

This purchase order incorporates the following articles by reference with the same force and effect as if they were given in full text. 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):

THRESHOLD	ARTICLE	REFERENCE
All	COMBATING TRAFFICKING IN PERSONS	FAR 52.222-50
	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	FAR 52.203-17
	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 NOTIFICATION	FAR 52.224-1
	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 TRAINING - <i>Applies if the purchase order requires employees to access, design, develop, or operate a system of records, or create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information</i>	FAR 52.224-3
	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 PRODUCTS AND COMMERCIAL SERVICES (JAN 2025) (DEVIATION FEB 2025)	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	FAR 52.226-8
	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	FAR 52.222-40
Greater than \$15,000	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	FAR 52.222-36
Greater than \$35,000	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILTY EXCLUDED	FAR 52.209-6
Greater than \$40,000	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FAR 52.204-10
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	EQUAL OPPORTUNITY FOR VETERANS	FAR 52.222-35
	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	FAR 52.203-12
Greater than \$350,000	AUTHORIZATION AND CONSENT	FAR 52.227-1
	DEFINITIONS	FAR 52.202-1
	DUTY FREE ENTRY	FAR 52.225-8
	FEDERAL, STATE AND LOCAL TAXES	FAR 52.229-3
	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEAR 970.5227-5
	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	WORKFORCE RESTRUCTURING AND DISPLACED EMPLOYEE HIRING PREFERENCE
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
Greater than \$2,500,000	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	FAR 52.203-13
	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):

THRESHOLD	ARTICLE	REFERENCE
All	CHANGES – FIXED-PRICE (with Alt V) - Delete paragraph (e)	FAR 52.243-1
Greater than \$350,000	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):

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

THRESHOLD	ARTICLE	REFERENCE
All	LIMITATION OF COST	FAR 52.232-20
	LIMITATION OF FUNDS	FAR 52.232-22
	PREDETERMINED INDIRECT COST RATES - <i>Delete paragraph (f)</i>	FAR 52.216-15
Greater than \$350,000	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"> <i>Modify paragraph (a) to state that authorized Overtime premium is “zero”</i> 	FAR 52.222-2
Greater than \$2,000,000	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:

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.

INDEPENDENT CONTRACTOR RELATIONSHIP AND SUPPLIER PERSONNEL

- 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.

PART V. ARTICLES INCORPORATED FOR CUI, CUI-NNPI, UCNI, CRD, AND CNSI CONTRACTS

The following articles, as applicable, are incorporated for Controlled Unclassified Information (CUI), CUI-Naval Nuclear Propulsion Information (NNPI), Unclassified Controlled Nuclear Information (UCNI), Confidential - Restricted Data (CRD), and Confidential - National Security Information (CNSI) contracts as classified in the purchase order:

ARTICLE	REFERENCE
BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	FAR 52.204-21
RIGHTS IN DATA - GENERAL (with Alt V)	FAR 52.227-14
<ul style="list-style-type: none"> • <i>Substitute paragraphs (a) and (d)(3) from DEAR 927.409(a)(1)</i> 	

EXPORT CONTROL

- A. Supplier agrees to comply with all applicable United States export control laws and regulations, specifically the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations 15 C.F.R., including the requirement for obtaining any export license, if applicable.
- B. Supplier agrees that it will not transfer any export controlled item, data, or services, to foreign persons employed by, or associated with, or under purchase order to Supplier or Supplier's lower-tier Suppliers, without the authority of an export license or applicable license exemption. If Supplier determines that an export license is required, Supplier shall notify Buyer prior to applying for said license.
- C. Supplier agrees to notify the Buyer if any deliverable under this purchase order is restricted by export control laws or regulations.
- D. Supplier shall immediately notify the Buyer if Supplier is or becomes listed in any Denied Parties List, or if Supplier's export privileges are otherwise denied, suspended, or revoked in whole or in part by any United States Government entity or agency.
- E. Supplier shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expenses, including attorney's fees, all expense of litigation and/or settlement, and court costs arising from any act or omission of the Supplier, its officers, employees, agents, Suppliers, or subcontractors at any tier, in the performance of any of its obligations under this provision.

MEMORY BEARING COMPONENTS

A memory bearing component is computer memory that can retain the stored information even when not powered. Examples include, but are not limited to, read-only memory, flash memory, most types of magnetic computer storage devices (e.g. hard disks, floppy disks, magnetic tape), optical discs, and early computer storage methods (e.g. paper tape, punched cards). A memory bearing component shall not be removed from Buyer site following delivery unless Buyer can conclude that the component is free from any classified or sensitive data and removal of the component is approved by Buyer. Magnetic media is subject to Buyer Security Regulations and will not be allowed to be removed from Buyer sites. Memory bearing components retained by Buyer, in accordance with Buyer Security Requirements, shall be charged to Buyer at Supplier's cost. Supplier shall invoice for reimbursement for each part replaced or repaired.

CLASSIFIED INVENTIONS - *Applies to orders which cover or are likely to cover classified subject matter*

- A. The Supplier shall not file or cause to be filed on any invention discovery conceived or first actually reduced to practice in the

course of or under this order in any country other than the United States, an application or registration for a patent without obtaining written approval of Buyer.

- B. When filing a patent application in the United States on any invention or discovery conceived of or first actually reduced to practice in the course of or under this order, the subject matter of which is classified for reasons of security, the Supplier shall observe all applicable security regulations covering the transmission of classified subject matter. When transmitting the patent application to the United States Patent and Trademark Office, the Supplier shall by separate letter identify by agency and number, the order or orders which require security classification markings to be placed on the application.