AMENDMENT

Amendment Date: May 1, 2018
Amendment Number: 1
Contract ID: 41633
Event ID: EVT0004261
Procurement Officer: Aubrey L Waters
Telephone: 785-296-2401
E-Mail Address: aubrey.waters@ks.gov
Web Address: http://admin.ks.gov/offices/procurement-and-contracts

Item: Personal Dosimetry Services
Agency/Business Unit: Statewide - Optional Use
Period of Contract: June 1, 2016 through May 31, 2021
                     (Final Renewal)

Contractor: MIRION TECHNOLOGIES GDS INC
            2652 MCGAW AVE
            IRVINE, CA 92614-5840
Vendor ID: 0000287907
FEIN: 80-0076385
Contact Person: Kathy Habil
E-Mail: khabil@mirion.com
Toll Free Telephone: 888-437-1714
Local Telephone: 949-419-1000
Fax: 949-296-1144

Conditions:

By mutual agreement of both parties, this contract is renewed for the period of June 1, 2018 through May 31, 2021.

Signatures on file.
CONTRACT AWARD

Date of Award: April 28, 2016
Contract ID: 41633
Event ID: EVT0004261
Replace Contract: 35660

Procurement Officer: Aubrey L Waters
Telephone: 785-296-2401
E-Mail Address: aubrey.waters@ks.gov
Web Address: http://admin.ks.gov/offices/procurement-and-contracts

Item: Personal Dosimetry Services
Agency/Business Unit: Statewide - Optional Use
Period of Contract: June 1, 2016 through May 31, 2018
(With the option to renew for three (3) additional twelve (12) month periods)

Contractor: MIRION TECHNOLOGIES GDS INC
2652 MCGAW AVE
IRVINE, CA 92614-5840
Vendor ID: 0000287907
FEIN: 80-0076385
Contact Person: Kathy Habil
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Local Telephone: 949-419-1000
Fax: 949-296-1144

Payment Terms: Net30

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may use a P-Card for purchases from this contract.

Administrative Fee: No Administrative Fee will be assessed against purchases from this contract.

The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: http://www.da.ks.gov/purch/Contracts/
1. Terms and Conditions

1.1. Contract Documents
In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:
- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

1.2. Captions
The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

1.3. Definitions
A glossary of common procurement terms is available at http://admin.ks.gov/offices/procurement-and-contracts, under the "Procurement Forms" link.

1.4. Contract Formation
No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

1.5. Notices
All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts
900 SW Jackson, Suite 451-South
Topeka, Kansas  66612-1286
RE:  Contract Number 41633

or to any other persons or addresses as may be designated by notice from one party to the other.

1.6. Statutes
Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

1.7. Governing Law
This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

1.8. Jurisdiction
The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.
1.9. **Mandatory Provisions**
The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

1.10. **Termination for Cause**
The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

1.11. **Termination for Convenience**
The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

1.12. **Rights and Remedies**
If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

1.13. **Antitrust**
If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

1.14. **Hold Harmless**
The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.
The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

1.15. **Force Majeure**

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

1.16. **Breach**

Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

1.17. **Assignment**

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

1.18. **Third Party Beneficiaries**

This contract shall not be construed as providing an enforceable right to any third party.

1.19. **Waiver**

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

1.20. **Injunctions**

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

1.21. **Staff Qualifications**

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

1.22. **Subcontractors**

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements
of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

1.23. **Independent Contractor**

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

1.24. **Worker Misclassification**

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers’ compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

1.25. **Immigration and Reform Control Act of 1986 (IRCA)**

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

1.26. **Proof of Insurance**

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

1.27. **Conflict of Interest**

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

1.28. **Nondiscrimination and Workplace Safety**

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

1.29. **Confidentiality**

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the
Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy or render it unreadable.

1.30. HIPAA Confidentiality

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement.

1.31. Environmental Protection

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

1.32. Care of State Property

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

1.33. Prohibition of Gratuities

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

1.34. Retention of Records

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

1.35. Off-Shore Sourcing

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the
Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

1.36. **On-Site Inspection**
Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

1.37. **Indefinite Quantity Contract**
This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

1.38. **Prices**
Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

1.39. **Contract Price**
Statewide contracts are awarded by the Procurement and Contracts to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to “buy off state contract” may be granted by the Procurement and Contracts.

1.40. **Payment**
Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

1.41. **Invoices**
Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

- date of invoice.
- date of shipment (or completion of work);
- purchase order number and contract number;
- itemization of all applicable charges; and
- net amount due.

1.42. **Accounts Receivable Set-Off Program**
If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted /
setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq, allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas, state agencies, municipalities, or the federal government. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

1.43. Federal, State and Local Taxes
Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

1.44. Quarterly Reports
The Contractor shall be required to file a quarterly report by each state agency or political subdivision making purchases under this contract. Reports are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees (see below). Above referenced reports are to be filed with Procurement and Contracts Open Records Officer or his/her designee located at 900 SW Jackson, Ste. 451-South, Topeka, KS 66612-1286. Reports may also be required to be submitted to the specific using agency.

Electronic files shall be e-mailed to the following e-mail address: reports@da.ks.gov, in Microsoft® Excel or Microsoft® Access Database format.

The required reporting format may be found on Procurement and Contracts website at http://admin.ks.gov/offices/procurement-and-contracts, under the "Procurement Forms" link.

Report Types - Reports shall be available reflecting the following information. Agencies and Procurement and Contracts reserve the right to request additional information.

- Sales Summary -- Report shall include a list of agencies and political subdivisions who have used the contract, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold -- Report shall include a list of items sold to agencies and political subdivisions, indicating the contract price and using agency, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold, by Agency - Same as above, except sorted by agency.

1.45. Shipping and F.O.B. Point
Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

1.46. Deliveries
All orders shall be shipped to arrive at the agency no less than five days prior to the exchange date.
Dosimeters shall be received within five days for ‘expedited use’ and within three days for ‘emergency use’, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform Procurement and Contracts of any supply or delivery problems. Continued delivery problems may result in termination of the contract for cause.

1.47. Charge Back Clause
If the Contractor fails to deliver the product within the delivery time established by the contract, the State reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the Contractor.

1.48. Debarment of State Contractors
Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

1.49. Materials and Workmanship
The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor’s own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.

1.50. Industry Standards
If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

1.51. Implied Requirements
All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

1.52. New Materials, Supplies or Equipment
Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.
1.53. **Warranty**
The State requires a "standard" warranty of 365 days. This warranty shall be included in the cost of the product or equipment.

The Contractor will be the sole point of contact on any problems with the product, equipment or systems during the warranty period.

The Contractor shall be responsible for all work performed under this contract. The Contractor shall make good, repair and replace, at the Contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of agency or Procurement and Contracts said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

1.54. **Inspection**
The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

1.55. **Acceptance**
No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

1.56. **Ownership**
All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

1.57. **Information/Data**
Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

1.58. **Certification of Materials Submitted**
The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

1.59. **Transition Assistance**
In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

1.60. **Integration**
This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

1.61. **Modification**
This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
1.62. **Severability**

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
2. Specifications

This dosimetry service provides external personal processed dosimeters for the assessment of radiation exposures both to measure and to quantify radiation doses for occupational workers for the purpose of demonstrating compliance with regulatory limits on radiation dose and of showing that such doses are as low as reasonably achievable (ALARA).

The service will determine personal dose equivalent for occupational conditions and absorbed dose for accident conditions and includes thermoluminescent, and/or track-etch, and/or optically stimulated luminescent dosimeters performed for health protection under low dose and high dose conditions. The service includes preparation and shipment of dosimeters, measurement and analysis of dosimeters, recordkeeping and reporting, and document storage for measuring photon (x and gamma ray), beta, and neutron radiation.

Dosimetry Processors may not contract parts of this dosimetry service to another Contractor.

The Contractor shall be able (1) to meet these requirements, (2) to show certification for the types of dosimetry services for which certification has been granted, (3) to document standard procedures, the validity of dosimeter design for the energies being measured, facility assessments and inspections, the use and implementation of current electronic media, evidence of a positive safety culture and sustainability, and demonstration of the commitment to best practices.

Preference will be given to those processors who are able to meet the conditions in the paragraph above and who are able to provide:

a. web based online database management for corrections, deletions, and additions.
b. downloadable files in dbf or dat formats for series and individual pdf for agency software.
c. annual reports from the online management systems.
d. dosimeters with dose measurement ranges of 5 keV to more than 10 MeV for photon (x-ray and gamma ray) and of 150 keV to 10 MeV for beta particles, and of 40 keV to 10 MeV for fast neutrons, and 0.25 ev to 40 keV for thermal and intermediate neutrons.
e. the minimum reportable dose beginning at 1 mrem up to 10 mrem for whole body.
f. the current service for a Kansas agency. The labor hours are considered for converting from one Dosimeter Processor to another.

Kansas agencies understand that there are primarily two types of dosimeter systems. Some agencies have been using thermoluminescent dosimeters. Other agencies have been using aluminum oxide dosimeters. Film is not a sustainable option.

2.1. GENERAL SPECIFICATIONS

The dosimetry service shall meet the acceptable performance and standardized testing conditions for personal dosimetry initiated by the Conference of Radiation Control Program Directors and developed as a joint agency effort with the National Health Physics Society (HPS), the American National Standards Institute (ANSI), and the U.S. Nuclear Regulatory Commission (NRC), and described in ANSI/HPS N13.11-2009 (R2015) (Approved January 13, 2009, and Reaffirmed March 12, 2015). Tests are conducted under controlled conditions and include irradiation with photons, beta particles, neutrons, and selected mixtures of these radiations, and include a range of delivered absorbed doses or personal dose equivalents and tolerance levels.

The service shall be accredited under the National Voluntary Laboratory Accreditation Program (NVLAP) of the National Institute of Standards and Technology (NIST) for satisfactory compliance with criteria described in the Code of Federal Regulations, 10CFR20.1501:

All personnel dosimeters (except for direct and indirect reading pocket ionization chambers and those dosimeters used to measure the dose to the extremities) that require processing to determine the radiation dose and that are used by licensees to comply with the occupational dose limits of 10CFR20.1201, must be processed and evaluated by a dosimetry processor—
(1) Holding current personnel dosimetry accreditation from the National Voluntary Laboratory Accreditation Program (NVLAP) of the National Institute of Standards and Technology; and

(2) Approved in this accreditation process for the type of radiation or radiations included in the NVLAP program that most closely approximates the type of radiation or radiations for which the individual wearing the dosimeter is monitored.

The National Voluntary Laboratory Accreditation Program (NVLAP) serves as a means of providing procedures for testing the performance of dosimetry systems, i.e., the hardware, the software, and the processor supplying the services for the purposes of monitoring personnel exposure to ionizing radiation. There are five (5) categories of certification each of which is necessary to demonstrate the performance of a dosimetry system suitable for use in multiple types of radiological conditions. The dosimetry service must demonstrate compliance with the types of radiation as specified in ANSI/HPS N13.11-2009 (R2015) and summarized below. The boundary of acceptable performance of a dosimeter system is specified therein.

Dosimeters which are used for environmental monitoring must meet ANSI/HPS N13.37-2014 and Regulatory Guide DG-4019, Environmental Dosimetry – Performance Specifications, Testing, and Data Analysis (June 2014-Draft)

2.2. DEFINITIONS

**Absorbed dose.** The energy (mean) imparted to matter by ionizing radiation per unit mass of irradiated material at the place of interest. The special name for the unit of absorbed dose is gray (Gy). One gray Gy is 1 joule per kilogram. The special unit of absorbed dose, rad is 0.01 Gy. Absorbed dose stands for the absorbed dose in the material of interest, that is soft tissue or in a phantom approximating soft tissue in composition.

**ALARA.** “As low as is reasonably achievable (ALARA),” when used to describe exposures to radiation workers, means that every reasonable effort has been made to maintain exposures to radiation workers as far below the dose limits specified in these regulations as is practical, consistent with the purpose for which the licensed or registered activity is undertaken, taking the following into account:

(1) the state of technology;
(2) the economics of improvements in relation to the state of technology;
(3) the economics of improvements in relation to benefits to public health and safety and to other societal and socioeconomic considerations; and
(4) the economics of improvements in relation to the utilization of nuclear energy and licensed or registered sources of radiation in the public interest.

**Angular dependence.** The response of a dosimeter as a function of radiation angle of incidence relative to the plane of the dosimeter compared with the response of the dosimeter with the same radiation at normal (perpendicular) incidence.

**Deep dose equivalent (H\text{d}).** Applies to external whole body exposure, means the dose equivalent at a tissue depth of one centimeter (1000 mg/cm\textsuperscript{2}).

**Dosimeter.** A device to assess the absorbed dose or personal dose equivalent from ionizing radiation received by a person. The dosimeter consists of radiation-sensitive elements and their surrounding packaging.

**Dosimetry Processor.** Dosimetry processor means an individual or an organization that processes and evaluates individual monitoring devices in order to determine the radiation dose delivered to the monitoring devices.

**Dosimetry system.** Those entities which go into the management of the quality of the final reported absorbed dose or personal dose equivalent from a dosimeter, including the hardware, software and processor (i.e., the supplier of services).
**Effective dose equivalent (HE).** The sum of the products of the dose equivalent to each organ or tissue (HT) and the weighting factor (wT) applicable to each of the body organs or tissues that are irradiated (HE = Σ wTHT).

**External dose.** That portion of the dose equivalent received from any source of radiation outside the body.

**Extremity dose.** The external dose equivalent to the hand, elbow, arm below the elbow, foot, knee, and leg below the knee.

**Eye dose equivalent.** The external dose equivalent to the lens of the eye at a tissue depth of 0.3 cm, or 300 g/cm².

**Irradiating laboratory, IL.** A laboratory possessing radiation sources, calibration equipment, and associated facilities that is able to irradiate dosimeters from the test sample to radiation quantities known to a high degree of certainty.

**Lower limit of detection, LLDD.** The smallest value of personal dose equivalent that can be measured reliably by a dosimeter.

**Occupational dose.** The dose received by an individual in a restricted area or in the course of employment in which the individual's assigned duties involve exposure to sources of radiation, whether in the possession of the licensee, registrant, or other person. The term "occupational dose" shall not include any dose received from background radiation; as a patient from medical practices; from voluntary participation in medical research programs; or as a member of the public.

**Personal Dose Equivalent.** The dose equivalent in soft tissue below a specified point on the body at an appropriate depth d. The individual equivalent dose defined in ICRP 60 (ICRP 1991) is equivalent to the personal dose equivalent defined in ICRU 47 (ICRU 1992). The unit of the personal dose equivalent is joule per kilogram (J/kg) with the special name sievert (Sv).

**Processor. (Dosimetry Processor.)** A supplier of personnel dosimetry services. These services include: (1) furnishing dosimeters to the user; (2) evaluating the readings of the dosimeters after their return in terms of the absorbed dose or personal dose equivalent as prescribed in the standard; (3) recording the results, and (4) reporting them to the user.

**Radiation field.** A region in which ionizing radiation of a known type, and known spectral and angular distribution, is present and whose intensity is able to be quantified at one or more points in terms of a field quantity such as fluence or air kerma rate.

**Shallow absorbed dose or shallow dose equivalent.** The absorbed dose or dose equivalent at a depth of 0.007 cm in a material of unit density.

**Shallow dose equivalent (H₉).** Applies to the external exposure of the skin or an extremity, means the dose equivalent at a tissue depth of 0.007 centimeter, of 7 mg/cm² averaged over an area of one square centimeter.

**Tolerance Level.** The boundary of acceptable performance of a dosimeter system.

**Total effective dose equivalent (TEDE).** The sum of the deep dose equivalent for external exposures and the committed effective dose equivalent for internal exposures.


Several dosimetry uses and radiological conditions are outside the scope of this standard because of dosimeter design, limitations of dosimetry systems, and practical considerations of testing equipment and sources. These include thermal neutrons, high energy neutrons, (greater than 3 MeV), and extremity dosimeters (covered in ANSI N13.32-2008). The scope of the standard is sufficiently comprehensive that satisfactory performance implies that a
dosimetry processor user is competent to assess personal dose under a broad range of field conditions using the tested dosimetry system for those categories for which they were tested. (Reference to and quoted verbatim from ANSI/HPS N13.11-2009, Reaffirmed March 12, 2015.)

**Category I - Accident, photons**
High doses from photons from Cs-137 and NIST technique M150 are used for the accident category I. In the general subcategory 1A, the radiation field in which each dosimeter is to be irradiated shall be chosen at random by the Irradiating Laboratory (Processor) with the provision that at least three dosimeters will be irradiated using each source. Subcategories IB and IC use only the specified source for all irradiations.

**Category II – Photons/Photon mixtures**
This category comprises irradiations to single and mixed photons radiation fields. Its four subcategories provide testing for different workplace environments. The IL will select 21 dosimeters for testing in category II, regardless of the number or combination of subcategories selected by the test participant. Specific photon radiation fields shall be chosen at random by the IL for each irradiation, subject to the limits on numbers of dosimeter irradiated at non-perpendicular incidence, in mixture combinations, or with low average photon energies as specified.

This category includes irradiation in a single high-energy field greater than 500 keV at perpendicular incidence, irradiation with photons with average energies below 100 keV, irradiation with mixtures with one irradiation greater than 500 keV and one irradiation with less than 500 keV,

Each of the four subcategories includes photon with energies greater 500 keV, so photon/photon mixture irradiations, and irradiations at non-perpendicular incidence are included regardless of the subcategory selected for testing.

If any dosimeter is irradiated with an average photon energy less or equal to 70 keV, or is irradiated as a mixture, the irradiation(s) shall be conducted at perpendicular incidence. If the average energy of the photon field is greater than 70 keV, the angle of incidence for each irradiation shall be chosen at random by the Irradiating Laboratory from horizontal and vertical orientations at angles of 0 degrees, plus/minus 40 degrees or plus/minus 60 degrees.

**Category III - Betas**
This category comprises irradiations in a single beta particle radiation field. All dosimeters are irradiated at perpendicular incidence. For the general beta subcategory IIIA, the specific beta irradiation field shall be chosen at random by the IL with the provision that at least three dosimeters shall be irradiated using the high-energy (E >500 keV) beta source and at least three shall be irradiated using the low-energy (E <500 keV) beta source.

**Category IV – Photon/Beta Mixtures**
This category comprises irradiations to mixed photon and beta particle radiation fields. Dosimeters tested in this category shall be irradiated at perpendicular incidence in a beta field corresponding to the subcategory in which the participant is tested in category III and in photon field corresponding to the subcategory in which the participant is tested in category II.

**Category V – Neutron/Photon Mixtures**
This category comprises irradiations to mixed neutron and photon fields. Dosimeters tested in this category shall be irradiated at perpendicular incidence.

2.4. **Test Categories, Test Irradiation Ranges, and Tolerance Levels (Deep/Shallow)**

I. **Accidents, Photons**
   A. General (B and C, random) 0.05 to 5 Gy 0.24/no test
   B. Cs-137
   C. M150 (0.5 mm Al, 0.25 mm Cu) (73 keV)
II. Photons / Photon Mixtures
   A. General (Energy ≥ 20 keV; perpendicular if energy is ≤ 70 keV) 0.5 to 50 mSv 0.30/0.30
   B. High Energy (Cs-137, Co-60, angle less than 60 degrees)
   C. Medium E (greater than 70 keV, angle less than 60 degrees)
   D. Plutonium specific

III. Betas
   A. General (B and C, random) 2.5 to 250 mSv no test/0.30
   B. High E (Sr-90/Y-90)
   C. Low E (Kr-85)
   D. Uranium slab

IV. Photon / Beta Mixtures
   Shallow 3 to 300 mSv 0.30
   Deep 0.5 to 50 mSv 0.30

V. Neutron / Photon Mixtures
   A. General (B and C, random) 1.5 to 50 mSv 0.30 / no test
   B. Cf-252 plus II
   C. Cf-252 (D2) plus II

2.5. RADIATION SOURCES
   The following radiation sources shall be available to confirm the various categories of the NVLAP certification:

1. At least one Cs-137 and optionally one Co-60 gamma ray source.
2. At least one constant potential x-ray machine operable in the range between 30 kV or less, and 300 kV with beam filters and thicknesses.
3. An Am-241 gamma ray source with filtration sufficient to attenuate the low energy photons (< 40 keV) to less than 1% of the fluence of the 59.5 keV gamma radiation.
4. A sealed Sr-90/Y-90 beta-particle source equipped with a 100-mg/cm2 filter (nominal) to absorb the Sr-90 beta particle.
5. A sealed Kr-85 beta-particle source whose residual maximum energy equals or exceeds 0.53 MeV, and the in-phantom absorbed dose at 7 mg/cm2 shall be 0.80.
6. A slab of natural or depleted uranium of dimensions exceeding the dimensions of the dosimeter being irradiated, covered by between 3 and 7 mg/cm2 of polyethylene.
7. A sealed Cf-252 neutron source able to be used bare and at the center of a D2O moderating sphere 30 cm in diameter covered with a cadmium shell with a thickness in the range of 0.5 mm to 1 mm to produce moderated neutrons.

2.6. FACILITY EVALUATION AND VENDOR QUALIFICATION
   1. Provide current NVLAP Proficiency Test certification for each dosimeter.
   2. Provide facility audit reviews or certifications provided by other agencies in addition to the NVLAP certifications.
   3. Provide measurement uncertainties or accuracy at the 95% confidence interval.

2.7. FACILITY STANDARD OPERATING PROCEDURES
   Established operating procedures are absolutely essential to assuring a quality dosimetry program. As such, provide procedures for the following.

1. Control Dosimeter and Background Dose Assignments. Dosimeter Manufacturer
   Control dosimeters and background dose assignments play a vital role in accurately reporting occupational dose. Describe
   a. how the calculated average background dose is assigned for dosimeters that are returned without controls.
b. the dosimeter manufacturing date, dosimeter reuse, and how the manufacturing date for each dosimeter is identified.

2. Lost and Missing Dosimeters
   Procedures for evaluating dosimeters that are not returned at the end of the wear period or that are damaged impact the dosimeter program. Describe
   a. the grace period for returning dosimeters beyond the end of the wear period.
   b. what constitutes a lost dosimeter or damaged dosimeter.

3. Dosimeter Accountability
   Accountability for each dosimeter and the ability to read and reread each dosimeter for dose assessment provides the needed quality assurances.
   a. Provide a description of how each dosimeter is individually tracked.
   b. Describe requirements and procedures for rereading dosimeters when requested by an agency.
   c. Describe dosimetry handling procedures upon receipt from the agency.

2.8. SHIPMENT SPECIFICATIONS
   1. Dosimetry (thermoluminescent, track-etch or optically stimulated luminescent) shall be shipped to arrive at the agency no less than five days prior to the exchange date.

   2. Each dosimeter shall be provided with a dosimeter holder that shall be of durable plastic and shall contain suitable filters to correct for variation in response of the dosimeter to different types and energies of radiation, including, but not limited to, filters which may indicate direction of exposure. The dosimeter shall have a clip so that it can be readily and firmly attached to the garment of the wearer.
   
   The Department of Transportation requires a one piece dosimeter system to facilitate field use.

   3. Dosimeters requiring Photon (x or gamma ray), Beta, and Neutron (if requested) monitoring shall be provided with a single dosimeter.

   4. Control dosimeters are to be provided with each shipment and/or series.

   5. Dosimeters for the monitoring of the fetus are to be provided as needed.

   6. Unassigned dosimeters shall be provided as requested.

   7. Dosimeters shall be provided within five days for ‘expedited use’ and within three days for ‘emergency use’.

2.9. RECORD KEEPING SPECIFICATIONS
   1. The Processor shall maintain comprehensive permanent records. The records may be either electronic and/or hard copy.

   2. Routine reports, determined by the monthly or quarterly evaluation, shall be emailed or mailed teach account or or user following each evaluation. Note: Agencies reserve the right to specify administrative alert levels for doses that will require notification by the dosimetry provider within 48 hours after a dosimeter is evaluated.

   3. Dosimeter reports shall be sent to the applicable agency within ten (10) days after receiving the dosimeters.

   4. The minimum information required on each report for dosimeters assigned to personnel is:
      a. Employee name, personnel identification, gender, and birth date;
      b. Current exposure readings for photon (x and gamma ray), beta and neutron radiation will be stated as deep dose equivalent, eye dose equivalent, and shallow dose equivalent. Shallow dose equivalent is to be reported for the whole body and if extremity dosimeter is worn, for the exposed extremity;
      c. Monitoring Period;
d. Cumulative exposure for calendar year;
e. Planned special exposures per agency request;
f. Exposure to fetus per agency request.
5. A sample dosimetry report shall be provided with the bid.

2.10. **ACCOUNT MAINTENANCE SPECIFICATIONS**
1. Each institution requiring radiation monitoring service of any kind will advise the contractor of:
   a. Number of dosimeters required (estimate below)
   b. Name of individual and nomenclature or number to be used for identification of dosimeters.

2. All changes shall be received no less than 10 days prior to the start of the next wear period to be included in the next scheduled shipment.
3. **Cost Sheet**

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<thead>
<tr>
<th>Service</th>
<th>Charge Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Set Up for new participants:</td>
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</tr>
<tr>
<td>Fetal Monitoring</td>
<td>No Charge / badge</td>
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<tr>
<td>Emergency Processing Deletions from account Additions to account</td>
<td>$75.00 / occurrence + $12.00 / badge</td>
</tr>
<tr>
<td>On-line Access</td>
<td>No charge / change</td>
</tr>
<tr>
<td>File Transfer charges</td>
<td>No charge / change</td>
</tr>
<tr>
<td>Extra shipments (Ten days)</td>
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</tr>
<tr>
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</tr>
<tr>
<td>Within Three Day Emergency</td>
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</tr>
<tr>
<td>Lost or damaged dosimeters</td>
<td>$12.00 / each</td>
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<tr>
<td>Luminescence RING TLD</td>
<td>$5.00 / each</td>
</tr>
<tr>
<td>ALARA Quarterly Recap: ALARA Memo</td>
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</tr>
<tr>
<td>Duplicate Records</td>
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<tr>
<td>Individual Annual Summaries</td>
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<tr>
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<tr>
<td>NRC Form 5 report</td>
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<tr>
<td>Email notification (above 250 mrem)</td>
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<tr>
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</tr>
<tr>
<td>TLD Ring Dosimeters</td>
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<tr>
<td>TLD Whole Body (Photon, Beta, Neutron)</td>
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<tr>
<td>TLD Whole Body (Photon, Beta, Neutron)</td>
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</tr>
<tr>
<td>Optically Stimulated Luminescence (Photon, Beta)</td>
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</tr>
<tr>
<td>Optically Stimulated Luminescence (Photon, Beta, Neutron)</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Control Dosimeters</td>
<td>No charge / badge, per series</td>
</tr>
</tbody>
</table>
4. Contractual Provisions Attachment
DA-146a Rev. 06/12

4.1. Terms Herein Controlling Provisions
It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

4.2. Kansas Law and Venue
This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

4.3. Termination Due To Lack Of Funding Appropriation
If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4.4. Disclaimer Of Liability
No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

4.5. Anti-Discrimination Clause
The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or
whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

4.6. **Acceptance Of Contract**
This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

4.7. **Arbitration, Damages, Warranties**
Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

4.8. **Representative’s Authority To Contract**
By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

4.9. **Responsibility For Taxes**
The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

4.10. **Insurance**
The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

4.11. **Information**
No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

4.12. **The Eleventh Amendment**
"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

4.13. **Campaign Contributions / Lobbying**
Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
Subject to the terms and conditions of the bid specifications and this contract, State hereby accepts the offer of Contractor as expressed by Contractor’s bid submitted to Procurement and Contracts on March 17, 2016 in response to Bid Event Number EVT0004261.

It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish Personal Dosimetry Services for Statewide on order of the Agency at the price or prices contained herein.

This contract is entered into this 28th day of April, 2016 by and between the State of Kansas (State) and MIRION TECHNOLOGIES GDS INC, IRVINE, CA (Contractor).

Signatures on file.