

## RENTAL/LEASE GENERAL PROVISIONS

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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.

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<u>ARTICLE</u>	<u>REFERENCE</u>
<b>The following articles apply to this purchase order (except as noted):</b>	
COMBAT TRAFFICING IN PERSONS	FAR 52.222-50
CHANGES-FIXED PRICE (Delete Paragraph (e))	FAR 52.243-1
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Delete the reference in Paragraph (f) to the Disputes Article)	FAR 52.249-8
DEFINITIONS	FAR 52.202-1
EQUAL OPPORTUNITY	FAR 52.222-26
FEDERAL, STATE, AND LOCAL TAXES	FAR 52.229-3
PREFERENCE FOR PRIVATELY OWNED U. S. - FLAG COMMERCIAL VESSELS	FAR 52.247-64
PREFERENCE FOR U. S. - FLAG AIR CARRIERS	FAR 52.247-63
PROHIBITION OF SEGREGATED FACILITIES	FAR 52.222-21
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FAR 52.225-13
SUBCONTRACTS FOR COMMERCIAL ITEMS	FAR 52.244-6
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SHORT FORM—actions under \$100K)	FAR 52.249-1

**The following article applies if this purchase order exceeds \$10,000 (except as noted):**

AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	FAR 52.222-36
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**The following articles apply if this purchase order exceeds \$100,000 (except as noted):**

ANTI-KICKBACK PROCEDURES	FAR 52.203-7
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AUDIT AND RECORDS-NEGOTIATION	FAR 52.215-2
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<u>ARTICLE</u>	<u>REFERENCE</u>
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	FAR 52.222-37
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	FAR 52.222-35
GRATUITIES	FAR 52.203-3
INTEREST	FAR 52.232-17
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEAR 970.5227-5
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Fixed Price) (Delete Paragraph (j))	FAR 52.249-2

**The following article applies if this purchase order exceeds \$500,000 (except as noted):**

DISPLACED EMPLOYEE HIRING PREFERENCE	DEAR 952.226-74
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**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**

Neither this order nor any interest therein nor claim thereunder shall be assigned or transferred by the Seller except as expressly authorized in writing by Buyer.

**CONDITION OF RENTED/LEASED PROPERTY**

Rented property furnished under this order shall be of good quality and in safe operating condition, and shall comply with the Federal and State safety regulations applicable thereto. Buyer shall accept or reject the rented property promptly after receipt. If Buyer determines that any rented property furnished is not in compliance with this order, Buyer shall promptly

inform the Seller in writing. If the Seller fails to replace the rented property or correct the defects as required by Buyer, Buyer may (a) by contract or otherwise, correct the defect or arrange for the rental of a similar property and shall charge or set off against the Seller any excess costs occasioned thereby, or (b) terminate the order under the Default article of this order.

#### **RESPONSIBILITY FOR RENTED/LEASED PROPERTY**

Except for reasonable wear and tear, Buyer agrees to return the rented property in as good condition as when received.

#### **RESPONSIBILITY FOR DAMAGES**

- (a) Seller assumes entire responsibility and liability for losses, expenses, damages, demands, and claims in connection with or arising out of any injury or alleged injury (including death), or damage or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of (1) Seller's providing of defective rented property or (2) Seller's defective maintenance of rented property (when such maintenance is required by this order). Seller will indemnify and save harmless the Government and Buyer from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees) and liabilities whatsoever resulting from or arising in any manner on account of or by reason of any damages which may occur or be alleged to have occurred as a result of or in connection with (1) Seller's providing of defective rented property or (2) Seller's defective maintenance of rented property (when such maintenance is required by this order).
- (b) Seller shall procure or cause to be procured at its own expense, and shall likewise maintain or cause to be maintained, during the term of this order, insurance sufficient to protect Seller, Buyer and the Government against all liability with respect to bodily injury or death, or property loss or damage, which may be imposed by law upon Seller or which is assumed by Seller under this order. Such insurance shall be in such amounts, with such companies, and on such forms as are satisfactory to Buyer, and shall provide for at least thirty days prior written notice to Buyer of cancellation thereof. All such policies of insurance shall contain a clause reading substantially as follows: "The insurer waives any right to subrogation against BMPC or the United States of America which might arise by reason of any payment under this policy." Certificates of such insurance shall be furnished to Buyer, upon request, and Buyer' approval of such insurance certificates shall be obtained prior to the commencement of any such work by or for Seller. Seller shall not be relieved of liability assumed pursuant to this article by reason of the procurement, maintenance, limits, or coverages of any insurance policies whether or not approved by Buyer.

#### **RENTAL/LEASE PAYMENTS**

- (a) Upon the submission of proper invoices or vouchers, Buyer shall pay rent for the rented property at the rate(s) specified in this order.
- (b) Rent shall accrue from the beginning of this order, or from the date rented property is delivered to Buyer, whichever is later, and shall continue until the expiration of the order term or the termination of this order. However, rent shall accrue only for the period that any rented property is in the possession of Buyer.
- (c) Rent shall not accrue for any rented property that Buyer determines does not comply with the Condition of Rented Property article of this order or otherwise does not comply with the requirements of this order, until the rented property is replaced or the defects are corrected.
- (d) Rent shall not accrue for any rented property during any period when the rented property is unavailable or unusable as a result of the Seller's failure to render services for the operation and maintenance of the rented property as prescribed by this order.
- (e) Rent stated in monthly terms shall be prorated on the basis of 1/30th of the monthly rate for each day the rented property is in Buyer' possession.

#### **CONTRACT ACCEPTANCE**

The following article applies to this action.

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 or if the Seller claims an exemption per the Proposal Representation and Certification, or if certified cost or pricing data was not provided.