

SERVICES GENERAL PROVISIONS

This contract incorporates the following articles by reference, with the same force and effect as if they were printed in full text. The revision of each article will be the one in effect on the date of submission of your proposal. To purchase a copy of the Department of Energy Acquisition Regulations (DEAR-CFR Title 48, Chapter 9) contact the U.S. Government Printing Office, Superintendent of Documents, Mail Stop: SSOP, Washington, D.C. 20402-9328.

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 "Contract Administrator"; and when the article says "Contractor" or "Subcontractor", change it to read "Seller".

Based on the stated provisions, Seller is to determine what articles must be inserted in its subcontracts and purchase orders to implement its obligations to BMPC or BPMI (as identified in the order) and the Government, and must implement them in its lower-tier subcontracts and purchase orders.

<u>ARTICLE</u>	<u>REFERENCE</u>
The following articles apply to this purchase order (except as noted):	
COMBAT TRAFFICING IN PERSONS	FAR 52.222-50
CHANGES-FIXED-PRICE (Delete Paragraph (e)); Note: Delete this article for all Time-and Material or Labor-Hour Contracts	FAR 52.243-1
CLASSIFICATION/DECLASSIFICATION	DEAR 952.204-70
CLEANING UP	FAR 52.236-12
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Delete the reference in paragraph f to the Disputes Article) Note: Delete this article for all Time-and Material or Labor-Hour Contracts	FAR 52.249-8
DEFINITIONS	FAR 52.202-1
EQUAL OPPORTUNITY	FAR 52.222-26
FACILITIES CAPITAL COST OF MONEY	FAR 52.215-16
FEDERAL, STATE, AND LOCAL TAXES	FAR 52.229-3
GOVERNMENT PROPERTY (with Alt. 1)	FAR 52.245-1
INSPECTION OF SERVICES--FIXED-PRICE Note: Delete this article for all Time-and Material or Labor-Hour Contracts	FAR 52.246-4
INSURANCE-WORK ON A GOVERNMENT INSTALLATION	FAR 52.228-5
INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION	DEAR 970.5223-1
NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FAR 52.222-1

<u>ARTICLE</u>	<u>REFERENCE</u>
OPERATIONS AND STORAGE AREAS	FAR 52.236-10
PERMITS AND RESPONSIBILITIES	FAR 52.236-7
PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	FAR 52.204-9
PREFERENCE FOR PRIVATELY OWNED U. S. - FLAG COMMERCIAL VESSELS	FAR 52.247-64
PREFERENCE FOR U. S. - FLAG AIR CARRIERS	FAR 52.247-63
PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS	DEAR 952.223-75
PRIVACY ACT NOTIFICATION - PRIVACY ACT (Privacy Act Notification and Privacy Act apply if the purchase order requires the design, development, or operation of a system of records on individuals to accomplish work effort)	FAR 52.224-1 FAR 52.224-2
PROHIBITION OF SEGREGATED FACILITIES	FAR 52.222-21
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FAR 52.225-13
RIGHTS IN DATA - GENERAL (With Alt. V) (Substitute Paragraphs (a) and (d) (3) from DEAR reference)	FAR 52.227-14 DEAR 927.409(a) (1)
SECURITY	DEAR 952.204-2
SERVICE CONTRACT ACT OF 1965, AS AMENDED	FAR 52.222-41
THE FOLLOWING ADDITIONAL ARTICLES APPLY:	
FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (>\$100K)	FAR 52.222.43
FAIR LABOR STANDARDS ACT AND SERVICE - CONTRACT ACT - PRICE ADJUSTMENT (>\$100K)	FAR 52.222.44
SCA MINIMUM WAGES AND FRINGE BENEFITS APPLICABLE TO SUCCESSOR CONTRACT PURSUANT TO PREDECESSOR CONTRACTOR COLLECTIVE BARGAINING AGREEMENTS (CBA)	FAR 52.222.47
SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	FAR 52.236-3
STOP-WORK ORDER	FAR 52.242-15
SUPERINTENDENCE BY THE CONTRACTOR	FAR 52.236-6

<u>ARTICLE</u>	<u>REFERENCE</u>
<p>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM—actions under \$100K); Note: Delete this article for all Time-and Material or Labor-Hour Contracts</p>	FAR 52.249-4
<p>WAIVER OF FACILITIES CAPITAL COST OF MONEY</p>	FAR 52.215-17
<p>WARRANTY OF SERVICES (Reference subparagraph b: Notice will be made by Buyer within 90 calendar days from the date of performance of the service.) Note: Delete this article for all Time-and Material or Labor-Hour Contracts</p>	FAR 52.246-20
<p>WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DOE On-Site Work Only)</p>	DEAR 952.203-70
<p>The following article applies if this purchase order exceeds \$10,000 (except as noted):</p>	
<p>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES</p>	FAR 52.222-36
<p>The following articles apply if this purchase order exceeds \$100,000 (except as noted):</p>	
<p>ANTI-KICKBACK PROCEDURES</p>	FAR 52.203-7
<p>AUDIT AND RECORDS-NEGOTIATION</p>	FAR 52.215-2
<p>AUTHORIZATION AND CONSENT</p>	FAR 52.227-1
<p>BANKRUPTCY</p>	FAR 52.242-13
<p>CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING</p>	FAR 52.222-13
<p>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION</p>	FAR 52.222-4
<p>DUTY-FREE ENTRY</p>	FAR 52.225-8
<p>EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS</p>	FAR 52.222-37
<p>EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS</p>	FAR 52.222-35
<p>GRATUITIES</p>	FAR 52.203-3
<p>INTEREST</p>	FAR 52.232-17

LIMITATION OF LIABILITY - SERVICES	FAR 52.246-25
<u>ARTICLE</u>	<u>REFERENCE</u>
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	FAR 52.203-12
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEAR 970.5227-5
NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	FAR 52.222-39
PATENT INDEMNITY	FAR 52.227-3
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	FAR 52.203-6
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (Delete Paragraph (j)) Note: Delete this article for all Time-and Material or Labor-Hour Contracts	FAR 52.249-2
TOXIC CHEMICAL RELEASE REPORTING (except paragraph (e))	FAR 52.223.14
UTILIZATION OF SMALL BUSINESS CONCERNS	FAR 52.219-8
The following articles apply if this purchase order exceeds \$500,000 (except as noted):	
DISPLACED EMPLOYEE HIRING PREFERENCE	DEAR 952.226-74
The following articles apply if this purchase order exceeds \$550,000 (except as noted):	
PENSION ADJUSTMENTS AND ASSET REVERSIONS	FAR 52.215-15
SMALL BUSINESS SUBCONTRACTING PLAN	FAR 52.219-9
The following articles apply if this purchase order exceeds \$650,000 (except as noted):	
ADMINISTRATION OF COST ACCOUNTING STANDARDS	FAR 52.230-6
COST ACCOUNTING STANDARDS (Delete Paragraph (b))	FAR 52.230-2
PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	FAR 52.215-10 FAR 52.215-11
SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	FAR 52.215-12 FAR 52.215-13
The following articles apply only for Time and Material or Labor Hour Contracts	
CHANGES-TIME AND MATERIAL OR LABOR HOUR	FAR 52.243-3

(Delete reference to the Disputes clause)

<u>ARTICLE</u>	<u>REFERENCE</u>
EXCUSABLE DELAYS	FAR 52.249-14
INSPECTION-TIME AND MATERIAL AND LABOR HOUR (Delete paragraph (g) (2)); (Eliminate the disputes reference)	FAR 52.246-6
MATERIAL REQUIRMENTS (Applicable for all non-commercial materials)	FAR 52.211-5
PAYMENT UNDER TIME AND MATERIAL AND LABOR HOUR CONTRACTS (Delete reference to Disputes clause)	FAR 52.232-7
TERMINATION (COST REIMBURSEMENT) ALT IV (Delete reference to Disputes clause)	FAR 52.249-6

In addition, the following articles are included in their entirety:

PUBLIC RELEASE OF INFORMATION

- (a) Information, data, photographs, sketches, advertising, displays, promotional brochures, or other materials related to work under this order, which Seller desires to publish, display, or release internally, to other contractors, to government agencies, or to the public, shall be submitted to Buyer for approval at least eight weeks prior to the desired printing or release date. This includes descriptive or promotional material which links or relates, directly or indirectly, Seller's product line, manufacturing facilities, or manufacturing capabilities to performance of naval nuclear propulsion work. As part of the approval request, Seller shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases, regardless of tier of supplier, must have the prior approval of Buyer.
- (b) Should any information described in (a) above be requested, subpoenaed, or otherwise sought by a court or other judicial or administrative authority, this should be promptly brought to the attention of Buyer to permit appropriate measures to be taken to protect the information. Under no circumstances, should this information be released to such authority without prior notification and agreement of Buyer.
- (c) Seller agrees that this requirement of prior Buyer approval of any release shall survive the purchase order and that Seller shall not for a period of twenty years subsequent to the issuance of the purchase order either directly or indirectly issue any such release without the requisite approval of Buyer, its successor or assignee.
- (d) Seller shall include all provisions of this article including this sentence in all subcontracts under this order.

ASSIGNMENT AND SET-OFF

Performance of this order shall not be assigned or transferred by Seller, except as expressly authorized in writing by Buyer. This order may be assigned by Buyer to the Government or any designee of the Government, provided that written notice thereof is given to Seller. Buyer shall be entitled at all times to set off against any amount payable at any time by Buyer under this order, any amount owing at any time from Seller to Buyer whether arising under this order or other contracts or orders with Seller.

LOWER-TIER SUBCONTRACTS

- (a) The Seller shall, within ten calendar days after the execution of the order, submit to Buyer, in writing, a list of the names of all the lower-tier subcontractors, material men, and suppliers for any and all parts of the work hereunder. Buyer reserves the right to reject any lower-tier subcontractor as to whom the Seller is unable to demonstrate that he has the necessary equipment and ability to perform the work called for, or who has previously failed to perform properly or failed to complete on time work of a similar nature. If, at any time during the progress of the work, Buyer determines that any such lower-tier subcontractor is incompetent or undesirable, Buyer will notify the Seller accordingly, and the Seller shall take immediate steps to terminate the order of such lower-tier subcontractor.

- (b) The Seller agrees that he is as fully responsible to Buyer for the acts and omissions of his lower-tier subcontractors and of persons either directly or indirectly employed by them as he is responsible for the acts and omissions of persons directly employed by him.
- (c) Nothing contained in the order shall be construed to create any contractual relation between any lower-tier subcontractor and Buyer nor to relieve the Seller of his obligations hereunder.
- (d) Each expenditure, order, purchase, or commitment (not including contracts of employment) made by the Seller pursuant to this order for any amount in excess of five thousand dollars (\$5,000.00), shall be in writing, and each such order shall contain provisions that such expenditure, order, purchase, or commitment is assignable to Buyer if Buyer shall so request. The Seller shall make all such orders in its own name and not bind or purport to bind Buyer.

CONTRACT ACCEPTANCE

By acceptance of this order, Seller agrees that the scope of the work required is understood by Seller; that there are no informal commitments by Buyer that in any way affect the work under this order; that there are no open or unresolved issues related to this order except as explicitly stated herein; and that Seller therefore understands and agrees that this order states the complete agreement of the parties.

COST ACCOUNTING STANDARDS (CAS)

CAS requirements do not apply if the order does not exceed \$650,000 and the offeror claims an exemption per the Proposal Representation and Certification, or if certified cost or pricing data was not provided.

INSURANCE (applies to work on Buyer's premises)

At all times during performance, the Seller shall maintain a current Certificate of Insurance evidencing insurance coverage not less than required by this article and providing for thirty (30) days written notice to the Contract Administrator by the insurance company prior to cancellation or material change in policy coverage. The period of coverage on the insurance certificate must coincide with the period of performance (term) of the Purchase Order. With respect to Work on Buyer or Government premises, the following sentence shall be incorporated on Seller's Certificate of Insurance:

"(Name of Buyer) is an additional insured with waiver of subrogation on any insurance policy."

The Seller shall also require all first-tier subcontractors who will perform Work on Buyer or Government premises to procure and maintain the insurance specified below during the entire period of their performance and to furnish proof at Buyer's request.

Required Coverage:

- A. Workers' Compensation Insurance - This coverage shall be as required by the State in which the Work is to be performed.
- B. Employer Liability - Coverage of \$1,000,000 combined single limit.
- C. General Liability Insurance - Coverage of \$1,000,000 combined single limit.
- D. Automobile Public Liability and Property Damage - Coverage of \$1,000,000 combined single limit..
- E. When applicable, Asbestos Liability Insurance - Coverage of \$1,000,000 combined single limit.
- F. An annual aggregate of \$2,000,000.

EXPORT CONTROL

- A. Seller agrees to comply with all applicable U.S. 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. Without limiting the foregoing, Seller agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by, or associated with, or under contract to Seller or Seller's lower-tier suppliers, without the authority of an export license or applicable license exemption.

- B. Seller agrees to notify the Buyer if any deliverable under this Purchase Order is restricted by export control laws or regulations.
- C. Seller shall immediately notify the Buyer if Seller is or becomes listed in any Denied Parties List, or if Seller's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency.
- D. Seller 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 Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this provision.