



ANL-71COM-PO (May 11, 2009)

UCHICAGO ARGONNE, LLC
 OPERATOR OF
ARGONNE NATIONAL LABORATORY
Bldg. 201 OCF-PRO, 9700 S. Cass Ave., Lemont, IL 60439
 (CONTRACT NO. DE-AC02-06CH11357)

RFP No. 0-KD73-P-00065-00

TO:

PURCHASE ORDER NO. XX-XXXXXX		P.O. DATE
F.O.B. TERMS: FOB Destination	BUYER: Karl D. Duke	EMAIL: kduke@anl.gov
CASH TERMS: Net 30 days	PHONE: (630)252-8842	FAX: (630)252-4517

This Purchase Order is exempt from Illinois Occupation and Use Taxes and from Manufacturers and Retailers Federal Excise Taxes. The purchase hereunder is for the exclusive use of a nonprofit educational organization registered with the District Director, Internal Revenue Service, Chicago, Illinois under no. 36-73-0120-F, E9936-2058-01.

TO BE SHIPPED AND DELIVERED BY	SELLER'S REFERENCE	OBLIGATED AMOUNT	AWARD AMOUNT
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THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF ARGONNE FORM 71COM DATED 04/02/2009, ATTACHED HERETO OR AVAILABLE AT <http://www.anl.gov/PRO/General%20Information/forms.htm> AND MADE A PART HEREOF.

<p style="text-align: center;">SHIPPING INSTRUCTIONS</p> <p>SHIP TO: ARGONNE NATIONAL LABORATORY 9700 S. Cass Ave., Bldg. 46, Lemont, IL 60439-4832</p> <p>SHIP VIA:</p> <p>MARKS:</p> <p style="text-align: center;">ACCEPTED AND ACKNOWLEDGED</p> <p>Signed for Supplier: _____ Date: _____</p>	<p>The Contractor hereby recognizes that only the Laboratory Procurement Official is authorized to obligate funds, change the price, and make revisions to the scope of work or any other part of this Purchase Order.</p> <p style="text-align: center;">IMPORTANT</p> <p>Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Procurement Official.</p>	<p>Suppliers and sub-suppliers MUST indicate the Purchase Order Number and Building on all Packages, Lists, Invoices, etc. Also, Item or Control Nos. MUST appear on Invoices.</p> <p style="text-align: center;">Send all invoices to the Accounts Payable, BLDG 201 SIGNED FOR THE LABORATORY</p> <p style="text-align: center;">_____, Contract Specialist, Senior DATE:</p> <p style="text-align: center;">UNOFFICIAL COPY</p>
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Please furnish the materials and/or services indicated below or on Schedule B (attached) or included on the following attached pages. This Purchase Order consists of the conditions and instructions on the face and any attachments referred to above. Seller's reference is furnished for identification purposes only and its terms do not become a part of this Purchase Order. Each price indicated on this Purchase Order is firm unless indicated hereon as subject to change.

Description	Unit Price	Total
<p>ARTICLE I – DESCRIPTION OF WORK</p> <p>The Contractor shall furnish the personnel, facilities, equipment, materials and supplies necessary to furnish and deliver a complete Mira Blue Gene/Q (BGQ) computer system as more fully described in Appendix B, Statement of Work dated _____.</p>		

ARTICLE II – PURCHASE ORDER LINE ITEMS AND METHOD OF ACQUISITION

A. Line Items:

- The total price for the work called for in Article I of this purchase order is XXXXXXXX for line items _____. Payments shall be made upon delivery to the F.O.B. point above and upon acceptance by Argonne in accordance with the Lease Payment Schedule, attached hereto. Line Item No's _____ may be purchased by written unilateral change to the Purchase Order to the Seller by the Buyer.

Line Item	Description	Quantity	Unit Price	Extended Price
0001				
0002				
0003				
0004				
0005				
0006				
0007				
0008				

- The Laboratory may exercise Option No's _____ at the prices stated by written unilateral change to the Purchase Order to the Seller by the Buyer. In the event any or all options are exercised then Payments shall be made upon delivery to the F.O.B. above and upon acceptance by Argonne.

Line Item	Description	Quantity	Unit Price	Extended Price
0001				
0002				
0003				
0004				

B. Method of Acquisition:

The purchase order line items are leased or otherwise provided and paid for during the term of this purchase order on a monthly basis as set forth in the referenced Payment Schedule, unless and until such items (equipment) are converted to purchase status in accordance with Article 4. "Purchase Option", of the Master Lease To Ownership Agreement. After acceptance of the Equipment and _____ () subsequent monthly payments under the Lease-to-Ownership Plan (LTOP), the Equipment becomes the property of the Government. Argonne may purchase the Equipment at any time during the lease term under the conditions stated in Article 4. Purchase Option, of the Master Lease To Ownership Agreement.

Argonne reserves the right to substitute with alternative financing for the purchase price of items anytime between issuance of Order and Acceptance if that is determined to be in the best interest of Argonne. In the event Argonne elects to exercise the early purchase for the purpose of financing with another funding source, Argonne will enter into a separate LTO Agreement with such new funding source.

If Argonne exercises its rights of early purchase, this LTO Order will be satisfied and any further obligations/and or rights will cease to exist. If the early purchase option is exercised, title will transfer to a party as designated by Argonne at the time of such early purchase.

ARTICLE III – PERIOD OF PERFORMANCE

The period of performance under this purchase order shall be _____ (___) months from acceptance of the equipment under this purchase order.

ARTICLE IV – OBLIGATION OF FUNDS AND FUNDING LIMITATIONS

A. Availability of Appropriated Funds

Pursuant to Article 8., “Nonavailability of Funds”, of the Master Lease to Ownership Agreement, the duties and obligations of Argonne hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the Congress which the Department of Energy may legally spend for such purposes and allocated to Argonne.

B. Obligation of Funds

1. Pursuant to Article 8. “Nonavailability of Funds”, of the Master Lease To Ownership Agreement, the amount of funds presently available and obligated for performance of this purchase order is the amount of **\$0.00**. Upon availability of additional funds from the appropriated funds, Argonne shall notify the Lessor in writing in accordance with Article 8, of the Master Lease To Ownership Agreement and the amount of funds obligated herein for purchase order performance shall be increased accordingly. In the event insufficient funds have been obligated by the Department of Energy, this procedure shall apply for each successive month(s) in which this purchase order is to be performed; otherwise funding shall be provided on a 12-month, fiscal year basis.
2. Argonne is not obligated to the Lessor for purchase order performance in any monetary amount in excess of the amount obligated herein. Once the Lessor has been notified in writing by Argonne of an increase in the obligated amount in accordance with Paragraph B.1. above, the Lessor’s performance shall be increased only to the extent required for which funds have been obligated.
3. Notification to the Lessor of an increase or decrease in the funds obligated for performance of this purchase order as a result of a contractual article other than this article shall not constitute the notification contemplated by Paragraph B.1. above.

ARTICLE V – LOCK-IN RATE

Argonne reserves the right to exercise a thirty (30) day rate lock prior to the acceptance of the Equipment and Lessor agrees to execute a rate lock modification to this purchase order.

ARTICLE VI – OPTION ITEMS

Argonne may extend the term of this Purchase Order, at the prices listed, by giving written notice to the Seller within thirty (30) days prior to expiration. If Argonne exercises a option(s), the extended Purchase Order shall be considered to include this option provision. The total duration of this Purchase Order, including the exercise of any options under this clause, shall not exceed _____ (____) years.

ARTICLE VII – APPLICABLE DOCUMENTS

- Appendix A, Argonne Terms and Conditions for Commercial Items, ANL-71-COM, dated _____
- Appendix A-1 Amendment/Modifications to Argonne Terms and Conditions, dated _____ (if applicable)
- Appendix B, Low Risk Work by Contractors on the Argonne Site – Supplemental Conditions, ANL-366L, dated _____
- Contractor Safety Orientation, PD-147, dated _____
- Master Lease To Ownership Agreement No. _____
- LTO Order No. _____
- Lease Payment Schedule, dated _____
- Small Business Subcontracting Plan, dated _____
- Bill of Materials (BOM) _____

NOT AWARDED