



General Terms & Conditions - Purchase Order Commercial Items Under Micro-Purchase Threshold

1. DEFINITIONS

Unless otherwise indicated, the following terms shall have the meanings below:

- (a) Government means the United States of America and includes the U.S. Department of Energy (DOE), the National Nuclear Security Administration (NNSA), or any duly authorized representative thereof.
- (b) Triad means Triad National Security, LLC, acting under Contract No. 89233218CNA000001 with DOE/NNSA.
- (c) Subcontractor means the person or organization that has entered into this Agreement with Triad.
- (d) Agreement means these General Terms and Conditions and the Purchase Order, and any supplement and/or Modification thereof.
- (e) Procurement Specialist means Triad's cognizant Acquisition Services Management Division representative.
- (f) Item means "commercial item" and "commercial component" as defined in FAR 2.101.

2. RESOLUTION OF DISPUTES

The parties agree that Subcontractor shall submit a written claim to the Procurement Specialist, which details the dispute. The Procurement Specialist shall provide a written response to the claim within 60 days of receipt. The Procurement Specialist's decision shall be final and conclusive, unless the Subcontractor requests mediation within 45 days of receipt of the Procurement Specialist's written response. No other method for resolution of disputes shall be allowed. There shall be no interruption in the performance of the work, and Subcontractor shall proceed diligently with the performance of this Agreement pending final resolution of any dispute arising under this Agreement between the parties hereto.

3. ACKNOWLEDGEMENT/ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no other additional or conflicting terms submitted by Subcontractor shall be deemed a part hereof unless accepted in writing by Triad's Procurement Specialist. Subcontractor's delivery of supplies under Triad's Purchase Order shall constitute acceptance of these terms and conditions without modification. Any change, amendment or modification must be in writing and executed by Triad's Procurement Specialist.

4. WARRANTY AND INSPECTION

Goods. In addition to the warranties provided for under the Uniform Commercial Code, Subcontractor warrants that all goods furnished under this Agreement will be free from defects, will conform with all requirements of this Order, and, unless manufactured solely in accordance with Triad certified manufacturing designs, will be free from defects in design. Any goods corrected or replaced will be covered by this warranty. Subcontractor agrees to notify Triad's Procurement Specialist immediately upon becoming aware of a potential problem with goods previously delivered to Triad. Nonconforming goods will be replaced or corrected at Subcontractor's expense.

5. COMPLIANCE WITH LAWS

Subcontractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Compliance shall be a material requirement of this Agreement. Subcontractor shall, without additional Triad expense, be responsible for obtaining any necessary licenses and permits. Subcontractor shall include this clause in all subcontracts, at any tier, involving the performance of this Agreement. In the event that any actions that result in fines and/or penalties are taken by a local, state, or federal agency against Triad or the Government for a regulatory and/or permit noncompliance that resulted from a failure of Subcontractor to perform in accordance with this Agreement or local, state, or federal law, Subcontractor shall reimburse Triad or the Government for the amount of the resultant fine and/or penalty including the cost of any additional work required as a result of the enforcement action to the extent caused by Subcontractor's negligence and/or failure. Triad may withhold such amounts from the future payment due Subcontractor.

6. TERMINATION

Triad may at any time, by written notice to the Subcontractor, terminate this Agreement in whole or in part either for the convenience of Triad or for default. In the event of termination for convenience, Triad shall be liable for payments to Subcontractor only for cost for performance rendered up to the effective date of termination. Termination costs shall be determined in accordance with FAR 52.249-1. In no event will payments be made for anticipatory profits or consequential damages as a result of a termination of this Agreement. Triad may terminate this order in whole or in part for default if Subcontractor fails to deliver goods conforming to the requirements of this order, or in the event of the suspension, or debarment of Subcontractor from participation in Federal or state procurement(s). Subcontractor shall provide immediate notice to Procurement Specialist in the event of being suspended, debarred or declared ineligible by any agency or department of the Government, or upon receipt of a notice of proposed debarment from any agency or department of the Government or any State, during the performance of this Agreement. In the event that this order is terminated for default, Subcontractor shall be liable to pay to Triad all amounts incurred for re-procurement of items provided for in the Purchase Order, in addition to any other remedies provided by law or this Agreement.

7. PUBLIC RELEASE OF INFORMATION

Triad does not endorse products or services. Subcontractor agrees not to use Triad's name, the name Los Alamos National Laboratory (LANL), the name of any of its projects or programs, or identifying characteristics of any of these for advertising or in any way, that implies endorsement by Triad National Security, LLC, LANL, or DOE. Any media releases concerning this Agreement are prohibited without prior written consent of the Procurement Specialist.



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8. CHANGES

Triad may, at any time, by a written order make changes within the general scope of the Purchase Order. If any such change causes an increase or decrease in the cost of or the time required for, the delivery of items specified under the Purchase Order, whether changed or not changed by any such order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly. Any claim by the Subcontractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Subcontractor of a written notification of change from Triad. Triad may receive and act upon any such claim asserted at any time prior to final payment under this Purchase Order. Nothing in this clause shall excuse the Subcontractor from proceeding with the Purchase Order as changed.

9. INCORPORATION BY REFERENCE

This Agreement incorporates certain provisions by reference. These articles and clauses apply as if they were set forth in their entirety. For the purposes of the FAR, DEAR provisions, and DOE Orders incorporated by reference, "Contractor" means Subcontractor; "Government" shall mean Triad and/or Government; and "Contracting Officer" means Triad's Procurement Specialist.

FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

FAR 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91)

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

FAR 52.222-50 Combating Trafficking in Persons (MAR 2015)

FAR 52.225-13 Restrictions on Certain Foreign Purchases (Jun 2008)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (June 2013)

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors

FAR 52.244-6 Subcontracts for Commercial Items (OCT 2018)