



PURCHASE ORDER

**Fluor - BWXT Portsmouth LLC
United States Department of Energy
Portsmouth Decontamination and Decommissioning Project
Contract: DE-AC30-10CC40017**

PO Master Clauses

Please supply the vehicles, materials, equipment, labor, and/or services described under the heading "Item Description", in the quantities specified subject to the conditions herein, the Terms and Conditions of Purchase / Lease, and all other attachments hereto (which by this reference are hereby made a part of this Purchase Order).

THIS PURCHASE ORDER SHALL BECOME A BINDING AGREEMENT OF SELLER AND BUYER UPON SELLER SIGNING AND RETURNING AN ACCEPTANCE COPY OF THIS PURCHASE ORDER WITHOUT EXCEPTIONS, OR COMMENCING PERFORMANCE OF THIS PURCHASE ORDER, WHICHEVER OCCURS FIRST.

1.0 ORDER OF PRECEDENCE

All Purchase Order documents and subsequently issued Change Notices/Orders are essential parts of this Purchase Order, and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, errors, or omissions, the following order of precedence shall be used:

1. The Purchase Order Form of Agreement with signature page including PO Master Clauses
2. Special Terms and Conditions including Flowdown Clauses
3. Terms and Conditions of Purchase or Rental
4. Attachments

2.0 INVOICING INFORMATION

All Invoices and supporting documentation shall be emailed to:
accountspayable@ports.pppo.gov.

- Subject Line on the email must state "Invoice".
- Do not send hard copies.



Invoices must include the following information:

1. Vendor name and address (must match the Purchase Order).
2. Buyer's Complete Purchase Order number (example: PO-0012345).
3. Purchase Orders with Release numbers must have a separate line/block/space for the specific release number.
4. Purchase Order Line Item Numbers for each item on the invoice.
5. Quantity for each item (Unit of measure must match the Purchase Order).
6. Material description.
7. Material tag number (if applicable).
8. Net price per item (Must match the Purchase Order which is rounded to two decimals).
9. Extended total value for the quantity invoiced.
10. Payment terms (stated on Purchase Order).

Additional Instructions:

- Invoices should be formatted at 8 1/2" x 11", PDF or TIF, & with 300 DPI minimum resolution.
- Combining two or more Purchase Orders on one invoice is not acceptable.
- Invoicing for component parts of a LINE item will not be accepted. Partial quantities of complete units are acceptable (example: 10 ea of a total of 50 ea).
- Payment of invoices will be withheld pending receipt of all information required by the Purchase Order.
- Buyer reserves the right to refuse payment, without loss of discount, on invoices for charges not previously authorized by the Purchase Order.
- Seller must complete the attached electronic funds transfer form. This is only required with the initial set up and with any vendor banking changes.
- When resubmitting rejected invoices, use a "R" for revised (example: Initial Invoice 12345 revised to 12345R).

3.0 COMMERCIAL NOTES

PRICING NOTES

Pricing for all items related to this purchase order shall be in U.S. Currency.

MATERIAL OR EQUIPMENT SUBSTITUTIONS

No material or equipment substitution will be made without written authorization from Buyer.



4.0 BACKCHARGE TO SELLER

Material/equipment deficiencies which cause expenditure of labor hours and any other associated costs will be accumulated and back-charged to the Seller prior to close-out of the Purchase Order. Copies of Buyer's inspection deficiency report (Overage, Shortage, and Damaged Report) will be used as supporting documentation.

Actual costs (labor hours and any other associated costs) + 15% may be back charged to the Seller to compensate for costs incurred by the company.

Prior to expenditure of funds to remedy the deficiency, the Buyer will normally notify the Seller of the existence of the deficiency and the liability for back-charge and request any recommendations for solution.

Seller will be expected to respond within 48 hours of notification to these deficiencies.

If critical construction schedules are impacted, Buyer, at our option, will proceed with repair and replacement without prior notification to Seller and an equitable negotiated settlement will be pursued at a later time.

5.0 TAXES

Unless specifically stated in the Purchase Order, all goods and services are subject to all applicable federal, state, and local taxes.

6.0 PACKAGING INSTRUCTIONS

PACKING LISTS

All packages will have a copy of the Packing List inside the package and a separate copy will be placed on the outside of the package. The packing list will list each Purchase Order Line Item in accordance with the actual purchase order that applies to that package / shipment. The purchase order number and purchase order line item number will be referenced on all packing slips and invoices

PACKAGING RESTRICTIONS

Skids cannot be stacked more than 60" high.

HAZARDOUS MATERIAL DISCLOSURE

Seller is reminded that in accordance with the Terms and Conditions of Purchase the following certification must be made on the bill of lading:

"This is to certify that the above named articles are properly classified, described, packaged, marked, and labeled and are in proper condition for transportation according to any applicable transportation regulations"

HAZARDOUS MATERIAL RIGHTS



The Seller shall submit a Safety Data Sheet, (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313, for all hazardous material in accordance with the delivery schedule requirements set forth within this document. This obligation applies to all materials or items containing hazardous material. Hazardous material is defined in Federal Standard No. 313 in effect on the date of this Purchase Order.

The Seller shall comply with all applicable federal, state, and local laws, codes, ordinances and regulations, including the obtaining of licenses and permits, in connection with hazardous material. Neither the requirements of this article, nor any act or failure to act by the Buyer shall relieve the Seller of any responsibility or liability for the safety of the Buyer, Government, Seller or sub-tier Subcontractor personnel or property.

The Buyer shall have the right to use, duplicate and disclose any data to which this clause is applicable. The purpose of this right is to:

1. Apprise personnel of the hazards to which they may be exposed;
2. Obtain medical treatment for those affected by the material;
3. Have others use, duplicate and disclose the data for Government use in connection with these same purposes.

The Seller shall insert the same clause in any sub-tier Purchase Order which may contain hazardous material

DELIVERY LOCATION:

Receiving Building X720
3930 U.S. Route 23 South
Piketon, Ohio 45661

Receiving Hours: Monday through Thursday – 6:30 AM to 3:15 PM, subject to periodic change. No shipments will be received on holidays. No shipments will be received during lunch period from 10:50 AM to 11:30 AM. Vendors can park in C-Lot during this time, if needed.

SECURITY/BADGING REQUIREMENTS

The SELLER shall contact the Buyer to arrange for entry to the site. A badge or pass is required to enter the site. All SELLER personnel entering the site must be US citizens. Entry requirements may also include a brief orientation covering security, safety, and other topics specific to materials/services being provided by the SELLER.

The names of personnel delivering the material to the site will be transmitted to the Buyer 24-48 hours prior to the planned delivery time. The Seller shall notify the buyer if the material requires special coordination or equipment to off load.

Due to requirements imposed by the Department of Homeland Security, access to the Portsmouth Gaseous Diffusion site located near Piketon, OH now has additional restrictions. For those entering the site from the states and territories listed below, an additional form of identification aside from the individual's driver's license must be presented. Both forms of identification shall be neither expired nor cancelled.



States and territories requiring additional identification States and territories requiring additional identification are provided by the Department of Homeland Security at the following web address: <https://www.dhs.gov/real-id>.

Additional forms of identification considered acceptable (not cancelled nor expired):

- ❖ US Passport or a U.S. Passport Card
- ❖ US Military ID Card
- ❖ US Military dependent's ID card
- ❖ PIV Card
- ❖ US Social Security Card
- ❖ US Coast Guard Merchant Mariner Card
- ❖ Certificate of US Citizenship (Form N-560 or N-561)
- ❖ Certificate of Naturalization (Form N-550 or N-570)
- ❖ US Citizen ID Card
- ❖ Certification of Birth Abroad or Certification of Report of Birth issued by the Department of State (Form FS-545 or Form DS-1350)

If provisions "Special Terms and Conditions for Commercial Items" have been included as part of the contract, please refer to provision #14 of those provisions for information regarding the access of Foreign Nationals.