless accepted in writing by a duly authorized agent of Purchaser. Acceptance of this order in form specifying different or additional terms and conditions shall not constitute acceptance. Waiver of any default by Seller, whether or not repeated, shall be without prejudice to the right to demand strict performance at any time and to recover damages for previous non-compliance. These terms and conditions shall control regardless of terms, conditions or provisions of the Seller in response hereto. The applicability of this paragraph is an express condition to the formation of a contract between Purchaser and Seller, and performance against this order shall be deemed acceptance of these terms and conditions. The laws of the State of Wisconsin shall govern and control this order and acceptance, performance hereunder, and the interpretation of the agreement between Purchaser and Seller.

**2. Purchaser's Right of Cancellation.** Purchaser may cancel this order at any time prior to acceptance by Seller of the delivery of the merchandise specified hereby. In addition, Purchaser reserves the right to cancel this order and/or to return at Seller's expense, all or any part of the merchandise which is defective, or not fit for the purpose sold, or in excess of the quantities specified in this order, or varying from the sample from which specifications for which the order was placed, or for failure to comply with Purchaser's shipping or billing directions or with any other provision of this order, and to retain such of the merchandise as is satisfactory and complies with the order, paying for such retained merchandise on a pro rata contract basis.

**3. Orders Where Quantities Not Specified.** In the event the quantity of merchandise is not specified in this order, quantities may be specified by Purchaser by telephonic or other means of communication from time to time, along with terms of delivery, and confirmed in writing within a reasonable time thereafter but not more than ten (10) days. The unit price specified in this order shall be the price at which the quantities so specified shall be delivered to Purchaser.

**4. Prices and Terms of Payment.** Notwithstanding the price specified herein, Seller represents that the price charged for the items or services covered by this order is the lowest price charged by Seller to Purchasers of a class similar to Purchaser in this area under conditions similar to those specified in this order and complies with all applicable governmental regulations and agrees that any general price reduction made for items or services covered by this order subsequent to the date hereof will be applicable to this order. Terms of payment shall be net invoice amount due thirty (30) calendar days after receipt of invoice. Unless otherwise agreed in writing, Purchaser shall be entitled to a discount equal to the greater of (a) prevailing discount at date of order or delivery, whichever is greater, or (b) discounts granted to Purchasers of the same class, plus in each case, applicable quantity discounts based on total quantity hereby ordered. Invoices shall be rendered separately for each delivery and shall bear Purchaser's order number. Time of delivery at Purchaser's location is of the essence and Purchaser reserves the right to cancel all or any part of this order if the merchandise is not delivered as specified herein. Any merchandise accepted after date or dates specified for delivery shall not be a waiver of Purchaser's right to damages for late delivery.

**5. Shipment and Inspection.** All merchandise shall be properly packed, marked and shipped in accordance with the requirements of the common carrier transporting such merchandise. Seller shall reimburse Purchaser for all expenses incurred by Purchaser

as the result of improper packing, marking or routing. Seller shall mark each package with Purchaser's purchase order number. All shipments shall be F.O.B. Purchaser's destination, unless otherwise specified. Any transportation charges paid by Seller and to which Seller is entitled to reimbursement shall be added to Seller's invoice as a separate item and the receipted freight bill shall be attached thereto. Unless otherwise provided herein, no charge shall be made by Seller for cartons, crating, boxing, bundling, damage, drayage or storage. Each packing slip, bill of lading and invoice shall bear the applicable purchase order number. There shall be separate invoices for each shipment. Shipments sent C.O.D. without Purchaser's written consent may not be accepted and will be at Seller's risk. Merchandise is subject to inspection at Purchaser's destination. Rejected merchandise may be held at Seller's risk for a reasonable period of time and may be returned at Seller's expense. Payment shall not be deemed acceptance. Seller shall bear the cost of inspection of defective merchandise and rework charges, if any.

**6. Amendments.** Purchaser shall have the right at any time before completion of the order to make changes in quantities, in specifications, in delivery schedules, and in methods of shipment and packaging. If such changes cause an increase or decrease in prices or in the time required for performance, Seller shall promptly notify Purchaser thereof, and an equitable adjustment shall be made. Changes shall not be binding upon Purchaser unless evidenced by a purchase order change notice issued and signed by Purchaser.

**7. Warranty.** By acceptance of this order or by delivery of any of the items called for by this order, Seller shall be deemed to have warranted that the merchandise or services to be furnished hereunder will be in full conformity with this order and Purchaser's specifications, drawings or data, and that the same shall be of good workmanship and quality, free of all defects and fit for the purposes for which they are intended. This warranty shall survive acceptance of said merchandise or services. The foregoing shall be in addition to any other warranties, express or implied, or by operation of law, given by Seller to Purchaser.

**8. Indemnity.** Seller agrees, by acceptance of this order, or by delivery of any items pursuant to this order, to indemnify and hold harmless Purchaser, its successors and assigns, from and against any liability, cost or expense of any kind whatsoever, including attorneys' fees, resulting from the furnishing of materials, the performance of services or in any other manner resulting from Seller's performance under this order or under any contract resulting from this order. Seller agrees that it will be liable directly to Purchaser's patients, employees, and others who may be damaged by any merchandise delivered or services rendered pursuant to this order arising from Seller's negligence or breach of contract, and that Seller will save and hold harmless Purchaser from and against all such claims, and all expenses pertaining thereto. If this purchase order relates to services, Seller assumes exclusive responsibility for any and all injury or damage whatsoever to persons or property resulting from or arising out of Seller's performance of the work, and agrees to indemnify, protect and hold harmless Purchaser against all claims, suits, losses, damages or costs and expenses, arising out of Seller's performance. Before entering upon the premises of the Purchaser to perform any work under this contract, Seller shall protect or insure all employees, who shall be engaged in said work, in accordance with the terms and provisions of any applicable Workmen's Compensation Act, and shall give written assurance of compliance with any such applicable Act to Purchaser. Seller further agrees to carry Public Liability Insurance to cover any person or persons against injuries or death due to his operations.

**9. Patents.** In consideration of Purchaser's purchase of the merchandise included in this order, the Seller undertakes and agrees to defend at Seller's own expense all suits, actions or

proceedings brought against Purchaser, or the users of any of the merchandise, for actual or alleged infringement of any United States or foreign letters patent because or on account of the employment or sale of such material or products, and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the defendants therein.

**10. Non-Assignability.** This order shall not be assigned, in whole or in part, without Purchaser's written consent and shall be binding upon the successors and assigns of the parties hereto.

**11. Termination.** Purchaser may at any time terminate all or any part of undelivered quantities on this purchase order, or any revisions thereof, or any release and shipping schedule pursuant thereto. Seller agrees that any termination charges made in consequence shall be limited to costs of materials and labor incurred on items cancelled prior to knowledge of their cancellation.

**12. Attorney's Fees in case of Breach by Seller.** Seller shall pay Purchaser's attorneys' fees and other legal costs reasonably incurred by Purchaser to enforce this order, or any of the terms hereof, or to recover any damages due Purchaser hereunder.

**13. Occupational Safety and Health Act & Fair Labor Standards Act.** The supplier agrees to comply with the Fair Labor Standards Act of 1938, as amended and with the provisions of the Occupational Safety and Health Act of 1970 as amended and certifies that all items furnished under this order will conform to and comply with said standards and regulations. Supplier further agrees to indemnify and hold harmless Purchaser for all damages assessed against Purchaser as a result of Supplier's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

**14. Equal Employment.**

It is the policy of St. Michael Hospital that all vendors, contractors and others doing business with the Hospital adhere to the principles of equal employment opportunity and that they take affirmative action to ensure positive progress in such adherence.

**15. Combustible Materials.**

On all combustible materials, a certificate of non-flammability must accompany every invoice for materials used in manufacturing or repair.

**16.** If the subcontractor carries out any of the duties of the contract through a subcontract, with a value or cost of \$10,000 or more over a 12 month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of 4 years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. (These paragraphs shall be of no force or effect if not required by law.)

**17.** "It is a direct condition of the term of this order that the vendor shall supply the purchaser with the information required in the Material Data Sheet form OSHA 20. In addition, the vendor shall supply any material relating to the safe use of this material and hazards associated with its use including, but not limited to, installation procedures and personnel protective equipment requirements. All hazardous components shall be identified. Data requested shall be furnished with the material shipment and a copy sent to this office at 2400 West Villard Avenue, Milwaukee, Wisconsin 53209. No material will be accepted for delivery without the required information."