

COMMERCIAL 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.

PART I.

GENERAL PROVISIONS APPLICABLE TO ALL TRANSACTIONS

<u>ARTICLE</u>	<u>REFERENCE</u>
Affirmative Action For Workers with Disabilities, if the purchase order exceeds \$10,000.	FAR 52.222-36
Anti-Kickback Procedures, if the purchase order exceeds \$100,000	FAR 52.203-7
Buy American Act--Supplies	FAR 52.225-1
Combat Trafficking in Persons	FAR 52.222-50
Contract Terms and Conditions – Commercial Items modified as stated below:	FAR 52.212-4
A. Paragraphs (d) and (s) are deleted in their entirety.	
B. Exclude reference to the Prompt Payment Act in paragraphs (g) and (i).	
C. Paragraph (o) is modified to include Seller's standard warranty period and non-conflicting warranty terms	
Equal Opportunity	FAR 52.222-26
Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, if the purchase order exceeds \$100,000.	FAR 52.222-35
Government Property (with Alt. 1)	FAR 52.245-1
Notice and Assistance Regarding Patent and Copyright Infringement, if the purchase order exceeds \$100,000 and is DOE funded.	DEAR 970-5227-5
Notification of Employee Rights Concerning Payment of Union Dues or Fees, if the Purchase Order exceeds \$100,0000	FAR 52.222-39
Notification of Employee Rights Concerning Payments of Union Dues or Fees (actions >\$100K)	FAR 52.222-39

COMMERCIAL GENERAL PROVISIONS

<u>ARTICLE</u>	<u>REFERENCE</u>
Preference for Privately Owned U.S.-Flag Commercial Vessels	FAR 52.247-64
Privacy Act	FAR 52.224-2
Privacy Act Notification	FAR 52.224-1
Prohibition of Segregated Facilities	FAR 52.222-21
Subcontracts for Commercial Items	FAR 52.244-6
Subcontracts for Commercial Items and Commercial Components (DOD), if the purchase order is Navy funded.	DFAR 252.244-7000
Utilization of Small Business Concerns, if the purchase order exceeds \$100,000. Seller must include this clause in any of its lower tier subcontracts exceeding \$500,000.	FAR 52.219-8
Small Business Subcontracting Plan, if the purchase order exceeds \$500,000. Seller must include this clause in any of its lower tier subcontracts exceeding \$500,000.	FAR 52.219-9

PART II.

GENERAL PROVISIONS APPLICABLE ONLY TO ON-SITE EFFORT

The provisions contained in Part I of the Commercial General Provisions are applicable to this purchase order. The provisions contained in Part II of the Commercial General Provisions are only applicable to the Seller if the purchase order requires Seller to perform any work on the Buyer or Government premises.

<u>ARTICLES</u>	<u>REFERENCE</u>
Insurance - Work On A Government Installation	FAR 52.228-5
Permits and Responsibilities. This clause is applicable to all purchase orders with work performed on the Buyer or Government premises.	FAR 52.236-7
Preservation Of Individual Occupational Radiation Exposure Records, if the purchase order requires the generation of individual occupational radiation exposure records.	DEAR 952.223-75
Privacy Act Notification, 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
Privacy Act, if the purchase order requires the design, development, or operation of a system of records on individuals to accomplish work effort	FAR 52.224-2

COMMERCIAL GENERAL PROVISIONS

ARTICLES

REFERENCE

Security, if performance of the purchase order involves or is likely to involve access to classified information.

[DEAR 952.204-2](#)

Whistleblower Protection For Contract Employees

[DEAR 952.203-70](#)

Workplace Substance Abuse Programs At DOE Sites, if the purchase order is in excess of \$25,000 and requires Seller to have access to, or handle, classified information or special nuclear materials or involves risk of danger to life, the environment, public safety or national security or requires transportation of hazardous materials to or from DOE sites.

[DEAR 970.5223-4](#)

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.