

Purchase Order

Brookhaven National Laboratory

Brookhaven National Laboratory
Upton NY 11973-5000

Dispatch via E-Mail

Purchase Order BNL-0000421992	Date 11/03/2022	Revision	Page 1
Payment Terms Net 30	Freight Terms FOB Destination, Frt Prepaid	Ship Via UPS-GROUND	
Buyer FURLOW, BENJAMIN L bfurlow@bnl.gov	Phone 631/344-4070	Currency USD	

DRAFT

Vendor: 0000026188
ANY VENDOR
ANY STREET
ANYTOWN NY 11973

Bill To: Brookhaven National Lab
Fiscal Division Building 400-D
PO Box 5000
Upton, NY 11973-5000
APInvoices@bnl.gov

Ship To: Brookhaven National Lab
Ref PO#: 0000421992
Receiving: Bldg 98 Rochester St
Upton, NY 11973

Brookhaven Science Associates (BSA), LLC is placing this Purchase Order under its Prime Contract with the U.S. Department of Energy and is pursuant to the General and/or Supplemental terms and conditions which can be viewed via the internet at: <http://www.bnl.gov/ppm/T-Cs/t-c.asp>. Should supplier have any questions and/or not have access to these terms and conditions, contact the buyer or contract specialist immediately.

Tax Exempt? Y **Tax Exempt** **NYS216880** **Replenishment Option:** Standard

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
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1- 1 16 Mpix 9µm sCMOS EUV Camera for
Soft X-ray Spectroscopy

1.000 EA

Schedule Total

QA Paragraph(S): 3.1.3

ESH&Q Risk Level: A4 - Negligible

Item Total

The provisions of Brookhaven Science Associates, LLC General Terms and Conditions for Non-Commercial Items, Rev. 22.0 (Sept 2022) are incorporated herein and made a part hereof.

Payment: Electronic invoice submittal is preferred by BSA. Invoices shall be submitted in PDF format, via e-mail, to APINVOICES@BNL.GOV. If e-mail is not accessible, invoices shall be forwarded to Brookhaven's Account Payable section, Building No. 400-D. In addition, the supplier shall indicate the final invoice by clearly marking such invoices as "Final".

REPRESENTATIVES:

The BSA Technical Point of Contact for this purchase order is Ivan Kotov and shall represent BSA in technical matters only. Ivan can be reached at 631-344-2615 or kotov@bnl.gov.

The BSA Contractual Representative for this purchase order is Ben Furlow and he shall represent BSA in contractual matters only. Mr. Furlow can be reached at bfurlow@bnl.gov.

SHIPPING REQUIREMENTS:

Please provide a packing slip with every shipment on the OUTSIDE of the box.
Failure to do so will result in delayed receipt, payment of invoice and a Non-Conformance Report (NCR)

* DO NOT INSURE THE SHIPMENT OR DECLARE VALUE! ***
** SELLER SHALL SHIP ALL PACKAGES TO "RECEIVING BUILDING 98".
*** OUTSIDE LABELS, PACKING SLIP AND INVOICE ALL MUST REFERENCE PO# 421992***
****Early delivery is encouraged and appreciated. Partial Accepted.

Shipments UNDER 150 lbs.: Ship via UPS Ground Collect Acct No.: 161450

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	Shipments OVER 150 lbs.: of the US Government, DOE		Ship via YRC, with freight charges collect and in the account Tender#2914-08.			

~A copy of the freight bill must accompany the Seller's invoice when charges in excess of \$100.00 are billed to BNL by the Seller. For further shipping instructions, please go to the following link:
https://www.bnl.gov/ppm/linkable_files/pdf/ShippingInstructions12072016.pdf

Seller shall ship via UPS International Air Freight/Ocean (either/or situation), with freight charges collect and in the account of Brookhaven National Laboratory, Account No. 706781135.

DO NOT INSURE THE SHIPMENT OR DECLARE VALUE!

Freight terms shall be "DAP" Delivered At Place, BSA National Laboratory, 98 Rochester Street, Upton, Long Island, New York.

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

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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

Reference is made to the Brookhaven National Laboratory Supplier Quality Assurance requirements, BNL-QA-101, which is incorporated herein and made a part of the purchase order. In addition to all the General Provisions, the Supplier agrees all material delivered against this purchase order will conform to the Quality Assurance paragraphs indicated in the line description(s).

INSPECTION, ACCEPTANCE AND PAYMENT: In addition to the terms and conditions set forth in the clauses "Inspection and Acceptance," and "No Waiver" in the BSA's General Terms and Conditions, the following provisions shall also apply to this order:

- Within thirty (30) days (or as otherwise stated in the order) of the receipt of the goods by the Buyer, the Buyer shall conduct such tests as it deems advisable to determine whether the goods fully comply with the drawings and/or specifications.
- Acceptance shall occur when the goods successfully pass final inspection by the Buyer.
- Payment will be made by the Buyer to the Seller upon acceptance of the goods and receipt by the Buyer of a properly-executed invoice. After acceptance, cash (payment) terms, as shown on the order, will apply.
- If the goods are rejected for failure to conform to the technical requirements of the order, or for damage in transit or otherwise, the provisions of paragraph c) of this clause will apply to the new delivery of replacement goods.
- The date of the checks issued in payment shall be considered to be the date payment is made.

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SOW: Contractor shall provide Line Item #1 (Quantity 1) per the below specifications:

1. The in-vacuum sCMOS camera shall be based on a 16 Mpix backside illuminated scientific CMOS (BSI-sCMOS) sensor
GPIXEL 4040BSI-EUV without the antireflective coating for measurements of soft x-rays from 200 eV to 2 keV
2. The full frame rate shall be at least of 18 Hz
3. The camera shall support exposure times in the range 10 microsec -- 300 sec
4. Dark current rate shall be below 0.1 e-/p/s @ -15C.
5. The supported data format shall be 16-bit (in High Dynamic Range mode) and 12-bit (in High Gain/Low Gain mode).
6. The readout noise rms shall be below
 - a. 2.6 e- in high gain mode,
 - b. 3.3 e- in high dynamic range mode
 - c. 25 e- in low gain mode
7. The camera shall support rolling shutter mode, and software and external trigger modes.
8. The camera shall fit on the DN160CF flange, and its sensor plane shall protrude 20cm from the internal surface of the
flange into the vacuum vessel.
9. The camera shall be compatible with the vacuum below 7×10^{-7} mbar.
10. The camera and its internal electronics shall be cooled below -20C (TBD).
11. 3 m of cables to be included

Period of Performance: Contractor shall deliver all items on or before XXXXXXXXXXXX

The following Articles of the Brookhaven Science Associates, LLC General Terms and Conditions for Non-Commercial Items or Services, as applicable, are hereby deleted in their entirety as indicated, for purchase orders or contracts to any foreign firm furnishing end products or services:

- a. Authorization and Consent (DEAR 970.5227-4): Not to be used where both complete performance and delivery are to be outside the United States, its possessions, or Puerto Rico.
- b. Patent Indemnity – Subcontracts: Not to be used where both performance and delivery are to be outside the United States, its possessions, or Puerto Rico, unless the award indicates that the supplies are ultimately to be shipped into the United States, its possessions, or Puerto Rico.
- c. Notice and Assistance Regarding Patent and Copyright Infringement (DEAR 970.5227-5): Not to be used where both performance and delivery are to be outside the United States, its possessions, or Puerto Rico, unless the contract indicates that the supplies are ultimately to be shipped into the United States, its possessions, or Puerto Rico.
- d. Affirmative Action for Workers with Disabilities (FAR 52.222-36): Not required when both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- e. Equal Opportunity (FAR 52.222-26): Not required where all the work is to be performed outside the United States and no recruitment of workers within the limits of the United States is involved.
- f. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible

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Veterans (FAR 52.222-35): Not required where work is performed outside the United States by employees recruited outside the United States.							
g. Preference for Privately-Owned U.S.-Flag Commercial Vessels (FAR 52.247-64): Not required if funding used is being provided under the Foreign Assistance Act of 1961.							
h. Walsh-Healey Public Contracts Act: Not required if no part of the materials, supplies, articles, or equipment will be manufactured or furnished within the geographic limits of the United States of America, Puerto Rico, the Virgin Islands, or the District of Columbia.							
i. Utilization of Small Business Concerns (FAR 52.219-8): Not required in purchase orders or contracts to be performed outside any state, territory, or possession of the United States, the District of Columbia, or Puerto Rico.							
j. Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (FAR 52.222-37): Not required where work is performed outside the United States by employees recruited outside the United States.							
k. Contract Work Hours and Safety Standards Act - Overtime Compensation (FAR 52.222-4): Not required when the work is to be performed outside the United States, Puerto Rico, American Samoa, Guam, the Virgin Islands, Outer Continental Shelf Lands, American Samoa, Guam, Wake Island, and Johnston Island.							
l. Toxic Chemical Release Reporting (FAR 52.223-14): Does not apply to facilities located outside any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the U.S. Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.							

Total PO Amount

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SPECIAL INSTRUCTIONS:

- This order does not bind or purport to bind the U.S. Government or the DOE.
- Prices are firm unless otherwise indicated.
- P.O. Number must appear on all correspondence, invoices, shipping papers and packages.
- Invoices sent anywhere other than to the Fiscal Division, Bldg. 400-D, or to the email APinvoices@bnl.gov, are not deemed to be officially received for payment term purposes.
- Address all correspondence concerning this order to the above named person.
- Brookhaven National Laboratory FAX No.631-344-5499.

DELIVERY LOCATION AND HOURS:

Deliveries to Brookhaven National Laboratory (BNL) are accepted between the hours of 8:00 am-12:00 pm or 1:00-4:00 pm EST, Monday through Friday. Unless otherwise noted on the Purchase Order/Contract, all deliveries to Brookhaven National Laboratory (BNL) shall be made to building 98 or to the satellite stockrooms in buildings 452, 510, 729, 740 or 918.

Advance Notification of Delivery:

Each shipping container (transport package) with a gross weight equal to or greater than 400 pounds (180 kilograms) or having an offset center of gravity requires special material handling/rigging by BNL personnel. The shipper shall provide a minimum of 3 days advance notice of delivery by contacting BNL Warehouse Operations at (631) 344-2300 or WarehouseOperations@BNL.gov. The shipper must obtain acknowledgement from BNL Warehouse Operations that delivery notification was received. This applies to any item shipped (originally packaged or repackaged) to BNL or other locations cited in the PO or contract. Failure to contact BNL will result in delays during delivery and any resulting demurrage will be at the shipper's expense. Each shipping container (transport package) having an offset center of gravity shall also have its center of gravity location marked on the packaging for safe material handling purposes.

UNACCEPTABLE PACKING MATERIAL:

Do not use vermiculite as a packaging material inside any shipments to BNL unless required by shipping regulation.

All shipments containing vermiculite must be accompanied by document stating that the vermiculite used is certified asbestos free. This documentation must be affixed to the outside of the package.

A. Vermiculite used as a packaging material in shipments must be determined to be free of asbestos (<1% chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite).

B. Vermiculite is defined in this specification means the hydrous, silicate mineral classified as a Phyllosilicate that has been expanded by heating.

For further shipping instructions, please go to the following link:
<https://intranet.bnl.gov/operations/files/pdf/ShippingInstructions.pdf>

Authorized by:

Ben Furlow

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BROOKHAVEN NATIONAL LABORATORY SUPPLIER QUALITY ASSURANCE REQUIREMENTS BNL-QA-101

- 3.0 GENERAL REQUIREMENTS** Unless otherwise specified in the procurement documentation, the following General Requirements apply:
- 3.1 Supplier's Quality System and Requirements: The Supplier shall have and maintain an effective quality system that will, as a minimum, comply with all of the requirements of the specification designated by the following:
- 3.1.3 Conformance to Supplier's/Manufacturer's quality program or system.
- 3.2 Assessment by Buyer: The Supplier's Quality system is subject to assessments by the Buyer's Representative(s) for conformance with the requirements of the PO. Supplier or Distributor shall allow BSA representatives, BSA customers, and regulatory agencies right of entry into Supplier's facilities to determine and verify product, processes, records, personnel, material, procedures, and systems.
- 3.3 Change Approval: No change(s) shall be made to any Buyer requirements (e.g. part number, model number, etc.) without the prior written approval of Buyer.
- 3.4 Responsibility for Subcontractors: It is the responsibility of the Supplier to impose applicable requirements from this document upon their subcontractors. Additionally, the Buyer reserves the right to disapprove, in writing, any subcontractor.
- 3.5 Responsibility for Conformance: The Supplier is responsible to provide items that conform to the requirements of the PO regardless of any assessments, surveillances, inspections and/or tests by the Buyer or its representatives at either the Supplier's or the Buyer's facility. The Buyer reserves the right to request failure analysis and corrective action for non-conforming articles or items submitted or supplied to the Buyer. The Supplier is responsible for notifying the Buyer of any recalls or alerts associated with this PO.
- 3.6 Protection of Material and Equipment: The Supplier shall employ procedures that assure adequate protection of material and equipment during shipment and while in storage. Such protection shall include special environmental packaging, as necessary. All items shipped (originally packaged or repackaged) to BNL or other locations cited in the PO or contract, shall comply with the requirements for preservation, packaging and marking as stated in the latest revision of ASTM Standard D 3951 Standard Practice for Commercial Packaging.
- 3.7 Measuring and Test Equipment (M&TE) Calibration: The Supplier shall calibrate any M&TE used in the fulfillment of the PO requirements against certified standards that are traceable to the National Institute of Standards and Technology (NIST), or some other recognized national or international standard, or physical constant. The Supplier shall notify the Buyer of any condition found during the calibration, servicing or repair of measuring and test equipment that can affect the end item requirements.

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3.8	Suspect Counterfeit Parts: The supplier shall verify the procurement source and associated certifying paperwork. Appropriate incoming inspection test methods shall be used to detect potential counterfeit parts and materials. The supplier shall flow this requirement down to all sub-tier suppliers to prevent the inadvertent use of counterfeit parts and materials. Distributors shall not modify, rework or repair material shipped on this order. For more information refer to the following Department of Energy website: https://www.energy.gov/ehss/corporate-reporting-analysis/databases/suspectcounterfeit-and-defective-items .						
3.9	Electrostatic Discharge Control: Items that are susceptible/ sensitive to electrostatic discharge (ESDS) shall be handled and packaged to protect them from damage. Items and/or packages shall be labeled to indicate the susceptibility to electrostatic discharge.						
3.10	Electrical, Fire Protection, or Scaffolding Equipment, Material, and Systems: All electrical, fire protection or scaffolding equipment, material, and systems delivered to BNL shall be certified, listed, or labeled by a Nationally Recognized Testing Laboratory (NRTL). The CE mark is NOT a recognized NRTL certification mark. (For a listing of OSHA-recognized NRTLs, refer to http://www.osha.gov/) For electrical, fire protection, or scaffolding equipment, material, and systems which no NRTL accepts, certifies, lists, labels, or otherwise determined to be safe, the Supplier shall determine the equipment to be safe for its intended use. The determination must be made on the basis of test data. The determination and test data documents shall be made available to BSA prior to or upon delivery for review and acceptance by the applicable BSA Authority Having Jurisdiction (AHJ). In accordance with 29 CFR 1910.147(c)(2)(iii) whenever new machines or equipment are provided with energy isolating devices, those devices shall be designed to accept a lockout device.						
3.11	Hoisting and Rigging Equipment: All hoisting and rigging equipment used at BNL shall meet the requirements of the latest applicable OSHA Regulations and ASME B30 Series standards for design, construction, markings, and proof load testing.						
3.12	Deleted						
3.13	Powered Machine Shop Equipment: All Powered Machine Shop equipment (e.g., Lathe) delivered to BNL shall meet the requirements of the latest applicable OSHA 1910 Regulations (e.g., Part Subpart O). Equipment purchased must include an integrated NFPA 79 compliant emergency stop and anti-restart device.						
3.14	Vehicle-Mounted Elevating and Rotating Aerial Devices All vehicle-mounted and rotating aerial devices equipment used at BNL shall meet the requirements of ANSI A92.2.						

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Brookhaven National Laboratory

Brookhaven National Laboratory
Upton NY 11973-5000

Dispatch via E-Mail

Purchase Order BNL-0000421992	Date 11/03/2022	Revision	Page 9
Payment Terms Net 30	Freight Terms FOB Destination, Frt Prepaid	Ship Via UPS-GROUND	
Buyer FURLow, BENJAMIN L bfurlow@bnl.gov	Phone 631/344-4070	Currency USD	

DRAFT

Vendor: 0000026188
ANY VENDOR
ANY STREET
ANYTOWN NY 11973

Bill To: Brookhaven National Lab
Fiscal Division Building 400-D
PO Box 5000
Upton, NY 11973-5000
APinvoices@bnl.gov

Ship To: Brookhaven National Lab
Ref PO#: 0000421992
Receiving: Bldg 98 Rochester St
Upton, NY 11973

Brookhaven Science Associates (BSA), LLC is placing this Purchase Order under its Prime Contract with the U.S. Department of Energy and is pursuant to the General and/or Supplemental terms and conditions which can be viewed via the internet at: <http://www.bnl.gov/ppm/T-Cs/t-c.asp>. Should supplier have any questions and/or not have access to these terms and conditions, contact the buyer or contract specialist immediately.

Tax Exempt? Y **Tax Exempt** NYS216880 **Replenishment Option:** Standard

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
3.15	Self-propelled Elevating Work Platform Equipment All self-propelled elevating work platform equipment (e.g., scissor lift) used at BNL shall meet the requirements of ANSI A92.6.					
3.16	Manually Propelled Elevating Aerial Platform Equipment All manually propelled elevating aerial platform equipment used at BNL shall meet the requirements of ANSI 92.3.					
3.17	Boom Supported Elevating Work Platform Equipment All boom supported elevating work platform equipment used at BNL shall meet the requirements of ANSI					
3.18	Powered Industrial Trucks and Attachments: Powered industrial trucks (e.g. forklifts, hi-lows) shall meet the requirements of the ANSI/ITSDF B56 series for design, construction, markings, and test loading. Industrial truck attachments shall be approved by the truck manufacturer and supplied with an attachment data plate indicating the new truck capacities.					
3.19	Used Industrial Equipment: For used industrial equipment (e.g. scissor lifts, fork lifts, etc.), A Certificate of conformance as defined in clause 4.16, must be provided as objective evidence and must additionally state that all maintenance and manufacturing alerts have been screened and all required repairs and improvements have been completed. The supplier shall provide records of the last year of maintenance.					
3.20	Global Harmonized System Compliance: The supplier of chemicals shall deliver the chemical in full compliance with the Department of Labor, Occupational Safety & Health Administration (OSHA)'s Globally Harmonized System (GHS) Hazard Communication Standard (29CFR1910.1200), available at: https://www.osha.gov/dsg/hazcom/HCSFinalRegTxt.html . All hazardous chemicals delivered to BNL shall be accompanied by an GHS Safety Data Sheets (SDS) with the format and content specified in 29CFR1910.1200. For information on the GHS SDS see OSHA Brief- Hazard Communication Standard: Safety Data Sheets Publication 3514 available at: https://www.osha.gov/Publications/OSHA3514.pdf . All hazardous chemicals delivered to BNL after 12/01/2015 shall have a label with the elements specified in 29CFR1910.1200 [product identifier; pictograms; signal words; hazard statement(s); precautionary statement(s); and manufacturer, importer, or distributor's name, address, and telephone number]. For information on the GHS label, see OSHA Brief- Hazard Communication Standard: Labels and Pictograms Publication 3636 available at: https://www.osha.gov/Publications/OSHA3636.pdf					
3.21	Age/Shelf Life and Storage Control: The Supplier shall have an effective storage and age control system for items where acceptability is limited by the age or manner of storage of the item. The system must include a method of identifying the expiration date on the containers in which material is delivered to the Buyer. Special handling conditions shall be recorded on certifications and shipping documents covering the material delivered to the Buyer. At the time of receipt, the material shall not have less than three-quarters of its shelf life remaining, without prior written approval from the Buyer for each shipment.					
3.22	Product Recalls/Product Bulletins/Safety Alerts: Any and all product recall alerts, product bulletins, or safety alerts should be communicated by email directly to ProductRecallAlert@BNL.gov. Provide the Purchase Order Number(s) and names of purchasers with notification to assist BNL in locating and identifying the subject material.					