



LAWRENCE LIVERMORE NATIONAL LABORATORY

GENERAL PROVISIONS FOR FIXED PRICE SUPPLIES AND SERVICES

DEFINITIONS

As used herein, the following terms shall have the indicated meanings:

"CFR" means the U. S. Code of Federal Regulations.

"DOE/NNSA" means the U. S. Department of Energy National Nuclear Security Administration.

"Government" means the United States Government.

"LLNL" means the Lawrence Livermore National Laboratory.

"LLNS" means Lawrence Livermore National Security, LLC.

"Ordered Items" or "Items" means the supplies and/or services ordered under the Purchase Order.

"Purchase Order" means the purchase order, subcontract, or agreement entered into with the Seller which includes these GENERAL PROVISIONS.

"Seller" means the party who entered into the Purchase Order with LLNS, as identified in the Purchase Order.

SCOPE OF PURCHASE ORDER

This Purchase Order is for the acquisition of supplies and/or services other than architect-engineer, construction, or consulting services.

The Purchase Order is entered into as a subcontract under LLNS' Prime Contract No. DE-AC52-07NA27344 with the Government, represented by DOE/NNSA, for management and operation of LLNL and the performance of certain research and development work.

ACCEPTANCE OF PURCHASE ORDER

The Seller's written acceptance of this Purchase Order or the performance of any portion of this Purchase Order shall constitute the Seller's unqualified acceptance of this Purchase Order and all of the Purchase Order's terms and conditions. Any alterations made to the documents comprising this Purchase Order or any conditions imposed by the Seller upon its written acceptance of this Purchase Order are not acceptable and shall constitute a proposal for modification of the Purchase Order only and shall have no effect on the validity or the Seller's acceptance of this Purchase Order and its Terms and Conditions, anything to the contrary notwithstanding.

In the event the Seller's business status indicated in the Purchase Order or in the Seller's proposal is not accurate and current, in accordance with applicable Federal laws, executive orders, and regulations, LLNS may cancel the Purchase Order without further obligation.

SUBCONTRACTS WITH LLNS TEAM MEMBERS AND AFFILIATES

A. As used in this clause:

1. Team Member means any of the following entities: Bechtel National, Inc.; The Regents of the University of California; BWX Technologies, Inc.; Washington Group International, Inc.; Battelle Memorial Institute; GEM Technology International Corporation; Professional Project Services, Inc. (Pro2Serve); Dynamac Corporation; TerranearPMC, LLC (TPMC); Texas A&M University System; and URS Corporation.
2. Team Member Affiliate means any person or entity which is a wholly owned, majority owned, or otherwise an affiliate of any Team Member. The term affiliate is defined at FAR 2.101.

B. Because of restrictions in the contract between DOE/NNSA and LLNS concerning the payment of fee or profit when subcontracting with any Team Member or any Team Member Affiliate, as well as Organizational Conflict of Interest concerns, neither the Seller nor any tier of its lower tier subcontractors or suppliers shall enter into a subcontract with any Team Member or any Team Member Affiliate to provide goods or services under this Purchase Order without the advance written approval of the LLNS Contract Administrator.

C. The Seller shall include the substance of this clause in all of its lower tier subcontracts and purchase orders.

SHIPMENTS FOR LLNS' ACCOUNT

Except as otherwise provided in the Purchase Order, all shipments by the Seller for LLNS' account shall be: (1) shipped FOB Shipping Point and marked as shipped "For the U. S. Department of Energy;" (2) shipped at the maximum declared value for the lowest applicable transportation rate or classification and the bill of lading shall so note; and (3) self-insured by LLNS and not insured by the Seller. Airway bills shall be marked with the appropriate "Government Package" entry.

Shipping costs in excess of those per the "Shipping Instructions" specified on the face of this Purchase Order shall be deducted from the Seller's invoice(s).

TITLE AND RISK OF LOSS

Unless otherwise provided in the Purchase Order, title to the Ordered Items purchased under the Purchase Order shall pass directly to the Government upon, and the risk of loss or damage to the Ordered Items shall remain with the Seller until, and shall pass to LLNS:

- If F.O.B. Origin: Upon completion of delivery to the carrier and any loading by the Seller.
- If F.O.B. Destination: Upon completion of delivery or commencement of unloading at the delivery point.

PACKAGING INSTRUCTIONS

The Seller shall suitably package the ordered item(s) to prevent damage during handling and shipping. The Seller shall use biodegradable packaging materials, to the extent practicable. Any damage resulting from improper packaging, containerizing, or lack thereof shall be the liability of the Seller, anything to the contrary notwithstanding. The Seller shall indicate LLNS Purchase Order number on each container or package. An itemized packing list shall be affixed to the outermost cover of each container or package.

INVOICES AND PAYMENT

- A. The Seller shall submit its invoice at the time of final shipment of the Ordered Items or final completion of the services, unless otherwise provided in the Purchase Order. The invoices shall reference the Purchase Order Number and include a complete description of the Ordered Items, prices, ship dates, and the name of the LLNS Contract Administrator. Failure to comply with any of these requirements may result in a delay in payment of the invoices.
- B. Payment shall be made for Ordered Items delivered to the specified delivery destination, and services completed, and accepted by LLNS. Unless otherwise provided in the Purchase Order, the terms of payment shall be 30 days after receipt of the Seller's properly submitted invoice. Any offered discount shall be taken if payment is made within the discount period indicated by the Seller. Payments may be made by check or electronic funds transfer at the option of LLNS. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made.

RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL

- A. The Seller shall comply with all applicable U.S. export control laws and regulations in the performance of this Purchase Order and the distribution and use of resulting work products. Generally, U.S. export control laws and regulations apply to any shipment, transmission, transfer, or exposure to any foreign person, as defined in 22 CFR 120.16, of commodities (equipment, hardware, or material); technology (technical data, information, or assistance); and software (commercial or custom), regardless of where (inside or outside the United States) or how it may occur.
- B. The Seller shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Seller shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person or entity in the performance of this Purchase Order, including instances where the work is to be performed at the LLNL, where the foreign person or entity will have access to any information, technology, or software subject to export control.
- C. The Seller shall be responsible for complying with all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.
- D. The Seller shall ensure that the provisions of this clause apply to its subcontractors.

ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES

- A. The Seller shall utilize environmentally preferable products and services, i.e., products and services that have a lesser or reduced effect on human health and the environment, including those with "recovered material," as defined in 48 CFR 2.101 and 11.301, to the maximum extent possible without conflicting with the technical requirements of the Purchase Order or jeopardizing the intended end use of the Ordered Items or services to be furnished under this Purchase Order.
- B. To the extent available, the minimum content standard for high speed copier paper, offset paper forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock used in performing this Purchase Order shall be no less than 30 percent post-consumer material.
- C. The Seller shall notify the LLNS Contract Administrator in writing if an "EPA-designated item," as defined in 48 CFR 23.402, used in performing this Purchase Order does not contain at least the percentage of recovered material required by any applicable specification of this Purchase Order. Such notice shall include a detailed written justification for such

failure, on the basis that the item is not available competitively within a reasonable time frame, does not meet appropriate performance standards, or is only available at an unreasonable price.

INSPECTION

LLNS reserves the right to inspect all and every part of the Ordered Items under the Purchase Order during and after completion of performance. LLNS shall not be obligated to inspect the Ordered Items, and neither the inspection nor the lack of inspection by LLNS shall relieve the Seller of its responsibility for providing the Ordered Items in accordance with the terms and conditions of the Purchase Order. The inspection or use of or payment for an Ordered Item under the Purchase Order, either wholly or in part, shall not be construed as an acceptance.

If any Ordered Item or any part of it is not in accordance with the terms and conditions of the Purchase Order, LLNS shall notify the Seller that the Ordered Item is rejected. Thereupon, the Seller shall, at its own expense, take the necessary corrective action. LLNS shall reject performance or revoke its acceptance of an Ordered Item within a reasonable time after a defect is discovered or should have been discovered and before any substantial change occurs in the condition of the Ordered Item, unless the change is due to a defect in the Ordered Item.

CHANGES

LLNS may direct the Seller to make changes within the general scope of this Purchase Order to (1) any Ordered Items to be specifically manufactured or assembled for LLNS, or their method of shipment, packaging, or place of delivery; and (2) any services to be performed or their time and place of performance. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Purchase Order, the LLNS Contract Administrator shall make an equitable adjustment in the Purchase Order price, the delivery schedule, or both, by a written modification to the Purchase Order. The Seller must submit its claim for an equitable adjustment, if any, within 30 days from receipt of the directed change, or by such other time as the LLNS Contract Administrator may permit. Changes in the terms and conditions of this Purchase Order may be made only by the written agreement of the parties.

PRICING OF ADJUSTMENTS

If costs are a factor in determining any price adjustment pursuant to a change made to this Purchase Order, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR Part 31), as supplemented by DEAR Part 931(48 CFR Part 931) in effect as of the date of award of this Purchase Order. LLNS reserves the right to review the Seller's records to verify that such price adjustments conform to these requirements. The review may be performed by LLNS personnel or a cognizant Government audit agency.

QUALITY OF ORDERED ITEMS

- A. The Ordered Items(s), including any materials and supplies furnished or used by the Seller in the performance of any services, shall as a minimum: (1) conform to the requirements of this Purchase Order and be as warranted; (2) be new and not be of such age or so deteriorated as to impair their usefulness or safety; and (3) not contain any counterfeit/suspect items. The furnishing of reconditioned Ordered Items must be specified in the Purchase Order or approved by the LLNS Contract Administrator, and shall be warranted the same as new items.
- B. LLNS will not accept any Ordered Items, including any services involving the furnishing or use of materials or supplies, found by LLNS to not meet the minimum requirements of paragraph A, above; to be reconditioned; or to constitute suspect/counterfeit items, notwithstanding any inspection or acceptance of delivery by LLNS, unless such condition is specifically approved in writing by the LLNS Contract Administrator. The Seller shall promptly replace such items at its expense with conforming items.
- C. LLNS will impound any suspect/counterfeit items furnished or used under this Purchase Order and may provide such items to the appropriate authorities for investigation. LLNS reserves the right to withhold payment for the suspect/counterfeit items pending the results of any such investigation.
- D. A suspect item is any material, part, or component that visual inspection, testing, or other information indicates may not conform to established Government or industry-accepted specifications or national consensus standards. A counterfeit item is a suspect item that is a copy or substitute made without legal right or authority or whose material, performance, or characteristics are knowingly misrepresented by the Seller, supplier, distributor, or manufacturer. Types of known suspect or counterfeit items include, but are not limited to: fasteners, circuit breakers, valves, piping components, electrical devices, plate, bar, shapes, and channel members. Such items may be falsely labeled as a different class of part, or be used or refurbished parts that are falsely represented as new parts.

WARRANTY

The Seller warrants that the supplies and services furnished under this Purchase Order shall be: (1) free from defects in workmanship, material, and Seller's design or engineering contributions; (2) of the most suitable grade and exactly as specified in the descriptions and specifications of this Purchase Order and the affirmations and promises made by the Seller

in its proposal; and (3) merchantable and fit for the particular purpose, if any, described in the Purchase Order. The Seller further warrants that the data and documentation provided by the Seller or its suppliers shall be complete and accurate, and may be relied upon by LLNS.

The Seller shall correct any nonconformance with this warranty discovered within one year after formal acceptance or initial use of the supplies and services. Such corrective action shall be at the Seller's expense, including any related transportation costs. The limited warranty period shall not apply in the case of latent defects, specific failure to comply with the terms of this Purchase Order, or fraud or such gross mistakes as amount to fraud.

LAWS AND REGULATIONS

The Ordered Items shall be designed, produced, sold, and delivered in accordance with, and Seller and its employees and sub-vendors shall at all times comply with, all applicable State and Federal laws, ordinances, statutes, codes, rules, and regulations, including, but not limited to, those relating to wages, hours, employment discrimination, immigration, safety (including those pertaining to worker safety and health), export control, and environmental protection.

RELEASE OF INFORMATION

The Seller shall coordinate any planned advertisements, news releases, or other public releases of information concerning this Purchase Order, the undertaking, or any data developed hereunder with the LLNS Contract Administrator prior to release. The Seller may acknowledge LLNS, the LLNL, and Government sponsorship as appropriate, provided the LLNS Contract Administrator is provided written notice thereof.

TAX ASSESSMENT NOTIFICATION

The Seller agrees to notify LLNS of any State or local law tax, fee, or charge levied or purported to be levied on or collected from the Seller in connection with this Purchase Order for which an exemption is claimed by LLNS or concerning which the Seller has reason to believe or LLNS has advised the Seller that such tax, fee, or charge is or may be inapplicable or invalid. The Seller further agrees to refrain from paying any such tax, fee, or charge unless otherwise authorized by LLNS and to take such steps as may be required by LLNS to cause such tax, fee, or charge to be paid under protest and, if so directed by LLNS, to cause to be assigned to LLNS or its designee any and all rights to the abatement or refund of any such tax, fee, or charge, and to permit LLNS or its designee to join with the Seller in any proceedings for the recovery thereof or to sue for recovery in the Seller's name.

ASSIGNMENTS

This Purchase Order may be assigned by LLNS to the Government or its designee(s).

Except as to assignment of payment due hereunder, the Seller shall have no right, power, or authority to sell, mortgage, transfer, or assign this Purchase Order, any portion hereof, any interest herein, or any claim hereunder, nor allow or permit any other party or parties to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of LLNS.

DISPUTES

Except as otherwise provided in the Purchase Order, any claim for an equitable adjustment under the Purchase Order not resolved in the ordinary course of business shall be referred in writing to the LLNS Contract Administrator within 30 calendar days of the act, event, or order giving rise to the claim. The representatives of the parties or their designees shall then attempt in good faith to resolve the dispute by negotiations. All negotiations shall be confidential and shall be treated as compromise and settlement negotiations for the purposes of application of rules of evidence. Pending resolution of the dispute, the Seller shall proceed diligently with the performance of the Purchase Order, in accordance with its terms and conditions.

Any unresolved dispute with a value under \$100,000 relating to the Purchase Order (whether contract, tort, or both) or the breach of the Purchase Order shall be arbitrated by and in accordance with the then existing commercial arbitration rules of the American Arbitration Association (AAA). Judgment on the award rendered by the arbitrator may be entered in any court in Alameda County, CA, having jurisdiction.

The following modifications are made to the AAA rules: (1) the arbitrator shall be neutral and appointed by the AAA; (2) the location for all arbitration proceedings shall be in Alameda County; and (3) each party to the arbitration shall pay its pro rata share of the arbitrator's fees, not including counsel fees or witness fees or other expenses incurred by a party for its own benefit.

The parties shall consider the use of a form of alternate disputes resolution (ADR), including non-binding mediation and binding arbitration, for any unresolved dispute with a value of \$100,000 or more. In the event that ADR fails or is not used for such disputes, the parties may thereafter pursue any remedy they may have at law or in equity, in a court of competent jurisdiction, in accordance with the provision of these GENERAL PROVISIONS entitled *GOVERNING LAW AND VENUE*.

BANKRUPTCY

If the Seller enters into any proceeding related to bankruptcy, it shall give written notice to the LLNS Contract Administrator via certified mail within five days of initiation of the proceeding. The notification shall include the date on which the proceeding was filed, the identity and location of the court, and a listing of the LLNS purchase orders, subcontracts, or agreements affected.

EXCUSABLE DELAYS

The Seller shall be liable for default unless non-performance is caused by an occurrence beyond the reasonable control of the Seller and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics quarantine, restrictions, strikes, unusually severe weather, and delays of common carriers. The Seller shall notify LLNS in writing as soon as reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith; shall remedy such occurrence with all reasonable dispatch; and shall promptly give LLNS written notice of the cessation of such occurrence.

CLAUSES INCORPORATED BY REFERENCE

The FAR and DEAR clauses listed below are incorporated by reference as a part of these GENERAL PROVISIONS with the same force and effect as if they were set forth herein in full text, and shall apply as prescribed below. The referenced FAR and DEAR clauses are respectively located in Title 48, Chapters 1 and 9 of the Code of Federal Regulations. The clause text may be accessed at the following web sites:

FAR: <http://www.acquisition.gov/far/> DEAR: <http://www.management.energy.gov/DEAR.htm>.

As used in the clauses, the term "contract" shall mean the Purchase Order, the term "Contractor" shall mean the Seller, the term "subcontractor" shall mean the Seller's subcontractor, and the terms "Government" and "Contracting Officer" shall mean LLNS, except in FAR clauses 52.227-1, 52.227-3, 52.227-14, 52.227-23, and DEAR clauses 952.227-11, 952.227-13, 952.227-14, 970.5227-4, 970.5227-5, and 970.5232-3, in which clauses the term "Government" shall remain unchanged and "Contracting Officer" shall mean the DOE/NNSA Contracting Officer for Prime Contract DE-AC52-07NA27344 with LLNS. As used in FAR clause 52.245-1 with respect to title, the term "Government" shall remain unchanged. As used in DEAR clause 970.5227-8, the term "DOE" shall mean DOE/NNSA or LLNS.

The modifications of these clause terms are intended to appropriately identify the parties and establish their contractual and administrative reporting relationship, and shall not apply to the extent they would affect the U.S. Government's rights. The Seller shall include the listed clauses in its subcontracts at any tier for the Ordered Items, including any of its components, to the extent applicable.

APPLICABLE TO ALL PURCHASE ORDERS (POs):

FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000). Applies if the PO involves any work at a LLNS-controlled site.
FAR 52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1989)
FAR 52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004). Applies if cost or pricing data or pre- or post-award cost determinations subject to FAR Part 31 are required.
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
FAR 52.222-3	CONVICT LABOR (JUN 2003)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
FAR 52.222-26	EQUAL OPPORTUNITY (MAR 2007). (NOTE: Download the EEO Poster at: http://www.dol.gov/esa/ ; select "Posters" then "Equal Employment Opportunity Act")
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), with ALTERNATE I (JUL 1995). Applies if the PO involves delivery of hazardous materials.
FAR 52.225-1	BUY AMERICAN ACT-SUPPLIES (JUN 2003)
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
FAR 52.227-3	PATENT INDEMNITY (APR 1984). Applies if the PO is not for research, development, or demonstration (RD&D) work.
DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002). Applies if "royalties" are paid under the PO by the Seller or a subcontractor at any tier.
FAR 52.227-14	RIGHTS IN DATA-GENERAL (DEC 2007), with ALTERNATES II, III, & V and Paragraphs (a) & (d)(3) per DEAR 927.409 (DEC 2000) (Also see the <i>LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS</i> clause, below)

DEAR 952.227-14 RIGHTS IN DATA-GENERAL ALTERNATE VI (FEB 1998). Applies if the Seller is other than a domestic small business or non-profit organization.

FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987). Applies if the PO is based upon a technical proposal

FAR 52.232-11 EXTRAS (APR 1984)

FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

FAR 52.244-2 SUBCONTRACTS (JUN 2007). Paragraph (d) insert is: "Any subcontract or purchase order for supplies or services exceeding \$100,000 that are not a "commercial item" (as defined by FAR 2.101) or for any work at an LLNS-controlled site."

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)

FAR 52.245-1 GOVERNMENT PROPERTY (JUN 2007). Applies if any Government property is furnished or the Seller acquires property for use that is titled in the Government.

FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003). Applies if the PO involves international air transportation.

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006). Applies if the PO involves ocean transportation of supplies other than "commercial items".

FAR 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT-FORM) (APR 1984). Applies if the PO is for Supplies.

FAR 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT-FORM) (APR 1984). Applies if the PO is for Services.

APPLICABLE IF THE PO EXCEEDS \$2,500:

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007). Applies if the PO is principally for the furnishing of services through the use of "service employees".

APPLICABLE IF THE PO EXCEEDS \$10,000:

FAR 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996). Applies if the PO is for the manufacture or furnishing of materials, supplies, articles, or equipment.

FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

APPLICABLE IF THE PO IS FOR \$25,000 OR MORE:

DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000). Applies if the PO involves any of the hazardous activities stipulated in 10 CFR 707.2.

APPLICABLE IF THE PO EXCEEDS \$100,000:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995), excluding Paragraph (C)(1)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

DEAR 952.209-72 & ALT 1 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 1997), with ALTERNATE I. Applies if the PO involves advisory and assistance services, as defined in FAR 2.101. The period of ineligibility shall be five years.

FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (JUN 1999)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005). Applies if the PO involves the use of laborers or mechanics.

FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS (NOV 2006). Applies If FAR Clause 52.222-41 applies and the PO is for multiple years or includes options to renew.

FAR 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICES CONTRACT ACT-PRICE ADJUSTMENT (FEB 2002). Applies if FAR Clause 52.222-41 applies and the PO is not for multiple years and does not include options to renew.

FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003), excluding paragraph (e).

FAR 52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
DEAR 970.5227-5	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)
DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (JUN 2007). Paragraphs (a) through (h), excluding Paragraph (d). Applies if costs are a factor in determining the amount payable to the Seller.
FAR 52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004), in place of FAR Clauses 52.249-1 and 52.249-4.
FAR 52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

APPLICABLE IF THE PO EXCEEDS \$500,000:

FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008). Applies if the PO exceeds \$550,000, unless the Seller is a small business or there are no subcontracting possibilities.
FAR 52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999). Applies if FAR 52.219-9 applies.
DEAR 970.5226-2	WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)
DEAR 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997). Applies if the PO is not for “commercial items”.

APPLICABLE IF THE PO EXCEEDS \$650,000:

FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

APPLICABLE IF THE PO INVOLVES CLASSIFIED INFORMATION OR UNRESTRICTED ACCESS TO "LIMITED" OR "EXCLUSION" SECURITY AREAS:

DEAR 952.204-2	SECURITY (MAY 2002). References in the clause to "Executive Order 12356" are replaced with "Executive Order 12958", and Paragraph (b) regulations shall be as incorporated into the PO.
DEAR 952.204-70	CLASSIFICATION / DECLASSIFICATION (SEP 1997)
DEAR 952.204-73	FACILITY CLEARANCE (MAY 2002)
DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000). Applies if the PO exceeds \$25,000.

APPLICABLE IF THE PO INDICATES IT IS FOR RESEARCH, DEVELOPMENT, OR DEMONSTRATION (RD&D) WORK OR DESIGN WORK INVOLVING NON-STANDARD TYPES OF CONSTRUCTION

DEAR 970.5227-4	AUTHORIZATION AND CONSENT (AUG 2002) PARAGRAPH (a), in place of Clause FAR 52.227-1. Applies if the PO exceeds \$100,000.
FAR 52.227-10	FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007). Applies if the PO involves classified information.
DEAR 952.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995). Applies if the Seller is a Domestic Small Business or Non-Profit Organization, as defined at FAR 27.301.
DEAR 952.227-13	PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997). Applies if the Seller is not a Domestic Small Business or Non-Profit Organization, as defined at FAR 27.301.
FAR 52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
DEAR 952.235-71	RESEARCH MISCONDUCT (JUL 2005)

LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS

Generally, delivery of Limited Rights Data or Restricted Computer Software should not be necessary. If any Limited Rights Data will be furnished or delivered by the Seller or a lower-tier subcontractor pursuant to Sub-paragraph (g)(2) of the FAR 52.227-14 *RIGHTS IN DATA – GENERAL* clause of the GENERAL PROVISIONS, LLNS may disclose the data for the following purposes, which disclosure purposes shall be inserted in the Limited Rights Notice to be affixed to the data:

- A. This "Limited Rights Data" may be disclosed for evaluation purposes under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed;
- B. This "Limited Rights Data" may be disclosed to other contractors participating in the Government's program of which this Purchase Order is a part for information or use in connection with the work performed under their contracts and under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed; and

C. This "Limited Rights Data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed.

REPORTING FRAUD, WASTE AND ABUSE

In accordance with Department of Energy Order DOE O 221.1A, *Reporting Fraud, Waste and Abuse to the Office of Inspector General*, the Seller shall require its employees who have information about actual or suspected violations of laws, regulations, or policies including fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts or information technology systems notify an appropriate authority such as the Office of the Inspector General or law enforcement officials. The Seller shall not retaliate against employees who report fraud, waste, abuse, misuse, corruption, criminal acts or mismanagement.

ENTIRE AGREEMENT

This Purchase Order shall consist of the Purchase Order document, these GENERAL PROVISIONS, and any other referenced documents, which is the entire agreement between the parties concerning the subject matter hereof and supersedes all prior proposals, representations, negotiations, or agreements, whether written or oral.

ORDER OF PRECEDENCE

Any inconsistencies in the terms and conditions comprising the Purchase Order shall be resolved by giving precedence in the following order: (a) the Purchase Order document; (b) these GENERAL PROVISIONS; (c) other referenced documents, exhibits, and attachments; and (d) any referenced specification or statement of work.

DOCUMENTS OF SELLER

The provisions of any quotation or other documents of the Seller referenced in or incorporated as a part of this Purchase Order are referenced or incorporated only for the purpose of specifying the nature of the materials, supplies, or services ordered, the price therefor, and/or the delivery thereof, and any terms and conditions contained in such referenced or incorporated documents shall not apply.

GOVERNING LAW AND VENUE

The Purchase Order shall be interpreted in accordance with the substantive and procedural laws of the State of California. Any action at law or judicial proceeding instituted by either party pertaining to the Purchase Order shall be instituted in the State of California in the Superior Court of Alameda County (or in the Superior Court of San Joaquin County if the underlying action occurred at LLNL Site 300).

(END OF GENERAL PROVISIONS)