

Buyer	Amount	Contract Number
Ben Furlow	----	429477

BROOKHAVEN NATIONAL LABORATORY

Brookhaven Science Associates

P.O. Box 5000

UPTON, L.I., N.Y. 11973-5000

Name and Address of Contractor

CONTRACT

This Contract (the "Contract") is between the party named above (the "Contractor"), and Brookhaven Science Associates, LLC. ("BSA"), the latter acting under a Prime Contract with the United States of America (the "Government") represented by the United States Department of Energy ("DOE").

I. SCOPE OF WORK

The Contractor shall assist BSA by providing tank cleaning services per the statement of work noted in Attachment A.

All work shall be conducted in strict accordance with Attachment A and Attachment B.

II. PERIOD OF PERFORMANCE:

This Contract shall be effective as of the date executed by BSA provided that the Contractor executes the Contract without exception or alteration. It shall remain in effect through _____.

III. FIRM FIXED PRICE AND PAYMENT

A. Firm Fixed Price: In full consideration of the Contractor's performance hereunder BSA shall pay the Contractor the firm fixed price of _____ US Dollars (\$0.00). The said sum shall constitute full compensation for all services and materials furnished hereunder.

B. Payment: Payment will be made upon receipt and approval of properly certified invoices.

Payment terms are Net 30.

Invoices shall be directed to BSA's Accounts Payable Section via electronic or regular mail.

Electronic invoice submittal is preferred by BSA. The Contractor shall make every effort to have systems in place that allow for electronic invoice transmittal.

Invoices shall be submitted in PDF format, via e-mail, to apinvoices@bnl.gov.

Hard copy invoices, in duplicate, shall be directed to BSA's Accounts Payable Section, Contracts Division, Bldg. No. 400d.

The Contractor shall indicate the final invoice by clearly marking such invoice as "FINAL". A copy of the final invoice must be submitted to BSA's Contractual Representative.

- C. **Freight:** Freight terms shall be: FOB BSA National Laboratory, 98 Rochester Street, Upton, Long Island, New York for all North American Shipments. Freight Prepaid. "DAP" Delivered At Place, BSA National Laboratory, 98 Rochester Street, Upton, Long Island, New York for all overseas/foreign shipments.
- D. **Shipping and Labeling:** Unless otherwise specified, standard Shipping Instructions apply. Standard Shipping Instructions are provided at http://www.bnl.gov/ppm/linkable_files/pdf/ShippingInstructions.pdf.

Two (2) weeks prior to delivery of all items the contractor shall contact BSA as to the type of freight carrier that will be used.

Delivery Hours:

All deliveries must arrive at BSA National Laboratory (BNL), at the above address, Building 98 between the hours of 8:00 am to 11:45 am or from 12:30 pm to 4:00 pm EST, Monday through Friday. Any delivery outside normal delivery hours will NOT be accepted unless advanced notification was provided and arrangements were made through Receiving (631-344-2310, 631-344-4336, or 631-344-2300 or via email at: PPMTraffic@BNL.gov).

Special Notification of Delivery:

Advanced Notice, within 72 hours of expected delivery to BNL, shall be provided by the supplier or shipper to BSA's Receiving department either by telephone at: 631-344-2310, 631-344-4336, or 631-344-2300, OR via email at: PPMTraffic@BNL.gov due to weight, size, and/or volume parameters of the end item(s) requiring special material handling/rigging by BSA personnel. Failure to contact BSA will result in delays during delivery and demurrage will be at the supplier's/shipper's expense.

Package Labeling Requirements:

All packages delivered to BNL must be labeled with the complete Purchase Order/Contract Number as a minimum. Each shipping container (transport package) with a gross weight equal to or greater than 400 pounds (180 kilograms) must be marked with the center of gravity and gross weight on at least one side, or end panel in addition to meeting the requirements of the latest revision of ASTM Standard D 3951-98, Standard Practice for Commercial Packaging. This applies to any item shipped (originally packaged or repackaged) to BNL or other locations cited in the purchase order or contract.

Ocean Shipments:

For foreign shipments that will be transported via ocean freight the 10-2 REQUIREMENTS Form located at http://www.bnl.gov/ppm/linkable_files/pdf/TenTwoForm.pdf must be completed by the supplier 72 hours before departure of the vessel. The form can either be faxed to Interfreight Harmonized Logistics, Inc. at 516-371-6880 or emailed to bnl@interfreight.net. A copy should also be emailed to PPMTraffic@BNL.gov. Once the form is submitted to customs an acceptance number will be given. No freight will be loaded on a vessel without this acceptance number.

Special notice regarding 10-2 Form: On July 9, 2013 US Customs and Border Protection began full enforcement of Importer Security Filing (ISF) and will assess liquidated damages for violations. Failure to submit the 10-2 Form may result in fines from \$5,000 up to \$15,000. It is the Contractor's responsibility to make sure Form 10-2 is submitted 72 hours prior to the vessel sailing. BSA shall withhold payment from the Contractor's final invoice for any penalties incurred by BSA due to late or incorrect ISF filing by the Contractor. For more information go to http://www.cbp.gov/xp/cgov/trade/cargo_security/carriers/security_filing/sfi_carriers_lp.xml

All Ocean Bill of Ladings and Airway Bills must be addressed to:
Brookhaven National Laboratory
Bldg 98
Upton, New York 11973

In addition, the Contractor must notify:
Interfreight Harmonized Logistics Inc.
221 Sheridan Blvd.
Inwood, NY 11096 / USA
Phone 1-516-371-0775

The Contractor must fax or e-mail immediately to Interfreight copies of:
Ocean Bill of lading or Airway Bill
Commercial Invoice
Packing List
Fax 1-516-371-6880
e-mail bnl@interfreight.net

IV. **AUTHORIZED REPRESENTATIVES**

- A. **BSA's Technical Representative:** XXXXXXXX is BSA's Technical Representative, hereunder. He shall act as liaison between BSA and the Contractor in technical matters only. He can be reached at XXX.XXX.XXXX (phone), xxxxxxxx (e-mail).
- B. **BSA's Contractual Representative:** Ben Furlow, telephone no. 631.344.4070, bfurlow@bnl.gov (e-mail), is BSA's Contractual Representative. Any change or modification in the terms and conditions of this contract shall require the written approval of BSA's Procurement and Property Management Division's Manager,

or his designee.

C. **Contractor's Technical Representative:** _____ is the Contractor's authorized Technical Representative, hereunder. (He/She) shall act as point of contact between BSA and the Contractor in technical matters only. (He/She) can be reached at _____ (phone), _____ (e-mail).

D. **Contractor's Contractual Representative:** _____ is the Contractor's authorized Contractual Representative, hereunder. (He/She) shall act as liaison between BSA and the Contractor. (He/She) can be reached at _____ (phone), _____ (e-mail).

V. **Service Contract Act Requirements and Collective Bargaining Agreements:**

The Service Contract Act applies to this contract. This contract incorporates herein and by reference FAR 52.222-41 Service Contract Act and the Service Contract Act in its entirety. The wage determination for this effort is as described in Wage Determination Number 2015-4157 dated 05/10/2023 (Rev.21), which is attached hereto and made a part herein. All provisions of the Service Contract Act must be adhered to (i.e. Health and Welfare, Vacation, Holidays, etc.) for all applicable labor categories that are not covered by a valid collective bargaining agreement (CBA). The Contractor shall pay, at a minimum, the wage rates and fringes to their employees, and is responsible for ensuring that subcontract employees are similarly paid. Work classifications, wage rates and fringes must be in accordance with the Service Contract Act wage determination requirements for all applicable labor categories that are not covered by a valid CBA.

The Contractor is responsible for adhering to the terms of any collective bargaining agreements (CBA) in place for utilized labor categories. As noted above, in the event a CBA is in effect for a covered labor classification, it shall take precedence over the aforementioned Wage Determination.

VI. **ADDITIONAL TERMS**

The provisions of Brookhaven Science Associates, LLC General Terms and Conditions for Non-Commercial Services, Rev 22, September 2022 are incorporated herein and made a part hereof.

The provisions of Brookhaven Science Associates, LLC Supplemental Terms and Conditions for Work by Contractors on Site at Brookhaven National Laboratory, Rev 22.0, dated September 2022 are incorporated herein and made a part hereof.

This Contract is issued pursuant to Brookhaven Science Associates General and/or Supplemental terms and conditions listed above which are incorporated herein by reference. The complete text of these terms and conditions can be viewed via the internet at: <https://www.bnl.gov/ppm/terms-and-conditions.php> . Should the Contractor have any questions and/or not have access to these terms and conditions, contact the buyer or contracts specialist immediately.

The following documents attached hereto and made a part hereof, contain additional provisions of this contract:

- Attachment A – Statement of Work
- Attachment B - BNL-QA-101
- Attachment C – Wage Determination

This Contract does not bind nor purport to bind the Government of the United States.

ACCEPTED:

CONTRACTOR

**BROOKHAVENSCIENCE
ASSOCIATES, LLC.**

By: _____

By: _____

Name: _____

Name: Ben Furlow

Title: _____

Title: Sr. Contracts Specialist

Date: _____

Date: _____

Should you accept this Contract without exception or alteration, one copy of the Contract executed by both parties shall be returned to BSA's Contractual Representative. Should you take any exceptions or attempt to alter the Contract in any manner, BSA's execution thereof shall be null and void. Should you wish to take exception(s)/alteration(s), you shall notify BSA's Contractual Representative. BSA will consider the requested exception(s)/alteration(s) and notify you accordingly. No Contract shall exist unless and until such differences are resolved.