



COMMERCIAL PURCHASE ORDER INSTRUCTIONS

Section I: General Purchase Order Requirements

- A. This is a Firm Fixed Price Purchase Order.
- B. As used throughout this Purchase Order, Buyer means Fluor Marine Propulsion, LLC (FMP).
- C. Supplier shall furnish and deliver the line items on the face sheet of the Purchase Order in accordance with the requirements and documents contained or referenced in this Purchase Order.

Section II: Invoicing and Payment

- A. The time for payment shall be computed from the date a properly completed application for payment or invoice is received by FMP. Invoices are processed daily and payments are made once a week for invoices due that week (Sunday through Saturday). Payments are considered made on time when payment occurs during the week in which the invoice is due. Checks are issued and mailed to suppliers on Wednesdays or Thursdays and those suppliers paid electronically receive a deposit to their bank account on Thursday or Friday mornings. FMP reserves the right on rare occasions, due to holiday or unforeseen business events, to make payments one or two business days earlier or later than regularly scheduled.
- B. For Purchase Orders placed with small businesses (as defined by SBA size standards applicable to the solicitation) the Buyer will, to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the Supplier, make prompt payment to the Supplier with a goal of making payments within fifteen days.

Section III: Applicable Documents

The following documents and all documents referenced therein (for the sole and limited purpose and extent of the reference) form a part of this Purchase Order. The referenced documents are available at <https://navalnuclearlab.energy.gov/suppliers/procurement-documents/>, except as otherwise identified herein as *hard copy*.

- A. Commercial General Provisions, P-200, dated 01/2017 (***self deleting if GSA applies***)

The following clauses are incorporated by reference:

1. FAR 52.247-63 Preference for U.S.-Flag Air Carriers
2. FAR 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels
3. FAR 52.203-16 Preventing Personal Conflicts of Interest
4. FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
5. FAR 52.232-40 Providing Accelerated Payments to Small Business Concerns
6. FAR 52.244-6 Subcontracts for Commercial Items
7. DEAR 970.5204-2 Laws, Regulations, and DOE Directives
8. DFARS 252.204-7000 Disclosure of Information
9. DFARS 252.207-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
10. DFARS 252.246-7008 Sources of Electronic Parts
11. DFARS 252.227-7015 Technical Data--Commercial Items



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Or

A. GSA Contract (*self deleting if commercial terms apply*)

The Supplier agrees to accept this Purchase Order based on prices, terms, conditions, and expiration date of GSA Contract number referenced on the Purchase Order face sheet.

1. Open Market Items shall be clearly identified by the Supplier. Supplier agrees that said Open Market Items shall be governed by the identical Terms and Conditions of the above GSA Contract.
2. The following clarification notes also apply:
 - a) Wherever the terms "Contracting Officer," "Government," or "Agency" appear, they shall be deemed to refer to the "Buyer" under this Purchase Order.
 - b) Wherever the term "Delivery Order" appears, it shall be deemed to refer to this Purchase Order.
3. This order is placed under written authorization from the Department of Energy or Navy dated October 1, 2018. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.
4. Order of Precedence

In the event of any inconsistencies from this Purchase Order, the following order of precedence shall apply:

- a) GSA Agreement
- b) Purchase Order/Subcontract
- c) Applicable Referenced Documents (including final proposal for Design Build)*
- d) Detailed Specification/Workslope
- e) Drawings

*all documents except the Specifications/Workscopes and Drawings

Any inconsistencies whatsoever shall be brought to the attention of the Contracts Professional prior to any action related hereto by the Supplier.

- B. Idaho Direct Pay Authorization, New York Direct Pay Permit, or Pennsylvania Exemption Certificate, as applicable (determined by the Ship To Address on the Purchase Order face sheet)
- C. Technical Specification/Salient Features List/Statement of Work (as specified on the Purchase Order face sheet) – hard copy
- D. P-401, General Transportation Instructions, dated 10/2018 – hard copy
- E. P-334, Authorized Reseller Certification (as applicable)

Section IV: Special Purchase Order Requirements

The following requirements are incorporated as a part of the Purchase Order if specified on the Purchase Order face sheet:

A. Resellers (*self deleting if the Original Product Manufacturer*)

By accepting this Purchase Order, Supplier agrees to provide value added services including customer support for any service concerns or questions regarding products covered under this Purchase Order. Supplier will be an advocate for Buyer in the event of a service issue including administration of meetings or discussions and problem resolution with OPM as necessary.