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HR-10-738					U.S. Nuclear Regulatory Commission					
3. ISSUING OFFICE (Address correspondence to)					Attn: Henry Lynn, 423-855-6509					
U.S. Nuclear Regulatory Commission Div. of Contracts					Mail Stop: CTN Email: henry.lynn@nrc.gov					
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TEMPLATE - ADMOO

AUG 2 4 2010

A.1 PROJECT TITLE

The title of this project is as follows:

"PROCUREMENT FOR A HAND-DELD GAMMA SPECTROSCOPY INSTRUMENT"

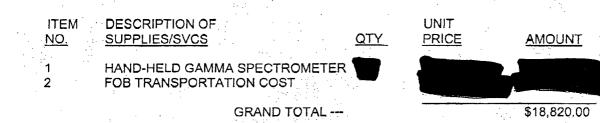
A.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall provide a portable gamma spectroscopy instrument for use as a training aid in various health physics courses taught to NRC Inspectors, Agreement State Inspectors, and other audiences.

A.3 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on August 19, 2010 and will expire September 30, 2010.

A.4 PRICE/COST SCHEDULE



A.5 DELIVERY SCHEDULE

ITEM NUMBER 001	MATERIAL # QUANTI IN1KL Inspector 1000 Digital Handheld	TY ESTIMATED DELIVERY Within 30 Days After Receipt of Delivery Order
002	IN1K Digital Handheld MCA	Within 30 Days After Receipt of Delivery Order
003	IPROL-1 1.5X1.5 LABR INTELL STABILIZED PROBE	Within 30 Days After Receipt of Delivery Order
004	FOB TRANSPORTATION COSTS	3

A.6 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

Name: Henry Lynn

Address: U.S. Nuclear Regulatory Commission TTC, Osborne Office Center 5746 Marlin Road, Suite 200 Chattanooga, TN 37411-5677

Telephone Number: (423) 855-6509

SECTION B - STATEMENT OF WORK

Specifications for A Hand-Held Gamma Spectroscopy Instrument

To acquire portable gamma spectroscopy instrument for use as a training aid in various health physics courses taught to NRC inspectors, Agreement State inspectors, and other audiences.

Specifically, we require a digital, portable, hand-held gamma spectrometer (multichannel analyzer or MCA) with the following features:

- Full featured, portable MCA with advanced gamma analysis for a wide range of gamma sources
- Real-time isotope identification and classification with activity and dose by isotope calculation;
- Detachable 1.5 in. x 1.5 in. lanthanum bromide (LaBr) enhanced resolution scintillator probe with energy range covering 30 keV to 3.0 MeV, fully compatible with the hand-held gamma spectrometer;
- Fully-loaded, built-in radionuclide identification algorithms (preferably Genie 2000 or equivalent advanced analysis algorithms);
- High-resolution color touch display;
- Built-in remote data transfer to a PC (i.e. PC compatible so data obtained from the spectrometer can be recorded on a
- PC and displayed for training purposes)
- Dose rate equivalent and count rate display and bar graph capabilities
- Audible warning and alarm limits for gamma dose rate
- Batteries
- All necessary cables, including cables from LaBr probe to the spectrometer and from the spectrometer to a PC, and from the spectrometer to a power source
- All necessary software to support the spectrometer and the LaBr probe

41.1

TASK ORDER TERMS AND CONDITIONS

C.1 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name: Henry Lynn

Address: U.S. Nuclear Regulatory Commission TTC, Osborne Office Center 5746 Marlin Road, Suite 200 Chattanooga, TN 37411-5677

Telephone Number: (423) 855-6509

(b) The project officer shall:

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(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(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.

(4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

C.2 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

C.3 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if:

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

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C.4 INVOICE SUBMISSION

Invoices shall be submitted to the following address:

Department of Interior / NBC

- NRCPayments@nbc.gov and the second second
- Attn: Fiscal Services Branch D2770
- 7301 W. Mansfield Avenue Denver, CO 80235-2230

C.5 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.

C.6 COMPLIANCE WITH U.S IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website,

http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

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C.7 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

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ATTACHMENT I

BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (JUNE 2008)

<u>General</u>: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of 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/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, 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."

<u>Number of Copies</u>: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

<u>Designated Agency Billing Office</u>: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at <u>NRCPayments@nbc.gov</u>

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: <u>Property@nrc.gov</u>

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address: Department of the Interior National Business Center Attn: Fiscal Services Branch - D2770

7301 West Mansfield Avenue Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission NRC Property Management Officer Mail Stop: O-4D15 Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Page 1 of 3

ATTACHMENT

BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (JUNE 2008)

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

<u>Frequency</u>: The contractor shall submit a voucher/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.

<u>Preparation and Itemization of the Voucher/Invoice</u>: 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:

- 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. A description of articles or services, quantity, unit price, and total amount.
- For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more 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.

Page 2 of 3

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."

<u>Currency</u>: 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.

Supersession: These instructions supersede any previous billing instructions.

Page 3 of 3