BSA's Contractual Representative	Overall Value Amount	Contract Type	Contract Number
Mark Bryan	**TBD**	**Firm Fixed Price**	**457842**

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 manufacture and test the Absorber Steel Structure modules.

All work shall be conducted in strict accordance with the attached:

- Attachment B – EIC-DET-SOW-026 Statement of Work for the Forward Hadronic Calorimeter Absorber Structure Rev. 7 dated 06-18-26;
- Attachment C - Technical Specification EIC-DET-SPC-021, dated 6-18-26;
- Attachment D - Drawing EPC-FWD-HCL-DET-ASM-100, Rev. 5;
- Attachment E - Drawing EPC-FWD-HCL-DET-ASM-200, Rev. 3;
- Attachment F – BNL-QA-101

A. Reports/Deliverables: The Contractor shall provide the following deliverable(s) to BSA's Technical Representative (Tech Rep):

Deliverable	**Due Date**	**BSA Approval**
Program Plan	Four weeks after award	Yes
Manufacturing/Inspection/Test Plan	Four weeks after award	Yes
Acceptance Test Procedure (ATP)	Prior to first use	Yes
Delivery of (5) Pre-Production Units	10 weeks after award	Yes
Pre-Production Units End Item Documentation	10 weeks after award	Yes
Delivery of 845 8M modules	78 weeks after award	Yes
End Item Documentation	78 weeks after award	Yes

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Delivery of 216 8M modules (option 1)	130 weeks after award	Yes
End Item Documentation (option 1)	130 weeks after award	Yes
Delivery of 72 4M modules (option 1)	130 weeks after award	Yes
End Item Documentation (option 1)	130 weeks after award	Yes

II. PERIOD OF PERFORMANCE

This Contract shall be effective as of the date executed by both parties. It shall remain in effect through _____. ***There is one (1) additional option period that is exercisable at the unilateral discretion of BSA. The option, if exercised, will be exercised by written modification at the prices below.***

Option One (1):
Quantity 216 8M and 72 4M modules: BSA has the right to exercise an additional option for up to 216 8M and up to 72 4M modules within 104 weeks from date of contract execution. The delivery of Option 1 shall conform to the delivery schedule outlined in the Statement of Work and the period of performance shall be 52 weeks from date of option execution.

Note: No work shall start on the Option unless a modification is issued by BSA to exercise the Option.

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 **TBD** U.S. Dollars ($0.00). The said sum shall constitute full compensation for all services and materials furnished hereunder to produce 850 8M modules and provide the end item documentation for such.

Option 1:
The option to provide an additional 216 8M modules and 72 4M modules has been priced at $_____ per unit or $_____ USD for all 216 8M modules and 72 4M modules and remains unfunded at time of award. BSA retains the right, should funds become available and it is determined to be in its best interest to do so, to unilaterally exercise this option.

Total Contract Value: At no time shall the total contract value, inclusive of the base amount and the option, exceed _____ US Dollars ($XXXXXX).

B. **Payment:** Payment will be made upon receipt and approval of properly certified invoices. Payment will be in accordance with the following milestone payment schedule:

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Milestone	**Amount**	**Cumulative Amount**
Program Plan	TBD	TBD
Delivery of five (5) pre-production units	TBD	TBD
End item documentation, pre-production units	TBD	TBD
Delivery of 8M modules (batch 1), 845 modules	TBD	TBD
End item documentation (batch 1)	TBD	TBD
Delivery of 8M modules (batch 2), 216 modules (Option)	TBD	TBD
End item documentation (batch 2) (Option)	TBD	TBD
Delivery of 4M modules (batch 2), 72 modules (Option)	TBD	TBD
End item documentation (batch 2) (Option)	TBD	TBD

Payment terms are Net 10.

Invoices shall be directed to BSA's Accounts Payable Department 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 email, to apinvoices@bnl.gov.

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 *(for North American shipments insert:)* FOB Oak Ridge National Laboratory, Oak Ridge, Tennessee, Freight Prepaid, *(for foreign shipments insert:)* "DAP" Delivered At Place, Oak Ridge National Laboratory, Oak Ridge, Tennessee.

Labeling, Packing, and Notification Requirements:

UT-Battelle, LLC
c/o Oak Ridge National Laboratory
Oak Ridge, TN 37831-6339

Shipping Terms - Delivery Drivers Must be U.S. Citizens:

All deliverables coming onsite to a DOE laboratory, including Oak Ridge National Laboratory (ORNL), must be delivered by a United States citizen. If a foreign national attempts to deliver anything to the ORNL site, the driver will be instructed to turn around and will not be allowed onsite. All shipments must comply with the following labelling requirements. Failure to do so may result in delayed payments. Labels must be placed on the upper left portion of the container when possible and contain:

Brookhaven National Laboratory
Brookhaven's Contract Number

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The maximum limits for FedEx Express U.S. packages are 150 lbs.; up to 119 inches in length and 165 inches in length and girth.

For shipments exceeding 150 pounds or that must be shipped via a commercial LTL or TL common carrier - routing instructions to be provided by Brookhaven National Laboratory Transportation Group:

Seller to email the following information to:
logistics@ornl.gov, WarehouseOperations@bnl.gov, mbryan@bnl.gov, keyser@bnl.gov
Purchase Order number
Item description
Origin- Shipping Point
Destination (anything that differs from ORNL- Bethel Valley Road) Estimated Weight, dimensions, and outer package (crate, pallet, box, etc.) Special considerations- value, refrigeration, etc.

If you do not ship via this method or make other arrangements with the purchasing agent, you may not be paid for all the shipping expenses.

Delivery Hours
NOTE: Deliveries are accepted Monday through Friday, from 7:00 a.m. to 3:00 p.m. (Local Time). Any shipment offloads that require the use of a crane after 1:00 p.m. must be coordinated specifically with the Company's Receiving Department or may be rejected.

Packing and Shipment
The Seller is responsible for all packing and shipping provisions to ensure that the equipment arrives to the Company's site in an undamaged condition. The Instrument shall be suitably packed, rigidly crated, braced and protected against weather, damage, and strain during shipment.

Ocean Shipments
Foreign shipments transported via ocean freight must use the **10+2 REQUIREMENTS Form** (PDF). The form must be completed by the Contractor 72 hours before departure of the vessel.
Send form to the following:

- Interfreight Harmonized Logistics, Inc.
  Fax: 516-371-6880
  bnl@interfreight.net

- Brookhaven National Laboratory
  WarehouseOperations@bnl.gov

Once the form is submitted to customs, an acceptance number will be provided. Freight will not be loaded onto a vessel without an acceptance number. Failure to submit the 10+2 form may result in fines. It is the Contractor's responsibility to make sure the 10+2 form is submitted 72 hours prior to the vessel sailing. BSA

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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.

IV. AUTHORIZED REPRESENTATIVES

A. **BSA's Technical Representative:** _____, telephone no. _____, _____(email), is BSA's Technical Representative, and shall act as liaison between BSA and the Contractor in technical matters only.

B. **BSA's Contractual Representative:** Mark Bryan, telephone no. 631-344-5660, mbryan@bnl.gov (email), 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 Contractual Representative or designee.

C. **Contractor's Technical Representative**: _____, telephone no. _____, _____(email), is the Contractor's authorized Technical Representative, and shall act as point of contact between BSA and the Contractor in technical matters only.

C. **Contractor's Contractual Representative:** _____, telephone no. _____, _____(email), is the Contractor's authorized Contractual Representative and shall act as liaison between BSA and the Contractor.

V. ADDITIONAL TERMS

The provisions of Brookhaven Science Associates, LLC, General Terms and Conditions for Non-Commercial Items, (Rev. 24.0, dated April 2026) 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 at PPM | Terms and Conditions. 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): BSA General Terms and Conditions for Non-Commercial Items, Rev. 24.0; (April 2026)
Attachment (B) - EIC-DET-SOW-026 Statement of Work for the Forward Hadronic Calorimeter Absorber Structure Rev. 7 dated 06-18-26
Attachment (C) - Technical Specification EIC-DET-SPC-021, dated 6-18-26
Attachment (D) - Drawing EPC-FWD-HCL-DET-ASM-100, Rev. 5
Attachment (E) - Drawing EPC-FWD-HCL-DET-ASM-200, Rev. 3

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Attachment (F) – BNL-QA-101
Attachment (G) - RFP 457842 Questions and Answers

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

ACCEPTED:

CONTRACTOR	**BROOKHAVEN SCIENCE ASSOCIATES, LLC.**
By: _____	**By:** _____
Name: _____	**Name:**_____
Title: _____	**Title:**_____
Date: _____	**Date:** _____

Should you accept this Contract without exception or alteration, a copy of the Contract 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.

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