

This purchase order incorporates the following articles by reference. The revision of each article will be the one in effect on the date of the solicitation. Titles of articles are provided for reference purposes only and carry no substantive weight.

For purposes of this order, where the article says "Government", change it to read "Buyer"; where the article says "Contracting Officer", change it to read "Contracts Professional"; and where the article says "Contractor" or "Subcontractor", change it to read "Supplier".

Based on the stated provisions, Supplier is to determine what articles must be inserted in its subcontracts to implement its obligations to Buyer (as identified in the order) and the Government and must implement them in its lower-tier subcontracts.

**PART I. ARTICLES INCORPORATED BY REFERENCE**

The following articles, as applicable, are incorporated by reference (except as noted) at the threshold listed:

THRESHOLD	ARTICLE	REFERENCE
All	COMBATING TRAFFICKING IN PERSONS	FAR 52.222-50
	ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS	FAR 52.223-15
	EQUAL OPPORTUNITY	FAR 52.222-26
	GOVERNMENT PROPERTY (with Alt II)	FAR 52.245-1
	INSPECTION OF RESEARCH & DEVELOPMENT (SHORT FORM)	FAR 52.246-9
	LAWS, REGULATIONS, AND DOE DIRECTIVES	DEAR 970.5204-2
	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) - <i>Delete paragraph (l)(1)</i>	DEAR 952.227-11
	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	FAR 52.247-63
	PRIVACY ACT - <i>Applies if the purchase order requires the design, development, or operation of a system of records on individuals to accomplish work effort</i>	FAR 52.224-2
	PRIVACY ACT NOTIFICATION - <i>Applies if the purchase order requires the design, development, or operation of a system of records on individuals to accomplish work effort</i>	FAR 52.224-1
	PROHIBITION OF SEGREGATED FACILITIES	FAR 52.222-21
	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	FAR 52.203-19
	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS CONCERNS	FAR 52.232-40
	RESEARCH MISCONDUCT	DEAR 952.235-71
	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FAR 52.225-13
	RIGHTS IN DATA – GENERAL (with Alt IV)	FAR 52.227-14
	SUBCONTRACTS FOR COMMERCIAL ITEMS	FAR 52.244-6
	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) - <i>Delete paragraph (h)</i>	FAR 52.249-5
	UTILIZATION OF SMALL BUSINESS CONCERNS	FAR 52.219-8
	Greater than \$10,000	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT		FAR 52.222-40
Greater than \$30,000	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FAR 52.204-10
Greater than \$35,000	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	FAR 52.209-6
Greater than \$100,000	AUTHORIZATION AND CONSENT	FAR 52.227-1
	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEAR 970.5227-5
Greater than \$150,000	ANTI-KICKBACK PROCEDURES	FAR 52.203-7
	EMPLOYMENT REPORTS ON VETERANS	FAR 52.222-37

THRESHOLD	ARTICLE	REFERENCE
Greater than \$150,000	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	FAR 52.203-12
Greater than \$250,000	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	FAR 52.203-17
	DEFINITIONS	FAR 52.202-1
	DUTY FREE ENTRY	FAR 52.225-8
	FEDERAL, STATE AND LOCAL TAXES	FAR 52.229-3
	PREVENTING PERSONAL CONFLICTS OF INTEREST	FAR 52.203-16
	RESPONSIBILITY FOR SUPPLIES	FAR 52.246-16
	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	FAR 52.203-6
	SUSTAINABLE ACQUISITION PROGRAM	DEAR 952.223-78
Greater than \$500,000	DISPLACED EMPLOYEE HIRING PREFERENCE	DEAR 952.226-74
	WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FY 1993	DEAR 970.5226-2
Greater than \$750,000	SMALL BUSINESS SUBCONTRACTING PLAN (with Alt II)	FAR 52.219-9
Greater than \$2,000,000	ADMINISTRATION OF COST ACCOUNTING STANDARDS	FAR 52.230-6
	COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION - Delete paragraph (b) - Applies to all negotiated subcontracts, unless Supplier claims an exemption per the Proposal Representation and Certification in accordance with 48 CFR 9903.201-1	FAR 52.230-5
	PENSION ADJUSTMENTS AND ASSET REVERSIONS	FAR 52.215-15
	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	FAR 52.215-10
	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	FAR 52.215-18
	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	FAR 52.215-12
	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-MODIFICATIONS	FAR 52.215-13
	Greater than \$6,000,000	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	DISPLAY OF HOTLINE POSTER(S)	FAR 52.203-14

**PART II. ARTICLES INCORPORATED BY REFERENCE FOR FIXED PRICE CONTRACTS ONLY**

The following articles, as applicable, are incorporated by reference (except as noted) at the thresholds listed:

THRESHOLD	ARTICLE	REFERENCE
All	CHANGES – FIXED-PRICE (with Alt V) - Delete paragraph (e)	FAR 52.243-1
Greater than \$250,000	AUDIT AND RECORDS – NEGOTIATION - Delete paragraph (f)(2)	FAR 52.215-2

**PART III. ARTICLES INCORPORATED BY REFERENCE FOR COST CONTRACTS ONLY**

The following articles, as applicable, are incorporated by reference (except as noted) at the thresholds listed:

THRESHOLD	ARTICLE	REFERENCE
All	ACCOUNTS, RECORDS, AND INSPECTIONS	DEAR 970.5232-3
	ALLOWABLE COST AND PAYMENT • Delete the words "Subpart 31.2" from paragraph (a) and substitute "Subpart 31.3" and delete paragraphs (d)(4) and (d)(6)(ii)	FAR 52.216-7
	CHANGES–COST REIMBURSEMENT (with Alt V) - Delete paragraph (d)	FAR 52.243-2
	EXCUSABLE DELAYS	FAR 52.249-14
	LIMITATION OF COST	FAR 52.232-20
	LIMITATION OF FUNDS	FAR 52.232-22
	PREDETERMINED INDIRECT COST RATES - Delete paragraph (f)	FAR 52.216-15

<b>THRESHOLD</b>	<b>ARTICLE</b>	<b>REFERENCE</b>
<b>Greater than \$250,000</b>	AUDIT AND RECORDS – NEGOTIATION (with Alt II) - <i>Delete paragraph (f)(2)</i>	FAR 52.215-2
	LIMITATIONS ON PASS-THROUGH CHARGES	FAR 52.215-23
	PAYMENT FOR OVERTIME PREMIUMS <ul style="list-style-type: none"> <li>• <i>Modify paragraph (a) to state that authorized Overtime premium is “zero”</i></li> </ul>	FAR 52.222-2
<b>Greater than \$2,000,000</b>	ACCESS TO AND OWNERSHIP OF RECORDS	DEAR 970.5204-3

**PART IV. ARTICLES INCORPORATED IN FULL TEXT**

*The following articles, as applicable, are incorporated by full text:*

**PUBLIC RELEASE OF INFORMATION**

The Supplier shall provide to Buyer (or its successor or assignee) for Buyer review and comment any materials developed under this purchase order that the Supplier wishes to release to other suppliers, to government agencies, to the public, or to internal audiences (e.g., thesis, employee/student/alumni newsletters). The materials shall be provided at least 25 working days (Federal Government calendar) prior to the desired printing or release date. As part of the request for review and comment, the Supplier shall identify the specific media to be used as well as other pertinent details of the proposed release. Materials include:

- (a) Information, data, photographs, sketches, advertising, displays, promotional brochures, or other materials developed under this purchase order.
- (b) Items which link or relate the Supplier, Supplier’s materials, or Supplier’s capabilities to naval nuclear propulsion.

Supplier is responsible for ensuring Buyer’s comments regarding Buyer’s information are resolved to Buyer’s satisfaction.

The Supplier shall immediately inform Buyer should any Buyer materials related to work under this order be requested via a legal proceeding, be subpoenaed, be otherwise sought by a judicial or administrative authority, or be requested by a citizen under applicable public records laws. Under no circumstances should this information be released to such authority without prior notification of Buyer and opportunity to permit appropriate measures to be taken to protect the information. Supplier shall also inform Buyer of any and all extensions of time that, in the Supplier’s judgment, may be reasonably invoked prior to any deadline date and Supplier agrees to request such time extensions at Buyer’s discretion. Should Buyer choose to resist release of records, Buyer assumes the burden of justifying nondisclosure.

Supplier agrees that the provisions of this subsection shall survive the order until the Supplier destroys the materials related to this order. Before destroying deliverable materials, the Supplier shall ensure that Buyer has received the required deliverables.

The Supplier shall include all provisions of this article including this sentence in all purchase orders under this purchase order. All releases, regardless of tier of supplier, must have the prior review and comment of Buyer.

**ANTI-VIRUS WARRANTY**

Software and hardware provided by Supplier under this purchase order shall not contain computer viruses or other malicious software. In fulfilling the terms of this purchase order, Supplier agrees to take precautions to avoid conveying computer viruses or other malicious software to Buyer. Specifically, all computer files, disks, memories or other media provided by Supplier to Buyer (other than third party Supplier software in its original, unopened packaging materials) will be checked by Supplier prior to delivery to Buyer to detect and remove any computer virus or other malicious software. The virus check that is performed by Supplier will include checks with current, up-to-date anti-virus software and any virus problems that are found during the check (or later found by Buyer) will be fixed by Supplier.

**CHOICE OF LAW**

This order and any and all matters of disputes between the parties to this order whether arising from the order itself or from alleged extra contractual facts, during or subsequent to the contract shall be governed by construed, and enforced in accordance with the law of U.S. Government contracts as set forth by statute and applicable regulations, and decisions by the appropriate courts and Board of Contract Appeals. To the extent that the law referred to in the foregoing sentence is not determinative on an issue, the issue shall be resolved in accordance with the laws of Idaho or New York or Pennsylvania or another state depending on the state in which the work is performed.

**DISPUTES**

Supplier shall not be entitled to claim and Buyer shall not be liable to Supplier or its Suppliers or Suppliers of any tier in tort (including negligence), or purchase order except as specifically provided in this purchase order. Any claim arising out of or attributable to the interpretation or performance of this order which cannot be resolved by negotiation shall be considered a dispute within the meaning of this clause. If for any reason Supplier and Buyer are unable to resolve a claim for an adjustment, Supplier or Buyer shall notify the other party in writing that a dispute exists and request or provide a final determination regarding the claim. Any such request by Supplier shall clearly reference this clause and shall summarize the facts in dispute and Supplier’s proposed resolution of the dispute.

Buyer shall, within 60 calendar days of any request by Supplier, provide a written final determination setting forth the contractual basis for its decision and defining what purchase order adjustments it considers equitable. Upon Supplier's written acceptance of Buyer's determination the purchase order will be modified and the determination implemented accordingly. If Buyer's final determination is not accepted by Supplier, the matter shall, within 30 calendar days, be referred to senior executives of the parties who shall have designated authority to settle the dispute. The parties shall promptly prepare and exchange memoranda stating the issues in dispute and their respective positions, summarizing the negotiations that have taken place and attaching relevant documents.

The senior executives will meet for negotiations at a mutually agreed time and place. If the matter has not been resolved within 30 days of the commencement of such negotiations, the parties agree to consider resolution of the dispute through some form of Alternative Dispute Resolution (ADR) process which is mutually acceptable to the parties. Should the parties agree to pursue an ADR process each party will be responsible for its own expenses incurred to resolve the dispute during the ADR process. If the parties do not agree to an ADR process or are unable to resolve the dispute through ADR, either party shall then have the right to pursue any legal remedy consistent with other terms of the purchase order. Pending final resolution of any performance issue, request for equitable adjustment, claim or dispute regarding this order, the Supplier shall proceed diligently with the performance of this order.

**EQUAL OPPORTUNITY FOR VETERANS (FAR 52.222-35 JUN 2020)** - *Applies to purchase orders greater than \$150,000*

- (a) As used in this clause, "Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.
- (b) Supplier shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by Supplier to employ and advance in employment qualified protected veterans.
- (c) Supplier shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. Supplier shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (FAR 52.222-36 JUN 2020)** - *Applies to orders greater than \$15,000*

- (a) Supplier shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by Supplier to employ and advance in employment qualified individuals with disabilities.
- (b) Supplier shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. Supplier shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**INDEPENDENT CONTRACTOR RELATIONSHIP AND SUPPLIER PERSONNEL**

- 1. Supplier's relationship to Buyer shall be that of an Independent Contractor and this purchase order does not create an agency, partnership, or joint venture relationship between Buyer and Supplier or Buyer and Supplier personnel. Personnel supplied by Supplier hereunder shall be deemed employees of Supplier and shall not for any purposes be considered employees or agents of Buyer. Supplier assumes full responsibility for the actions and supervision of such personnel while performing services under this purchase order. Buyer assumes no liability for Supplier personnel.
- 2. Supplier shall inform Buyer if a former employee of Buyer will be assigned Work under this purchase order, and any such assignment shall be subject to Buyer approval.
- 3. Nothing contained in this purchase order shall be construed as granting to Supplier or any personnel of Supplier rights under any benefit plan of Buyer or its parent.
- 4. All persons, property, and vehicles entering or leaving Buyer's or Government's premises are subject to search.
- 5. Supplier will promptly notify Buyer and provide a report of any accidents or security incidents involving loss of or misuse or damage to Buyer's or Government's intellectual or physical assets, and all physical altercations, assaults, or harassment involving Supplier's personnel performing work under this purchase order.
- 6. Supplier personnel: (i) will not remove Buyer or Government assets from Buyer's or Government's premises without Buyer authorization; (ii) will use Buyer or Government assets only for purposes of this purchase order; (iii) will only connect with, interact with or use computer resources, networks, programs, tools or routines that Buyer agrees are needed to provide services; and (iv) will not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. Buyer may periodically audit Supplier's data residing on Buyer or Government's information assets.
- 7. Supplier shall indemnify and hold harmless Buyer from and against any actual or alleged liability, loss, costs, damages, fees of attorneys, and other expenses which Buyer may sustain or incur in consequence of (i) Supplier's failure to pay any employee for the Work rendered under this purchase order, or (ii) any claims made by Supplier's personnel against Buyer.

8. The Supplier will verify all purchase order workers that it provides to Buyer are authorized to work in the United States.
9. The Supplier will take appropriate action to remove its employees working on this purchase order who are later discovered not to be legally authorized to work in the United States and/or whose identity is in question.
10. Supplier indemnifies Buyer from any and all liability, loss or damage the Buyer may suffer as a result of claims, demands, costs or judgments against it arising out of or resulting from the purchase order.

**LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS**

If the EFT information changes after submission of correct EFT information, Buyer shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, Supplier may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment, Supplier's request for suspension shall extend the due date for payment by the number of days of the suspension.

If an uncompleted or erroneous transfer occurs because Buyer used the Supplier EFT information incorrectly, Buyer remains responsible for making a correct payment and recovering any erroneously directed funds.

If an uncompleted or erroneous transfer occurs because the Supplier EFT information was incorrect, or was revised within 30 days of Buyer release of the EFT payment transaction instruction to the Federal Reserve System, and-

- If the funds are no longer under the control of the payment office, Buyer is deemed to have made payment and Supplier is responsible for recovery of any erroneously directed funds; or
- If the funds remain under the control of the payment office, Buyer shall not make payment and the provisions of the first paragraph shall apply.

**TITLE AND ADMINISTRATION**

All site work performed in furtherance of this purchase order will be on real property owned by the U.S. Government. Title and all property rights and interests resulting from this purchase order shall pass directly from Supplier to the Government, upon acceptance, regardless of when or where the Government takes physical possession. Payments under this purchase order will be made by Buyer from funds advanced by the Government, not from Buyer's own assets. Administration of this purchase order may be transferred to DOE or its designee, and in case of such transfer and notice thereof to Supplier, Buyer shall have no further responsibilities hereunder.

**USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES**

- (a) Acquisition of Information Technology. The Buyer may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Supplier's use in the performance of the order; and the Buyer may provide guidance to the Supplier regarding usage of such equipment, existing computer software, and third party services. Supplier is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Buyer's direct expense without prior written approval of the Buyer. Should the Supplier propose to acquire information technology equipment, existing computer software, or third party services, the Supplier shall provide to the Buyer justification for the need, including a complete description of the equipment, existing computer software, or third party services to be acquired, and a lease versus purchase analysis if appropriate.
- (b) Supplier shall immediately provide written notice to the Buyer when an employee of the Supplier no longer requires access to Buyer information technology systems.
- (c) Supplier shall not violate any software licensing agreement, or cause the Buyer to violate any licensing agreement.
- (d) Supplier agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Buyer except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Supplier.
- (e) If at any time during the performance of this order the Supplier has reason to believe that its utilization of Buyer furnished existing computer software may involve or result in a violation of the software licensing agreement, the Supplier shall promptly notify the Buyer, in writing, of the pertinent facts and circumstances. Pending direction from the Buyer, the Supplier shall continue performance of the work required under this contract without utilizing the software.
- (f) Supplier agrees to include the requirements of this clause in all subcontracts at any tier.
- (g) Supplier shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the order pursuant to DEAR 970.5204-2, Laws, Regulations and DOE Directives.

**WARRANTY - Applies to Fixed Price purchase orders**

No warranty is made or implied for the results of the work. Supplier warrants to Buyer and the Government that the required work will be performed in accordance with any mutually agreed upon specifications/work scopes. If any failure to meet the foregoing warranty appears during the one year from the date of completion and acceptance of the work, on the condition that the Supplier is promptly notified in writing thereof, Supplier shall re-perform any defective portion of the work at no cost to Buyer or the Government.

For any Supplier purchased supplies, parts or equipment, to be delivered to Buyer, Supplier is required to obtain, on behalf of the Buyer, a warranty for no cost repair or replacement for any defective item. The warranty shall begin upon acceptance and extend for a period of one year or the sub-tier Supplier's warranty period, whichever is longer.