

**ORDER FOR SUPPLIES OR SERVICES**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

|   |  |  |  |  |                       |                                      |
|---|--|--|--|--|-----------------------|--------------------------------------|
| 1. DATE OF ORDER <b>9/29/2006</b>   |  | 2. CONTRACT NO. (If any)               |  | 6. SHIP TO:  |                       |                                      |
| 3. ORDER NO. DR-04-06-113   |  | MODIFICATION NO.                       |  | a. NAME OF CONSIGNEE<br>U.S. Nuclear Regulatory Commission<br>Attn: Edward O'Donnel  |                       |                                      |
| 4. REQUISITION/REFERENCE NO. 04-06-113  |  | b. STREET ADDRESS<br>Mail Stop: T9 C34 |  |  | c. CITY<br>Washington |                                      |
| 5. ISSUING OFFICE (Address correspondence to)<br>U.S. Nuclear Regulatory Commission<br>Div. of Contracts<br>Attn: Adelis M Rodriguez<br>Mail Stop T-7-I-2<br>Washington, DC 20555 |  | d. STATE<br>DC                         |  | e. ZIP CODE<br>20555   |                       |                                      |
| 7. TO:  |  |  |  | f. SHIP VIA  |                       |                                      |
| a. NAME OF CONTRACTOR<br>JOHNS HOPKINS UNIVERSITY   |  |  |  | 8. TYPE OF ORDER   |                       |                                      |
| b. COMPANY NAME   |  |  |  | <input checked="" type="checkbox"/> a. PURCHASE  |                       | <input type="checkbox"/> b. DELIVERY |
| c. STREET ADDRESS<br>3400 N CHARLES ST RM 249   |  |  |  | Reference your _____<br>Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. |                       |                                      |
| d. CITY<br>BALTIMORE  |  |  |  | e. STATE<br>MD   |                       | f. ZIP CODE<br>212182680             |
| 9. ACCOUNTING AND APPROPRIATION DATA<br>B&R: 660-153-55223 Job: N6375 BOC: 252A Approp: 31X0200.660<br>DUNS: 001910777 Fss: RES-C06-404   |  |  |  | 10. REQUISITIONING OFFICE RES  |                       |                                      |

|   |   |   |  |                  |  |
|---|---|---|--|------------------|--|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) |   |   |  | 12. F.O.B. POINT |  |
| <input type="checkbox"/> a. SMALL                       | <input checked="" type="checkbox"/> b. OTHER THAN SMALL | <input type="checkbox"/> c. DISADVANTAGED           | <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED | N/A              |  |
| <input type="checkbox"/> d. WOMEN-OWNED                 | <input type="checkbox"/> e. HUBZone                     | <input type="checkbox"/> f. EMERGING SMALL BUSINESS |  |                  |  |

|               |  |                        |  |   |  |                    |  |
|---------------|--|------------------------|--|---|--|--------------------|--|
| 13. PLACE OF  |  | 14. GOVERNMENT B/L NO. |  | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) |  | 16. DISCOUNT TERMS |  |
| a. INSPECTION |  | b. ACCEPTANCE          |  |   |  |                    |  |

17. SCHEDULE (See reverse for Rejections)

| ITEM NO. (A)                                  | SUPPLIES OR SERVICES (B)  | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F)  | QUANTITY ACCEPTED (G) |
|---|---|----------------------|----------|----------------|-------------|-----------------------|
|   | The US Nuclear Regulatory Commission (NRC) intends to award a fixed price purchase order to John Hopkins University for the rent of equipment and other indirect costs for the laboratory support for US NRC employee Linda Veblen. |                      |          |                |             |                       |
| 001   | Rent for the FEI CM300-FEG transmission electron microscope   |                      |          |                | \$10,320.00 |                       |
| 002   | Rent for the Phillips EM420 transmission electron microscope  |                      |          |                | \$5,680.00  |                       |
| 003   | Rent for the JEOL 8600 Super probe electron microprobe  |                      |          |                | \$5,950.00  |                       |
| 004   | Other indirect costs: Phone, fax, copies, etc. JHU has to provide support documentation for this costs with every invoice, those costs will not to exceed \$1,200.00  |                      |          |                | \$1,200.00  |                       |
| Period of performance: 9-30-2006 to 9-30-2007 |   |                      |          |                |             |                       |

|                                     |  |                           |                      |                 |             |                           |
|-------------------------------------|--|---------------------------|----------------------|-----------------|-------------|---------------------------|
| 18. SHIPPING POINT                  |  | 19. GROSS SHIPPING WEIGHT |                      | 20. INVOICE NO. |             | 17(h) TOTAL (Cont. pages) |
| 21. MAIL INVOICE TO:                |  |                           |                      |                 |             |                           |
| SEE BILLING INSTRUCTIONS ON REVERSE | a. NAME<br>U.S. Nuclear Regulatory Commission<br>Payment Team, Mail Stop T-9-H-4 |                           |                      |                 |             | 17(i). GRAND TOTAL        |
|                                     | b. STREET ADDRESS (or P.O. Box)<br>Attn: (DR_04-06-113)                          |                           |                      |                 |             |                           |
|                                     | c. CITY<br>Washington  | d. STATE<br>DC            | e. ZIP CODE<br>20555 |                 | \$23,150.00 |                           |

|   |  |   |  |
|---|--|---|--|
| 22. UNITED STATES OF AMERICA BY (Signature) |  | 23. NAME (Typed)<br>Donald A King<br>Contracting Officer<br>TITLE: CONTRACTING/ORDERING OFFICER |  |
|---|--|---|--|

**ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS****A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE**

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

| NUMBER    | TITLE   | DATE     |
|-----------|---|----------|
| 52.222-42 | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)<br>STATEMENT OF EQUIVALENT RATES FOR<br>FEDERAL HIRES | MAY 1989 |
| 52.223-6  | DRUG-FREE WORKPLACE   | MAY 2001 |
| 52.233-4  | APPLICABLE LAW FOR BREACH OF<br>CONTRACT CLAIM  | OCT 2004 |
| 52.237-1  | SITE VISIT  | APR 1984 |
| 52.237-2  | PROTECTION OF GOVERNMENT BUILDINGS,<br>EQUIPMENT, AND VEGETATION  | APR 1984 |
| 52.243-1  | CHANGES--FIXED-PRICE  | AUG 1987 |

**A.2 52.213-2 INVOICES (APR 1984)**

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the subscription delivery, and (b) either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

|          |                    |          |
|----------|--------------------|----------|
| 52.213-3 | NOTICE TO SUPPLIER | APR 1984 |
|----------|--------------------|----------|

**A.3 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2006)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (FEB 2006).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (JUL 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its

outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy

such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

#### **A.4 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20**

#### **A.5 Other Applicable Clauses**

See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

#### **A.6 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

**Enclosure 1**

**BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS (October 2003)**

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission  
Division of Contracts - T-7-I-2  
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

NRC Property Management Officer  
Administrative Services Center  
Mail Stop - T-7-D-27  
Washington, DC 20555-0001

**HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC.** However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission  
One White Flint North - Mail Room  
11555 Rockville Pike  
Rockville, MD 20852

**HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS**

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by

typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.