



**LAWRENCE LIVERMORE NATIONAL LABORATORY**  
**GENERAL PROVISIONS FOR COMMERCIAL SUPPLIES AND SERVICES –**  
**DOMESTIC**

**CLAUSE 1 - DEFINITIONS**

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

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

"DEAR" means the Department of Energy Acquisition Regulations.

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

"FAR" means the Federal Acquisition Regulations.

"Government" means the U.S. Government.

"LLNL" means the Lawrence Livermore National Laboratory.

"LLNS" means Lawrence Livermore National Security, LLC.

"Ordered Items" or "Items" means the commercial items, components, 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 the LLNS, as identified in the Purchase Order.

**CLAUSE 2 - ACQUISITION OF COMMERCIAL ITEMS**

The scope of this Purchase Order is limited to the acquisition of commercial items or commercial components, as defined in FAR 2.101, and does not include any research, development, or demonstration work.

To the maximum extent practicable, the Seller shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items, as defined in FAR 2.101, as components of items to be supplied under the Purchase Order.

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

**CLAUSE 3 - ACCEPTANCE OF PURCHASE ORDER**

The Seller's written acceptance of this Purchase Order or the performance of any portion of this Purchase Order constitutes 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 constitute a proposal for modification of the Purchase Order only and 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.

**CLAUSE 4 - SUBCONTRACTS WITH LLNS TEAM MEMBERS AND AFFILIATES**

A. As used in this clause:

1. Team Member includes the entities identified at <https://www.llnslc.com/index.html#team>.
2. Team Member Affiliate means any person or entity which is 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 may 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 Analyst.

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

**CLAUSE 5 - SHIPMENTS FOR LLNS' ACCOUNT**

Except as otherwise provided in the Purchase Order, all shipments by the Seller for LLNS' account shall be (1) shipped F.O.B. Destination (as defined in FAR 47.303) 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. The Seller shall mark all airway bills with the appropriate "Government Package" entry. LLNS may deduct from the Seller's invoice(s) those shipping costs in excess of those authorized per the "Shipping Instructions" specified on the face of the Purchase Order.

#### **CLAUSE 6 - TITLE AND RISK OF LOSS**

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

If F.O.B. Origin (as defined in FAR 47.303): Completion of delivery to the carrier and any loading by the Seller.

If F.O.B. Destination (as defined in FAR 47.303): Completion of delivery at the delivery point.

#### **CLAUSE 7 - PACKAGING INSTRUCTIONS**

The Seller shall suitably package the Ordered Item(s) to prevent damage during handling and shipping and ensure all packaging complies with applicable domestic and international regulations. The Seller shall use biodegradable packaging materials, to the extent practicable. The Seller is responsible for any damage resulting from improper packaging, containerizing, or lack thereof, notwithstanding anything contrary contained in this Purchase Order. The Seller shall indicate the LLNS Purchase Order number on an itemized packing list and affix it to the outermost cover of each container or package.

#### **CLAUSE 8 - 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 Seller's invoices must reference the Purchase Order Number and include a complete description of the Ordered Items, prices, and ship dates, and the name of the LLNS Contract Analyst. Failure to comply with any of these requirements may result in a delay in payment of the invoices.
- B. The Seller acknowledges under penalty of law that when the Seller submits an invoice to LLNS for payment that the Seller expects that the invoice will be paid by LLNS, and that LLNS will be reimbursed by the Federal Government through the U.S. Department of Energy. Therefore, based on personal knowledge and good faith belief, the Seller certifies that invoices will be truthful and accurate, and that the costs and charges set forth in the invoices submitted to LLNS will be necessary for such matters contemplated pursuant to this Purchase Order.
- C. LLNS will make payment for Ordered Items delivered to the specified delivery destination, and for services completed and accepted by LLNS. Unless otherwise provided in the Purchase Order, the terms of payment are 30 business days after receipt of the Seller's properly submitted invoice. LLNS will take any offered discount if payment is made within the discount period indicated by the Seller. LLNS may make payments by check or electronic funds transfer. Payment is deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made.

#### **CLAUSE 9 - RESPONSIBILITY FOR EXPORT CONTROLS**

- 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. 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.
- B. LLNS complies with all applicable United States Government export control laws and regulations and shall not use or transfer technology and/or items procured from the Seller in contravention of such laws and regulations. All goods that LLNS procures under the Prime Contract belongs to DOE/NNSA and the United States Government. The goods being procured under this Purchase Order are intended for use in support of the Prime Contract with DOE for the purposes of meeting LLNS' national security mission for NNSA. This clause serves as notice of LLNS' mission and export control compliance and shall be considered an appropriate end-user statement to the Seller for export controls and compliance purposes. The Seller shall not request a representative of LLNS to provide any additional end-use statements or certifications relative to the goods procured under this Purchase Order.
- C. The Seller shall ensure the provisions of this clause apply to its subcontractors.

#### **CLAUSE 10 - SUSTAINABLE ACQUISITION**

- A. In the performance of this Purchase Order, the Seller shall utilize environmentally preferable products and services and recovered material as defined in 48 CFR 2.101 and 11.301 (i.e., products and services that have a lesser or reduced effect on human health and the environment, including those that are energy efficient (ENERGY STAR or FEMP-designated), water efficient, bio-based, environmentally preferable, EPEAT registered, non-ozone depleting, and less toxic) 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 practicable, 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 Analyst in writing if an "EPA-designated item", as defined in 48 CFR 23.401, 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 must 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.

#### **CLAUSE 11 - INSPECTION**

- A. Prior to delivery and upon reasonable advance notice, LLNS or a qualified third party may perform a preliminary inspection of the Ordered Items at the Seller's or lower-tier subcontractor facilities during design, fabrication, assembly or testing in a manner that does not unduly delay Seller performance. Prior to any preliminary inspection, the Seller shall perform a complete inspection and document the results. The Seller shall furnish, and shall require lower-tier subcontractors to furnish, all reasonable facilities and assistance, including access to Seller or lower-tier subcontractor inspection or testing records, to LLNS for purposes of conducting such preliminary inspection. Any such preliminary inspection does not waive LLNS right to inspect and accept or reject any Ordered Items upon delivery.
- B. LLNS reserves the right to inspect the Ordered Items after completion of performance. LLNS is not obligated to inspect the Ordered Items, and neither the inspection nor the lack of inspection by LLNS will relieve the Seller of its responsibility for providing the Ordered Items in accordance with the terms and conditions of the Purchase Order. The inspection, use of, or payment for an Ordered Item under the Purchase Order, either wholly or in part, may not be construed as an acceptance.
- C. If any Ordered Item or any part thereof 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: (1) within a reasonable time after a defect is discovered; and (2) before any substantial change occurs in the condition of the Ordered Item, unless the change is due to a defect in the Ordered Item.

#### **CLAUSE 12 - CHANGES**

LLNS may direct the Seller to make changes within the general scope of this Purchase Order to (1) any Ordered Items to be manufactured or assembled specifically for LLNS, or the 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 this Purchase Order, the LLNS Contract Analyst shall make an equitable adjustment in the Purchase Order price, delivery schedule, or both, by a written modification to the Purchase Order. The Seller must submit any claim for an equitable adjustment within 30 calendar days from receipt of a directed change, or by such other time as the LLNS Contract Analyst may permit. Changes to the terms and conditions of this Purchase Order may be made only by the written agreement of the parties.

#### **CLAUSE 13- 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 Seller shall not furnish reconditioned Ordered Items unless specified in the Purchase Order or approved by the LLNS Contract Analyst. The Seller shall warrant any reconditioned Ordered Items 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 Analyst. 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. An item is suspect when inspection or testing indicates that it may not conform to established Government or industry-accepted specifications or national consensus standards or whose documentation, appearance, performance, material, or other characteristics may have been misrepresented by the vendor, supplier, distributor, or manufacturer. A counterfeit item is one that has been copied or substituted without legal right or authority or whose material, performance, or characteristics have been misrepresented by the vendor, 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.

#### **CLAUSE 14- WARRANTY**

The Seller warrants that the Ordered Items and services furnished will be as specified in the descriptions and specifications of this Purchase Order and free from defects in workmanship, material, and Seller's design or engineering contributions. The

Seller shall correct any nonconformance with this warranty discovered within either the Seller's standard commercial warranty period or one year after acceptance or initial use of the supplies or services, whichever is longer.

#### **CLAUSE 15- LAWS AND REGULATIONS**

The Seller shall ensure Ordered Items are designed, produced, sold, and delivered in accordance with all applicable laws, rules, regulations, and executive orders, 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. The Seller shall ensure the provisions of this clause apply to its subcontractors.

#### **CLAUSE 16- USE AND RELEASE RESTRICTIONS FOR PROTECTED INFORMATION**

- A. The Seller shall not reference LLNS in any news releases, advertisements, marketing materials, websites, or any other public releases of information concerning this Purchase Order without the prior written consent of the LLNS Contract Analyst.
- B. While in the performance of this Purchase Order, the Seller may be exposed to information that qualifies as confidential, proprietary or business sensitive, Official Use Only, Export Controlled, Unclassified Controlled Information (UCI), Unclassified Nuclear Controlled Information (UCNI) as well as Personally Identifiable Information (PII) defined as information that is associated with any individual (who is an employee, independent contractor, visitor or guest at LLNL), collectively referred to herein as "Protected Information."
- C. In the event the Seller receives or is exposed to Protected Information in performance of this Purchase Order, the Seller shall: (1) safeguard the Protected Information in accordance with the appropriate procedures applicable to the type of Protected Information that are designed to protect against any unauthorized use, publication or disclosure of such information, (2) restrict access to such Protected Information to only those individuals or entities needing such access to perform as required under this Purchase Order, (3) refrain from using such Protected Information except for the purposes for which such information was originally disclosed, (4) encrypt any electronic information when at rest in accordance with Federal Information Processing Standard (FIPS) 140-2 Level 2 or higher, (5) provide immediate written notice to the LLNS Contract Analyst in the event of any unauthorized use, publication, or disclosure of such Protected Information, and (6) provide assistance with any investigation and mitigation of harm.
- D. The Seller agrees, upon cancellation, expiration, or earlier termination of this Purchase Order, or upon the written request of LLNS, whichever is earlier, to promptly deliver to LLNS (or, at LLNS' option, to destroy) all tangible or electronic copies of the Protected Information described above which is in the possession of Seller at the time of the cancellation, expiration or earlier termination. Notwithstanding the foregoing, the Seller's obligations with respect to Protected Information shall continue in full force and effect and survive the cancellation, expiration, or earlier termination of this Purchase Order.
- E. This Clause does not amend or otherwise modify in any manner the rights and responsibilities of LLNS and/or the Seller as otherwise provided in FAR 52.227-14.
- F. This Clause governs the use and disclosure obligations related to Protected Information disclosed between the Seller and LLNS after the effective date of this Purchase Order. To the extent that prior to the effective date of this Purchase Order, the Seller and LLNS have entered into a Non-Disclosure Agreement (NDA) (or similar document), this Clause shall supersede the NDA for purposes of governing Protected Information used and/or disclosed between the parties of this Purchase Order after the effective date of the Purchase Order.
- G. Nothing in this Clause is intended to prevent Seller's employees from disclosing proprietary/confidential information to report fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent that prior contracts with LLNS prohibited Seller's employees from disclosing proprietary/confidential information to report, fraud, waste or abuse to designated investigative or law enforcement representations of a Federal department or agency authorized to receive such information, such prior contracts are no longer in effect, but only to the extent that they prohibited Seller's employees from making such disclosures to the designated officials.

#### **CLAUSE 17- TAX ASSESSMENT NOTIFICATION**

The Seller shall 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 shall 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.

## **CLAUSE 18- ASSIGNMENTS**

- A. LLNS may assign this Purchase Order to the Government or its designee(s).
- B. Except as to assignment of payment due hereunder, the Seller has 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.

## **CLAUSE 19- DISPUTES**

- A. All disputes arising under or relating to this Purchase Order shall be resolved under this clause; however, nothing in this clause is intended to prohibit empowered representatives of either party from informally discussing with the other any matters arising from the performance of this Purchase Order.
- B. Notice of Breach and Opportunity to Cure  
Whenever either party believes that the other party has breached or is endangering the performance of this Purchase Order, the party asserting the breach may give the other party written notice of the existence and nature of the breach or condition of concern, and the other party shall have the opportunity to cure such breach or condition of concern or provide a plan to cure that is mutually agreed upon by both parties during the 10 calendar day period following delivery of such notice.
- C. Escalation to Management  
If within 10 days of the delivery of the notice the breach or condition of concern has not been cured and/or if the parties have not mutually agreed to a plan to cure the breach, then the parties will elevate the matter to their respective management for resolution. LLNS will elevate the matter to its Department Head for Supply Chain Management and the other party will elevate the matter to its equivalent or higher. Management of both parties will have 10 calendar days to resolve the matter or to mutually agree upon a plan to resolve the matter. If the parties' respective managements cannot agree on a resolution of the matter, either party may pursue dispute resolution through the process described in the balance of this Clause.
- D. Mediation  
If the dispute is not resolved pursuant to paragraph C. of this Clause, then the Seller and LLNS agree to mediate the dispute as a pre-condition to either party initiating litigation. Either party may initiate mediation by delivering written notice to the other party. Both parties shall attend and participate in the mediation in good faith. Unless both parties agree otherwise, the mediation shall be conducted by a JAMS mediator in the San Francisco Bay area and shall be conducted in accordance with the JAMS mediation procedures then in effect. The costs of the mediation shall be shared equally by the parties.
- E. Litigation  
In the event that a dispute is not resolved through the mediation conducted pursuant to paragraph D, then either party may provide written notice that the mediation is terminated and it intends to pursue litigation pursuant to the *GOVERNING LAW AND VENUE* clause of these GENERAL PROVISIONS. Neither party can initiate litigation until fifteen (15) calendar days have passed after delivery of the notice of the termination of the mediation.

## **CLAUSE 20- EXCUSABLE DELAYS**

The Seller will 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.

## **CLAUSE 21- TERMINATION**

- A. The Purchase Order may be terminated by LLNS at any time, at will, with or without cause, with or without the giving of any reasons, and by giving notice to the Seller at least 15 calendar days before the termination is to be effective.
- B. In the event of a termination by LLNS, LLNS will pay the Seller, subject to the terms and conditions of the Purchase Order, a percentage of the Purchase Order price reflecting the percentage of work performed prior to the notice of termination, plus any reasonable charges resulting from the termination which the Seller can substantiate to the satisfaction of LLNS, using the Seller's standard record keeping system; provided, however, that the total thereof may not exceed the Purchase Order price. LLNS is not responsible for paying the Seller for any work performed or costs incurred which reasonably could have been avoided.
- C. If a default occurs under the Purchase Order, and if within 30 calendar days after the non-defaulting party has given the defaulting party notice of the event of default the defaulting party has not cured the default or, if the default cannot be reasonably cured within such time period, if the defaulting party has not commenced the cure within such time period, diligently continued to pursue such cure, and completed it within 45 calendar days after such notice, the non-defaulting party may, at its option, terminate the Purchase Order at any time thereafter upon written notice to the defaulting party. In the event of a termination for default, the non-defaulting party 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*.

**CLAUSE 22- NOTICES**

The Seller shall immediately notify the LLNS Contract Analyst in writing of (1) any third party action, including any proceeding before an administrative agency, filed against the Seller arising out of the performance of this Purchase Order; (2) any third party claim against the Seller, the cost and expense of which may be allowable under the terms of this Purchase Order; (3) any proceedings related to bankruptcy the Seller enters into; and (4) any circumstances whatsoever that the Seller becomes aware of during the performance of the Purchase Order which may jeopardize its fulfillment of the agreed performance of all or any portion of the Purchase Order.

**CLAUSE 23- NON-WAIVER OF DEFAULT**

Any failure by LLNS to strictly enforce performance of any of the terms or conditions of this Purchase Order does not constitute a waiver of such terms or conditions and does not affect or impair such terms or conditions in any way nor the right of LLNS to avail itself of such remedies for any breach or breaches of such terms or conditions.

**CLAUSE 24- 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 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.

As used in the clauses, the term "contract" means the Purchase Order; the term "Contractor" means the Seller; the term "subcontractor" means the Seller's subcontractor; the term "Government" means LLNS and the term "Contracting Officer" means LLNS Contract Analyst, except in FAR clauses 52.227-1, 52.227-3, 52.227-14, and DEAR clause 970.5227-5, in which clauses the term "Government" remains unchanged and "Contracting Officer" means 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" remains unchanged.

The modifications of these clause terms are intended to appropriately identify the parties and establish their contractual and administrative reporting relationship, and do 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 52.202-1	DEFINITIONS (NOV 2013)
FAR 52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000), if the PO involves any work at a LLNS controlled site or at DOE owned or leased sites.
FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
DEAR 952.209-72 & ALT 1	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009), with ALTERNATE I. Applies if the Purchase Order involves advisory and assistance services, as defined in FAR 2.101.
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (MAY 2014). Applies if the PO involves the use of laborers or mechanics.
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016) (Note: Download the EEO Poster at: <a href="https://www.dol.gov/ofccp/regs/compliance/posters/ofccpost.htm">https://www.dol.gov/ofccp/regs/compliance/posters/ofccpost.htm</a> )
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019)
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.
DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010). Applies if the Purchase Order involves any of the hazardous activities stipulated in 10 CFR 707.2.
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
FAR 52.227-3	PATENT INDEMNITY (APR 1984)

DEAR 970.5227-8 REFUND OF ROYALTIES (AUG 2002). Applies if "royalties" are paid under the PO by the Seller or any lower-tier subcontractor.

FAR 52.227-14 RIGHTS IN DATA-GENERAL (MAY 2014), with ALTERNATES II, III, & V and Paragraphs (a) & (d)(3) per DEAR 927.409 (DEC 2000) (Also see the *LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS* clause, below.)

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

FAR 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013). Applies if the Seller is a small business.

FAR 52.244-2 SUBCONTRACTS (OCT 2010). 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 a LLNS-controlled site."

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2019)

FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012), with ALTERNATE I. 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 only as described in paragraph (e)(4) of the clause.

**APPLICABLE IF THE PO EXCEEDS \$2,500:**

FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018). Applies if the PO is principally for the furnishing of services through the use of "service employees" and an exemption under FAR 22.1003-4 does not apply.

FAR 52.222-55 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEC 2015). Applies if the PO is subject to the Service Contract Labor Standards.

FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017). Applies if the PO is subject to the Service Contract Labor Standards.

**APPLICABLE IF THE PO EXCEEDS \$3,500:**

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015). Applies if the Purchase Order is for services in the United States, excluding commercial services purchased with a commercially available off-the-shelf (COTS) item or a COTS item with minor modifications. The Seller is responsible for ensuring appropriate lower-tier subcontractors enroll as a Federal Contractor in the E-Verify system.

**APPLICABLE IF THE PO EXCEEDS \$10,000:**

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

FAR 52.225-1 BUY AMERICAN ACT – SUPPLIES (MAY 2014)

**APPLICABLE IF THE PO EXCEEDS \$35,000:**

FAR 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015). Applies unless the Purchase Order is for commercially available off-the-shelf (COTS) items.

**APPLICABLE IF THE PO EXCEEDS \$100,000:**

FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)

**APPLICABLE IF THE PO EXCEEDS \$150,000:**

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014), excluding Paragraph (c)(1)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

- FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011). Applies if PO (or to that portion of the PO thereof) involves performance of acquisition functions closely associated with inherently governmental functions for, or on behalf, of a Federal agency or department, unless the PO is with a self-employed individual and the self-employed individual will perform the acquisition functions entirely.
- FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
- FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

**APPLICABLE IF THE PO EXCEEDS \$250,000:**

- FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006), with ALTERNATE I (OCT 1995)
- FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
- FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE LABOR STANDARDS -PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS (AUG 2018). Applies if FAR Clause 52.222-41 applies and the Purchase Order is for multiple years or includes options to renew.
- FAR 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS -PRICE ADJUSTMENT (MAY 2014). Applies if FAR Clause 52.222-41 applies and the Purchase Order is not for multiple years and does not include options to renew.

**APPLICABLE IF THE PO EXCEEDS \$5,500,000:**

- FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015), if the period of performance exceeds 120 calendar days.

**APPLICABLE IF THE PO INVOLVES CLASSIFIED INFORMATION OR UNESCORTED ACCESS TO "LIMITED" SECURITY AREAS:**

- DEAR 952.204-2 SECURITY (MAR 2011).
- DEAR 952.204-70 CLASSIFICATION / DECLASSIFICATION (SEP 1997)
- DEAR 952.204-73 FACILITY CLEARANCE (MAR 2011)
- DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010).

**CLAUSE 25- LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS**

Generally, delivery of Limited Rights Data or Restricted Computer Software, as defined in FAR 52.227-14 (a), should not be necessary. If any Limited Rights Data will be furnished or delivered by the Seller or a lower-tier subcontractor pursuant to paragraph (g) of the FAR 52.227-14 *RIGHTS IN DATA – GENERAL* clause of these 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.

**CLAUSE 26- PATENT, TRADEMARK, AND COPYRIGHT INFRINGEMENT**

The Seller shall indemnify LLNS and the Government and their officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this Purchase Order, provided the Seller is reasonably notified of such claims and proceedings.

**CLAUSE 27 - POST-EMPLOYMENT RESTRICTIONS**

The Seller shall not use employees, consultants or other agents who are subject to any post-employment or other restrictions (i.e. former federal or state government employee) that would place either them personally, the Seller, or LLNS in violation, or possible violation, of such restrictions while performing his or her duties on behalf of LLNS under this Purchase Order. If the Seller becomes aware of any such violation, or possible violation, it shall immediately remove that individual from performing his/her assigned duties on behalf of LLNS, inform the LLNS Contract Analyst of all relevant and material facts regarding the situation, and propose alternate personnel who are equally qualified to perform the work in question. If no



replacement personnel are available or qualified to perform the work in question, LLNS may terminate this Purchase Order, as otherwise provided.

**CLAUSE 28 - REPORTING FRAUD, WASTE, ABUSE AND OTHER SIGNIFICANT PROBLEMS**

A. This Purchase Order shall be subject to the Department of Energy Orders DOE O 221.1A, *Reporting Fraud, Waste and Abuse to the Office of Inspector General* and DOE O 221.2A, *Cooperation with the Office of Inspector General*. The Seller shall encourage, support and require its employees to report any fraud, waste and abuse to an appropriate authority such as the DOE Office of the Inspector General. The Seller shall require its employees to provide interviews and briefings and provide affidavits or sworn statements if required by an employee of the Office of Inspector General. The Seller shall not retaliate against such employees.

B. In accordance with DOE Order 442.1B, the Seller shall also notify its employees that they have the right and responsibility to raise any employee concern related, but not limited to, the environment, safety, health, security, quality, and management of DOE facilities and operations, as well as harassment, intimidation, retaliation/reprisal, or discrimination, to the LLNS Employee Concerns Program (<https://llnl.alertline.com/gcs/welcome>) or the Department of Energy Employee Concerns Program (<https://www.energy.gov/ehss/services/doe-employee-concerns-program>).

**CLAUSE 29- 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. Any terms and conditions contained in such referenced or incorporated documents do not apply.

**CLAUSE 30- GOVERNING LAW AND VENUE**

The Purchase Order shall be interpreted in accordance with the substantive and procedural laws of the State of California, except for the FAR and DEAR clauses incorporated by reference which shall be interpreted in accordance with the substantive law of federal government contracts. Any action at law or judicial proceeding arising from or in connection with the Purchase Order shall be brought exclusively in the state or federal courts serving Alameda County, California or, if the underlying dispute arises from activity occurring at LLNL's Site 330, San Joaquin County, California.

(END OF GENERAL PROVISIONS)