

BASIC ORDERING AGREEMENT BETWEEN

Evco Partners LP (dba Burgoon Company)
AND

Brookhaven Science Associates, LLC
On Behalf of ICPT for the Department of Energy

BASIC ORDERING AGREEMENT

ICPT Agreement No. 465174

PERIOD OF PERFORMANCE

Effective Date: Contract Award +1 Year.

This Basic Ordering Agreement (BOA) between [Evco Partners LP \(dba Burgoon Company\)](#) (Vendor, hereinafter "Seller") and [Brookhaven Science Associates, LLC](#) (hereinafter referred to as "Contractor") is entered into to provide products and services to Department Of Energy (DOE) Contractors and authorized Subcontractors in accordance with the following:

1. This BOA includes products listed in Attachment A.
2. This BOA is for DOE Prime Contractors (hereinafter collectively referred to as "Contractor").
3. This BOA may also be used by DOE Subcontractors with written authorization of the ICPT Chair.
4. The pricing is in accordance with Attachment B.
5. General Terms and Conditions (04/2016) are included in Attachment C, and made a part herein.

The parties agree that Contractors may place orders under this BOA and receive the appropriate discounted price. Each DOE Contractor shall place its own Orders under this BOA and shall be direct-billed accordingly.

The Seller shall provide products to the following locations, at a minimum:

- Batavia, IL
- Jackson, SC
- Richland, WA
- Los Alamos, NM
- Princeton, NJ
- Menlo Park, CA
- Livermore, CA
- Panhandle, TX
- Kansas City, MO
- Oak Ridge, TN
- Idaho Falls, ID
- Upton, NY
- Berkley, CA
- Golden, CO
- Lemont, IL
- Cambridge, MA
- Albuquerque, NM
- Amarillo, TX
- Austin, TX

ARTICLE 1 – SCOPE OF WORK

The Seller agrees to provide products and/or services as described in Attachment A that Contractor may order during the Period Of Performance (POP) of this BOA.

ARTICLE 2 – PERIOD OF PERFORMANCE (POP)

The Period Of Performance of this BOA, unless sooner reduced, terminated or extended in accordance with the terms and conditions of this BOA, shall commence on date of award + 1 year.

Option to Extend Term of BOA: Contractor may extend the term of this BOA by giving written notice to Seller by the date

Attachment C

specified as the expiration date of this BOA. The exercise of an option to extend the term of this BOA shall be accomplished by a unilateral written modification issued by Contractor. The term of this BOA may be extended pursuant to this clause for up to four (4) years beyond the initial term. Such extension may be made from time to time or in one modification.

ARTICLE 3 – DELIVERY / PAYMENT

The work specified in Article 1 shall be completed and delivered as follows:

- F.O.B. Point (point of delivery): Destination, standard ground freight is paid by Seller for deliveries to locations within the contiguous United States. Contractor is responsible for freight charges for deliveries outside of the contiguous United States and any expedited or special shipping or handling.
- Payment Terms: Net 30 from receipt of an accurate invoice.
- Delivery location and schedule shall be negotiated for each order under this BOA.

ARTICLE 4 – FIXED PRICES / DISCOUNT SCHEDULE

The Contractor shall be entitled to purchase goods services listed in Attachment A at the discount or markup rate per the schedule identified in Attachment B. The discounts and/or markups identified in Attachment B are firm for the effective POP of this BOA, unless otherwise agreed by the Parties.

The discount and markup rates are held firm until TBD. These rates may be adjusted no more than annually through issuance of a bilateral modification to the BOA. Once established, the rates will not be subject to change. At no time shall the Seller charge more than the Manufacturer's or Seller's List Price.

By entering into this BOA, Seller warrants that it provides the most competitive pricing with its Government and Government contractor customers, where such customers operate in substantially similar industries, purchasing substantially similar annual volumes, for like quantities for the same or similar materials under substantially similar conditions of sale. Contractor and/or the U.S. Government shall have the right to examine Seller's records to ensure compliance with this warranty

Pricing remains the same for all methods of payment (i.e. credit card, e-commerce, Purchase Order, etc.).

ARTICLE 5 – ADMINISTRATIVE

Contractor BOA Administrator's Address is as follows:

Maile Nichols
Building 101
P.O. Box 5000
Upton, NY 11973-5000
631-344-3936
mnichols@bnl.gov

Seller BOA Administrator's Address is as follows:

Emily Marks
2701 Palmer Hwy
Texas City, TX
(903)466-4875
emarks@burgooncompany.com

All Orders placed hereunder shall reference this BOA No. [465174](#).

ARTICLE 6 – REPORTING REQUIREMENTS

The Seller shall submit a spend and savings report to the ICPT Chair for each quarter of the fiscal year. The report format and due date will be provided to the Seller near the end of each quarter. The Seller shall deliver the report by the due date requested. Savings shall include both the Discount Rate savings and Markup Rate savings. Discount Rate Savings shall be calculated using the savings associated with the Discount Rate for each Electrical Buy Category. Markup Rate Savings shall be calculated using the delta between the Seller's Nominal Markup Rate and its Markup Rate under the ICPT Agreement.

The Seller shall attend Performance Review Meetings as requested by the ICPT or Contractor site.

ARTICLE 7 – RESERVED

ARTICLE 8 – SITE SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that the Contractor may have requirements unique to its site, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an Order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other

applicable regulations and laws.

ARTICLE 9 – LIST OF ATTACHMENTS

Attachment A – Statement of Work

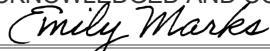
Attachment B – Pricing Form

Attachment C – General Terms and Conditions

Attachment D - Brookhaven National Laboratory Supplier Quality Assurance Requirements

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of Contractor's signature date.

ACKNOWLEDGED AND CONFIRMED;



Evco Partners LP (dba Burgoon Company)	Brookhaven Science Associates, LLC
BY: Emily Marks	BY: Maile Nichols
TITLE: VP of Sales/Marketing	TITLE: Subcontracts Manager
DATE: 7/1/2025	DATE: 07/07/2025

Electrical Supplies & Equipment

ATTACHMENT A

SCOPE OF WORK

07/08/2024

(a) This scope is for electrical supplies and equipment, defined below, as ordered during the term of this Agreement in accordance with the terms and conditions of the Agreement.

Electrical equipment shall be provided for the operation, maintenance, and construction of electrical systems for facilities, buildings, and various projects. Electrical components and products shall be considered any type of product that can be used to route or operate electrical equipment or systems into buildings. Examples of such types of components can be considered wire, cable, fittings, conduit, trough, hardware (electrical and mechanical), switches, circuit breakers, fuses, push buttons, enclosures, panelboards, transformers, power supplies, etc. Portable power supplies such as generators, inverters, etc., to keep job sites running when wired electricity is not available. Low voltage voice and data equipment that includes cables, patch cords, connectors, boxes, splices, jacks facilitate the transmission of signals. Control panels and enclosures, cabinets and electrical equipment racks to install and store equipment, wire and cables organization.

Per Attachment B, Contractor shall provide pricing information in regard to electrical supply and equipment manufacturers that they are authorized distributors / resellers in accordance with this statement of work. Some manufacturers (but not all) that Integrated Contractor Purchasing Team (ICPT) sites use for example are:

3M Electrical Markets, Eaton, General Electric, Siemens, Schneider Electric, Killark, Burndy, Hoffman, General Cable / Carol Brand, Thomas Betts, B-Line, Panduit, Erico, Klein, Southwire, Allen Bradley, Brady, Square D, Leviton, Ideal, Greenlee, MacLean, Hubbell, RAB Lighting, Cooper Lighting, Ferraz Shawmut, Fluke, Belden, Minerallac, Buss, Littlefuse, Ideal, Panduit, Hoffman, Tektronix, Teledyne LeCroy, Keysight, Rhode-Schwarz, Anritsu, Fluke, Megger, AEMC, FLIR, Simpson Electric, Salisbury, GW Instek, BK Precision, Extech, National Instruments, Yokogawa Electric, Agilent, and/or other legacy manufacturers.

Contractor shall only provide Original Equipment Manufacturer (OEM) products of which they are authorized distributors / resellers for on both Attachment A and the Contractor's discount schedule.

(b) All pricing is to include shipping and delivery to specific individual sites within the ICPT community.

(c) Contractor shall provide the promised delivery date for all items based on individual sites guidelines. Individual sites will monitor the performance of Contractor including but not limited to on-time delivery, quality of items provided, Contractor's catalog or method of ordering, and customer service provided.

(d) Contractor shall make delivery within the time specified based on individual sites guidelines within the ICPT community. Contractor shall also maintain a minimum score of 95% for all delivered line items received within the stated Promised Delivery Date based on ICPT sites guidelines.

(e) Contractor shall provide Nationally Recognized Testing Laboratory (NRTL)- Listed and Certified products operating at or above 50 volts.

(f) Contractor shall provide a 'best in class' electrical supplies shopping catalog (e-catalog) platform that can easily be deployed at each Contractors site. All products offered under the e-catalog shall comply with paragraph (e) above, when applicable. Contractor's e-catalog platform shall consist of standard commercial capabilities like, but not limited to, proper discounted pricing, promised delivery date, item pictures and sufficient description details, the ability to return shopping cart information to the Contractor's Enterprise Resource Planning (ERP) system, the ability to block items and groups (i.e., based on keywords, United Nations Standard Products and Services Code (UNSPSC), etc.) and routinely maintained to ensure proper updates are pushed for maximizing catalog capabilities and user experience.

(g) Contractor must have a documented and implemented quality program or system. Contractor must demonstrate conformance with the quality program or system. The Contractor's quality program or system must be subject to assessments by the Buyer's Representative(s). Contractor must employ procedures that assure adequate protection of material and equipment during shipment and while in storage. The Contractor must have an effective storage and age control system for items where acceptability is limited by the age or manner of storage of the item. Contractor must have a means to communicate all product recall alerts, product bulletins, or safety alerts to the buyer. Contractor must establish and maintain a system to assure that all end items (including spares) are of the proper configuration. Contractor must notify the Buyer of any significant changes (those that may affect form, fit, function, reliability, safety, or interchangeability) in product design, fabrication methods, materials, or processing. Contractor must have a documented and implemented Suspect / Counterfeit Items program. Products that are not purchased directly from the Original Equipment Manufacturer (OEM)/Original Component Manufacturer (OCM) must be purchased only from a franchised/licensed distributor of the product being offered. Contractor must ensure traceability of all products to the original equipment manufacturer. All products provided under the terms of this Agreement must be new, unused and authentic.

**BASIC ORDERING AGREEMENT BETWEEN GENERAL
TERMS AND CONDITIONS
FOR COMMERCIAL ITEMS AND SERVICES DOE
CONTRACTORS (04/2016)**

1. DEFINITIONS

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) or any duly authorized representative thereof.
- b. "Seller" means the person or organization that has entered into this Basic Ordering Agreement (BOA).
- c. "Company" means any DOE Contractor and authorized Subcontractor utilizing the BOA.
- d. "Item" means *"commercial items or services"* and *"commercial component"*, as defined in FAR 52.202-1.
- e. "Order" means individual requests for Items or Services (hereinafter referred to as "Item") issued under this Basic Ordering Agreement (BOA).
- f. "Authorized Subcontractor" means a Subcontractor holding an active Subcontract issued by a DOE Contractor.
- g. "BOA Procurement Representative" means the person responsible for negotiating and administering the BOA.
- h. "Order Procurement Representative" means the person responsible for negotiating and administration of the respective Order.
- i. "Site Specific Terms and Conditions" means those unique requirements of the Company issuing Orders under this BOA which will supplement these general Terms and Conditions.

2. ORDER OF PRECEDENCE

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) item description, (2) Site Specific Order, (3) Site Specific Terms and Conditions, (4) the BOA, and (5) the BOA general Terms and Conditions.

3. TITLE AND ADMINISTRATION

All property rights and interests resulting from this BOA and Orders shall pass directly from Seller to the Government. Company shall make payments under Orders from funds advanced by the Government and agreed to be advanced by DOE, and not from its' own assets. The Company may assign the BOA and Orders to DOE or its' designee, and in case of such transfer and notice thereof to Seller, the Company shall have no further responsibilities hereunder.

4. ACCEPTANCE OF TERMS AND CONDITIONS

Seller, by signing the BOA or Orders or delivering the items identified therein, agrees to comply with all the Terms and Conditions, all specifications and all other documents that this BOA or Order incorporates by reference or attachment. Company hereby objects to any Terms and Conditions contained in any acknowledgment of the BOA or Order that are different from or in addition to those mentioned in this document. Failure of Company to enforce any of the provisions of the BOA or Order shall not be construed as evidence to interpret the requirements of the BOA or Order, nor a waiver of any requirement, nor the right of Company to enforce each and every provision. All rights and obligations shall survive final acceptance of performance of the BOA or any Order there under.

5. WARRANTY

Seller expressly warrants that items delivered under the Orders shall be in accordance with Seller's affirmation, description, sample or model, and compliant with all requirements of the BOA and Order. The warranty shall begin upon Company acceptance and extend for a period of:

- (1) the manufacturer's warranty period or six months, whichever is longer, if Seller is not the manufacturer and has not modified the item or
- (2) one year or the manufacturer's warranty period, whichever is longer, if Seller is the manufacturer, of the item or has modified it.

If any nonconformity or latent defect with the item appears within the warranty period, Seller shall promptly repair or replace said items or re-perform services. Transportation of replacement items and return of nonconforming items and repeat performance of services shall be at Seller's expense. If repair or replacement or re-performance of services is not timely, Company may elect to return the nonconforming items or repair or replace said item or re-procure the services at Seller's expense.

6. ASSIGNMENT

Seller shall not assign rights or obligations to third parties without the prior written consent of Company. However, Seller may assign rights to payment, meaning financial compensation to a financing institution if Company is furnished written notice and a signed copy of said assignment at the time of or before request for payment. Payments to an assignee shall be subject to set off or recoupment for any present or future claims of Company against Seller.

7. NEW MATERIALS

Unless otherwise specified in the BOA or Order, all items delivered shall consist of new materials. New is defined as previously unused which may include residual inventory or unused former Government surplus property. This does not include the use of recycled or recovered material as defined by the Environmental Protection Agency in 40 CFR 247.

8. TRANSPORTATION

Transportation shall be "FOB Destination" unless specified otherwise in the Order and no insurance cost shall be allowed unless authorized in writing on the specific Order. The bill of lading shall indicate that the transportation is for the Government and is subject to the standard Government bill of lading terms and any special rates or charges.

9. RISK OF LOSS

Where Company is liable to Seller for loss of conforming items occurring after the risk of loss has passed to Company, Company shall pay Seller the lesser of:

- (1) the agreed price of such items, or
- (2) Seller's cost of replacing such items.

Such loss shall entitle Seller to an equitable extension in delivery schedule obligations.

10. PAYMENT

Unless otherwise provided, terms of payment shall be Net 30 days from the latter of:

- (1) receipt of Seller's proper invoice, if required, or
- (2) delivery (and acceptance, if required by the Order) of items/completion of work.

Any offered discount shall be taken if payment is made within the discount period that Seller indicates. Payments may be made either by check, purchase card or electronic funds transfer (EFT), at the option of Company. Payment shall be deemed made effective as of the date of mailing or the date on which an EFT is made. Notwithstanding anything to the contrary stated herein, the Company shall be entitled at any and all times to set off against any amounts payable by the Company hereunder any amount owing from Seller to the Company under Orders or any subcontracts with Seller.

11. DATA REPORTING REQUIREMENTS

Seller shall report quarterly savings to the contractually named point of contact from the individual sites utilizing this BOA. Savings shall be calculated in one of the following two established methodologies (noted in the Order of Precedence clause):

- (1) BOA pricing paid below Seller's pricing previous price paid (Historically Pricing or established GSA Pricing).
- (2) BOA pricing paid below Seller's most preferred supplier pricing.

12. COMPLIANCE WITH LAWS

- a. Seller shall comply with all applicable Federal, State, and local laws and ordinances and all pertinent Orders, DOE Directives, rules, and regulations (including DOE regulations) and such compliance shall be a material requirement of this BOA and resulting Orders. Seller warrants that each chemical substance constituting or contained in items furnished under this BOA is on the list of substances published by the Administrator of the Environmental Protection Agency (EPA) pursuant to the Emergency Preparedness and Community Right-to-Know Act (EPCRA) and Toxic Substances Control Act (TSCA) as amended. With each delivery, Seller shall provide Company any applicable Material Safety Data Sheet (MSDS) as required by the Occupational Safety and Health Act (OSHA) and applicable regulations including, without exception, 29 CFR 1910.1200.
- b. Seller shall include this Article in all Subcontracts, at any tier, involving the performance of this BOA.

13. TERMINATION FOR CAUSE

- a. Only the Company issuing the BOA may terminate the BOA for cause, in whole or in part, if the Seller fails to comply with any of the terms of the BOA, or fails to provide adequate assurance of future performance. Only the Company issuing any Order may terminate the Order for cause, in whole or in part, if Seller fails to comply with any of the terms of the Order or fails to provide adequate assurance of future performance. In either event, the Company shall not be liable for any amount for items not accepted.
- b. If the BOA or any Order is terminated for cause, the Company may require Seller to deliver to the Company any supplies and materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired for the terminated portion of the BOA or Order. The Company shall pay the mutually agreed-upon price for completed items delivered and accepted. The Company and Seller shall mutually agree on the amount of payment for all other deliverables.
- c. Seller shall not be liable to Company for delays in performance occasioned by causes beyond Sellers' reasonable control and without its fault or negligence.
- d. The rights and remedies of the Company in this clause are in addition to any other rights and remedies provided by law or under the BOA or resulting Order.

14. BANKRUPTCY

If Seller enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the BOA Procurement Representative within five (5) days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the BOA and Order numbers for which final payment has not been made.

15. TAXES

Tax collection and payment is specific to the Company issuing an order under this BOA; therefore, Seller should refer to the Site Specific Terms and Conditions for each order. In the event no Site Specific Terms & Conditions regarding taxes are contained in an order, the order prices shall include all Federal, State & local taxes and duties when applicable.

16. CHANGES

- a. The Company issuing the BOA reserves the right to make changes within the general scope of the BOA by issuance of a unilateral Change Order, or by a bilateral modification to the BOA. The Company issuing the Order reserves the right to make changes within the general scope of the Order by issuance of a unilateral Change Order or by a bilateral modification to the Order. Such changes may include, without limitation, changes in (1) the description of the item, (2) the quantities of items ordered, (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection, or acceptance. The Seller shall promptly comply with any such change made by the Company. If any change affects the cost of or the time required for performance, an equitable adjustment to the price and/or delivery requirements and other affected provisions of the BOA or any Order shall be made by the parties in a bilateral modification. Any claim for adjustment by Seller must be made within thirty (30) days from the date of receipt of the change notice, although Company in its sole discretion may receive and act upon any claim for adjustment at any time before final payment.
- b. Only the BOA Procurement Representative is authorized on behalf of Company to issue changes whether formal or informal to the BOA. Only the Order Procurement Representative is authorized on behalf of Company to issue changes whether formal or informal to the respective Order. If Seller considers that any direction or instruction by Company personnel constitutes such a change Seller shall not rely upon such instruction or direction without written confirmation from the BOA Procurement Representative or the Order Procurement Representative, as the case may be.
- c. Nothing in this Article, including any disagreement with Company about the equitable adjustment, shall excuse Seller from proceeding with the agreement as changed by the BOA Procurement Representative or the Order Procurement Representative, as the case may be.

17. TERMINATION FOR CONVENIENCE

The Company issuing the BOA may, in its sole discretion, terminate the BOA, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller a written notice of termination. The Company issuing the Order may, in its sole discretion, terminate the Order, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller written notice of termination. Upon receipt of a notice of termination, the Seller shall, unless the notice requires otherwise, discontinue all performance on the date and to the extent specified in the notice, and shall otherwise minimize costs to the Company. Payment for items already completed or in the process of completion, shall be adjusted between the Seller and the Company in a fair and reasonable manner, but such payment shall exclude any allowance for the uncompleted portion of the items, or any anticipated profits thereon. Such payment for items already completed or in the process of completion shall be the total compensation due to the Seller for termination for convenience by the Company.

18. SUSPENSION

The Company issuing the BOA may, for any reason, direct the Seller to suspend performance of any part of or all of the performance of the BOA for an indefinite period of time. The Company issuing the Order may, for any reason, direct the Seller to suspend performance of any part of or all of the performance of the Order. If any such suspension significantly delays the progress of or causes the Seller additional direct expenses in the performance of the BOA or any Order, not due to the fault or negligence of the Seller, the compensation to the Seller shall be adjusted by a modification to the BOA or any Order and the time of performance shall be extended by the actual duration of the suspension. Any claim by the Seller for compensation of a schedule extension must be supported by an appropriate document asserted within ten (10) days from the date an order is given to the Seller to resume the performance of the BOA or any Order.

19. INCORPORATION BY REFERENCE

The BOA incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For Federal Acquisition Regulation (FAR) provisions incorporated by reference, "Contractor" means Seller and "Contracting Officer" means the Company BOA Procurement Representative. The FAR clauses may be obtained from the Company upon request.

The following clauses are incorporated by reference:

FAR 52. 219-8 Utilization of Small Business Concerns (MAY 2004)

FAR 52.222-26 Equal Opportunity (APR 2002), (The required poster is available at:

<http://www.dol.gov/dol/esa/public/regs/compliance/posters/eo.htm>)

FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (DEC 2001), and

FAR 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)

FAR 52.225-1 Buy American – Supplies (Jan 2021); Modified By DEAR 970.2570 (Nov 2010)

FAR 52.225-8 Duty-Free Entry (Oct 2010)

FAR 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021)

FAR 52.227-3 Patent Indemnity (APR 1984)

FAR 52.227-9 Refund of Royalties (APR 1984)

FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

END OF DOCUMENT

BROOKHAVEN NATIONAL LABORATORY

SUPPLIER QUALITY ASSURANCE REQUIREMENTS

(BNL-QA-101)

PO/Contract No.: 448526

INSTRUCTIONS: At least one sub-clause in Clause 3.1 must be selected which will automatically invoke Clauses 3.2 through 3.22 collectively on purchase orders. If applicable, the Special Requirements of Section 4.0 need to be individually selected and can be modified as required.

(NOTE: Save this form to your desktop and select the appropriate clauses by clicking on the boxes ☐).

1.0 PURPOSE & SCOPE

- 1.1 This document establishes quality assurance requirements to which Suppliers to Brookhaven Science Associates (BSA) must conform when specified in the procurement documentation.
- 1.2 This document contains two main sections. Section 3.0 covers the general requirements that are applicable to all Suppliers. Section 4.0 contains special quality requirements that are applicable only when specifically invoked in the procurement documentation.

2.0 DEFINITIONS

- 2.1 The term Procurement documentation means the purchase order (PO), contract, subcontract, Request for Proposal (RFP), Request for Quotation (RFQ) or other written agreement with the Supplier (seller) in which the requirements of BSA are incorporated.
- 2.2 The term Buyer means BSA operating Brookhaven National Laboratory, acting by and through its Procurement & Property Management Division (PPM) issuing the PO/contract.
- 2.3 The term Supplier (seller) means the legal entity, which is the contracting party, with the Buyer with respect to the procurement documentation.
- 2.4 The term article or item means a product and/or a service.

3.0 GENERAL REQUIREMENTS

Unless otherwise specified in the procurement documentation, the following General Requirements apply:

3.1 Supplier's Quality System and Quality Requirements

The Supplier must have and maintain an effective quality system that will, as a minimum, comply with all of the requirements as designated by the following:

- ☐ **3.1.1** A quality system certified/registered to the ISO 9001 standard: (latest revision as of the date of issuing the procurement documentation).
- ☐ **3.1.2** A quality system that meets the requirements of the ISO 9001 standard: "Quality Management Systems – Requirements" (latest revision as of the date of issuing the procurement documentation).
- ☐ **3.1.3** Conformance to Supplier's/Manufacturer's quality program or system.
- ☒ **3.1.4** Other: Refer to procurement documentation, (e.g. PO, Statement of Work [SOW], specifications, drawings) for quality requirements.

NOTE: Clauses 3.2 through 3.22 apply to all POs and will be included collectively in other procurement documentation when required/specified.

3.2 Assessment by Buyer

The Supplier's quality system is subject to assessments by the Buyer's Representative(s) for conformance with the requirements of the PO. Supplier or Distributor must allow BSA representatives, BSA customers, and regulatory agencies right of entry into the Supplier's facilities to determine and verify product, processes, records, personnel, material, procedures, and systems.

3.3 Change Approval

No change(s) are permitted to be made to any Buyer requirements, (e.g. part number, model number, etc.) without the prior written approval of the Buyer.

3.4 Responsibility for Subcontractors

It is the responsibility of the Supplier to impose applicable requirements from this document upon their subcontractors. Additionally, the Buyer reserves the right to disapprove, in writing, any subcontractor.

3.5 Responsibility for Conformance

The Supplier is responsible to provide items that conform to the requirements of the PO regardless of any assessments, surveillances, inspections and/or tests by the Buyer or its representatives at either the Supplier's or Buyer's facility. The Buyer reserves the right to request failure analysis and corrective action for non-conforming articles or items submitted or supplied to the Buyer. The Supplier is responsible for notifying the Buyer of any recalls or alerts associated with this PO.

3.6 Protection of Material and Equipment

The Supplier must employ procedures that assure adequate protection of material and equipment during shipment and while in storage. Such protection must include special environmental packaging, as necessary. All items shipped (originally packaged or repackaged) to BNL or other locations cited in the PO or contract, must comply with the requirements for preservation, packaging and marking as stated in the latest revision of ASTM Standard D 3951 Standard Practice for Commercial Packaging.

3.7 Measuring and Test Equipment (M&TE) Calibration

The Supplier must calibrate any M&TE used in the fulfillment of the PO requirements against certified standards that are traceable to the National Institute of Standards and Technology (NIST), or some other recognized national or international standard, or physical constant. The Supplier must notify the Buyer of any condition found during the calibration, servicing or repair of measuring and test equipment that can affect the end item requirements.

3.8 Suspect Counterfeit Parts

- The Supplier must verify the procurement source and associated certifying paperwork.
- Appropriate incoming inspection test methods must be used to detect potential counterfeit parts and materials.
- The Supplier must flow this requirement down to all sub-tier suppliers to prevent the inadvertent use of counterfeit parts and materials.
- Distributors must not modify, rework or repair material shipped on this order.

* For more information refer to the following Department of Energy website: <https://www.energy.gov/ehss/corporate-reporting-analysis/databases/suspectcounterfeit-and-defective-items>

3.9 Electrostatic Discharge Control

Items that are susceptible/sensitive to electrostatic discharge (ESDS) must be handled and packaged to protect them from damage. Items and/or packages must be labeled to indicate the susceptibility to electrostatic discharge.

3.10 Electrical or Fire Protection Equipment, Material, and Systems

All electrical or fire protection equipment, material, and systems delivered to BNL must be certified, listed, or labeled by a Nationally Recognized Testing Laboratory (NRTL). The CE mark is NOT a recognized NRTL certification mark. (For a listing of OSHA-recognized NRTLs, refer to <http://www.osha.gov/>)

For electrical or fire protection equipment, material, and systems which no NRTL accepts, certifies, lists, labels, or otherwise determined to be safe, the Supplier must determine the equipment to be safe for its intended use. The determination must be made on the basis of test data. The determination and test data documents must be made available to BSA prior to or upon delivery for review and acceptance by the applicable BSA Authority Having Jurisdiction (AHJ).

In accordance with 29 CFR 1910.147(c)(2)(iii) whenever new machines or equipment are provided with energy isolating devices, those devices must be designed to accept a lockout device.

3.11 Hoisting & Rigging Equipment

All hoisting & rigging equipment used at BNL must meet the requirements of the latest applicable OSHA Regulations and ASME B30 Series standards for design, construction, markings, and proof load testing.

When proof load testing is required by the standards, a certificate must be provided upon delivery documenting the proof test.

3.12 Deleted**3.13 Powered Machine Shop Equipment**

All powered machine shop equipment (e.g., lathe) delivered to BNL must meet the requirements of the latest applicable OSHA 1910 Regulations (e.g., part subpart O). Equipment purchased must include an integrated NFPA 79 compliant emergency stop and an anti-restart device.

3.14 Vehicle-Mounted Elevating and Rotating Aerial Devices

All vehicle-mounted and rotating aerial devices equipment used at BNL must meet the requirements of ANSI A92.2.

3.15 Self-propelled Elevating Work Platform Equipment

All self-propelled elevating work platform equipment (e.g., scissor lift) used at BNL must meet the requirements of ANSI A92.6.

3.16 Manually Propelled Elevating Aerial Platform Equipment

All manually propelled elevating aerial platform equipment used at BNL must meet the requirements of ANSI 92.3.

3.17 Boom Supported Elevating Work Platform Equipment

All boom supported elevating work platform equipment used at BNL must meet the requirements of ANSI 92.5.

3.18 Powered Industrial Trucks and Attachments

Powered industrial trucks (e.g. forklifts, hi-lows) must meet the requirements of the ANSI/ITSDF B56 series for design, construction, markings, and test loading. Industrial truck attachments must be approved by the truck manufacturer and supplied with an attachment data plate indicating the new truck capacities.

3.19 Used Industrial Equipment

For used industrial equipment (e.g. scissor lifts, fork lifts, etc.), a Certificate of Conformance as defined in clause 4.16, must be provided as objective evidence and must additionally state that all maintenance and manufacturing alerts have been screened and all required repairs and improvements have been completed. The Supplier must provide records of the last year of maintenance.

3.20 Global Harmonized System Compliance

The supplier of chemicals must deliver the chemical in full compliance with the Department of Labor, Occupational Safety & Health Administration (OSHA)'s Globally Harmonized System (GHS) Hazard Communication Standard (29CFR1910.1200), available at:

<https://www.osha.gov/dsg/hazcom/HCSFinalRegTxt.html>

All hazardous chemicals delivered to BNL must be accompanied by an GHS Safety Data Sheets (SDS) with the format and content specified in 29CFR1910.1200. For information on the GHS SDS see OSHA Brief- Hazard Communication Standard: Safety Data Sheets Publication 3514 available at:

<https://www.osha.gov/Publications/OSHA3514.pdf>

All hazardous chemicals delivered to BNL after 12/01/2015 must have a label with the elements specified in 29CFR1910.1200 [product identifier; pictograms; signal words; hazard statement(s); precautionary statement(s); and manufacturer, importer, or distributor's name, address, and telephone number]. For information on the GHS label, see OSHA Brief- Hazard Communication Standard: Labels and Pictograms Publication 3636 available at: <https://www.osha.gov/Publications/OSHA3636.pdf>

3.21 Age/Shelf Life and Storage Control

The Supplier must have an effective storage and age control system for items where acceptability is limited by the age or manner of storage of the item. The system must include a method of identifying the expiration date on the containers in which material is delivered to the Buyer. Special handling conditions must be recorded on certifications and shipping documents covering the material delivered to the Buyer. At the time of receipt, the material must not have less than three-quarters of its shelf life remaining, without prior written approval from the Buyer for each shipment.

3.22 Product Recalls/Product Bulletins/Safety Alerts

Any and all product recall alerts, product bulletins, or safety alerts must be communicated by email directly to ProductRecallAlert@BNL.gov. Provide the Purchase Order Number(s) and names of purchasers with notification to assist BNL in locating and identifying the subject material.

4.0 SPECIAL REQUIREMENTS

The following Special Requirements are applicable only when specified in the procurement documentation or as indicated by check mark hereon. These Requirements can be modified as required.

INSTRUCTIONS: Since sub-clauses (e.g., 4.4.1) are tied to the main clause (e.g., 4.4), the requirements of the main clause will apply by default whenever any sub-clause is selected (regardless of whether the main clause was selected/checked).

☐ **4.1 Quality Assurance Program or Manual**

The Supplier must submit a copy of their Quality Assurance Program or Manual with their proposal for review and evaluation.

☐ **4.2 Configuration Control System**

The Supplier must establish and maintain a system to assure that all end items (including spares) are of the proper configuration, and that all approved configuration changes are incorporated at the specified effectivity points. Records must be maintained to verify the configuration of each item.

☐ **4.3 Process Sheets, Travelers, etc.**

The Supplier must maintain a system of process sheets, shop travelers, or equivalent means to define the sequence of manufacturing, inspection, installation and test activities to be performed. Flow sheets, or equivalent, must be provided for sign-off by designated inspection personnel at specified inspection and test points, including, as required, re-inspection and re-test points, to assure completion as well as proper sequencing of required operations.

☐ **4.4 Manufacturing/Inspection/Test Plan**

Sixty (60) calendar days prior to performance of work, the Supplier must submit for the Buyer's approval a Manufacturing/Inspection/Test Plan for the item(s) to be produced. Once approved, changes/revisions must be approved by the Buyer prior to implementation. The Plan must satisfy one or more of the following as selected:

- ☐ **4.4.1** Identification of parts and subassemblies showing integrated flow into end item(s).
- ☐ **4.4.2** Identification of critical manufacturing operations, as well as inspection and test checkpoints.
- ☐ **4.4.3** The Plan may be a single document, or may make use of existing "travelers," or other suitable planning and control documents.

☐ **4.5 "Witness" Points**

The Buyer reserves the right to designate selected manufacturing, inspection, and/or test operations as "witness" points. The Supplier must provide the Buyer with five (5) working days notice in advance of reaching such witness points during the manufacturing and test cycle of each item.

☐ **4.6 Test and Inspection Procedures**

Test and inspection procedures required to demonstrate satisfactory completion of requirements must be prepared by the Supplier and submitted to the Buyer for approval sixty (60) calendar days prior to use of such procedures. Once approved, changes/revisions must be approved in writing by the Buyer prior to implementation.

☐ **4.7 Special Processes**

Processes (e.g., welding, brazing, bonding, plating, chemical machining, chemical coating, chemical cleaning, precision cleaning, heat treating, or waste processing) that either cannot be verified non-destructively or require a unique (special) non-destructive test/inspection (e.g., radiographic inspection, ultrasonic testing,

pressure leak testing) must be performed in accordance with detailed written procedures. These procedures must specifically describe the exact manner in which the processes are to be performed. Additionally, the following requirements apply as selected:

☐ **4.7.1** Copies of special process procedures must be made available on request for review by the Buyer's representative.

☐ **4.7.2** At least sixty (60) calendar days prior to use on items deliverable to the Buyer, the Supplier must submit to the Buyer copies of all applicable process procedures for review and approval. Revisions or changes to Buyer-approved special process procedures must be submitted to the Buyer for review and approval prior to implementation.

☐ **4.7.3 Qualification of Procedures, Facilities, Equipment and Personnel**

The Supplier must, prior to use, qualify the procedures/specifications, facilities, equipment and personnel that will be used for the performance of special processes. Only those personnel who have been qualified to perform a specific special process must be used to perform that process. Records of such qualification must be available to the Buyer's representative upon request.

4.8 Qualification of Procedures, Facilities, Equipment

Superseded by Sub-clause 4.7.3

4.9 Qualification of Special Process Personnel

Superseded by Sub-clause 4.7.3

☐ **4.10 End-Item Documentation Package**

The Supplier must provide a documentation package for each shipment of the item(s) supplied, which consists of objective evidence of compliance with PO requirements. This documentation package must be complete, legible, indexed, and traceable to the item supplied. Additionally, the following requirements apply as selected:

☐ **4.10.1** Copies of reports of all required or necessary inspections, examinations and tests, properly validated by the Supplier's authorized personnel.

☐ **4.10.2** A listing of the as-built configuration of each delivered item; this may be defined by the use of drawing numbers and revisions, unique parts lists or other such means of positive identification.

☐ **4.10.3** Copies of nonconformance reports dispositioned as "rework/repair" or "use-as-is", and all BSA approved deviation/waivers.

☐ **4.10.4** Copies of material test certificates for specified materials, showing physical and chemical properties.

4.10.5 – Superseded by Clause 4.16

☐ **4.11 Release for Shipment**

The documentation package required in Clause 4.10 must be approved by the Buyer's representative prior to release of the item for shipment.

☐ **4.12 Shipment of Documentation Package to Buyer**

Three (3) copies of the documentation package required in Clause 4.10 must be shipped to the Buyer with or prior to each shipment of the purchased items.

4.13 Failure Reporting, Analysis and Corrective Action

The Supplier must maintain a failure reporting, analysis and corrective action system that must, at a minimum, evaluate, analyze and correct failures occurring during qualification, first article and end-item acceptance testing and inspection. The results of all failure evaluations and analyses must be documented and available for review by the Buyer.

4.14 Source Inspection/Surveillance

Items to be delivered require inspection, tests or surveillance by the Buyer's representative at the Supplier's facility. Five (5) working days advance notice, for acceptance inspections and tests, must be provided by the Supplier to the Buyer to permit scheduling of source inspection.

4.15 Chemical and Physical Test Report

One copy of the actual chemical and physical test report(s) for each heat, batch or lot must accompany each shipment. Test reports must list the actual parameters tested, the acceptable limits for each parameter, and must contain the actual readings taken during test.

4.16 Certificate of Conformance (C of C)

With each shipment, per the procurement documentation, the Supplier must submit a Certificate of Conformance (C of C). In case of drop shipment, a copy of the certificate must be submitted to the Buyer at the time of shipment. The certificate must include the title of and be signed by an authorized representative of the company, and must constitute a representation by the Supplier that:

- A. Materials used are those which have been specified by the Buyer, and that the items delivered were produced from materials for which the Supplier has on file, reports of chemical or physical analysis, or any other equivalent evidence of conformance of such items to applicable specifications;
- B. Processes used in the fabrication of items delivered were in compliance with applicable specifications included as part of the PO/contract, or Buyer-approved procedures or specifications;
- C. The items as delivered comply with all applicable drawings, specifications, deviations/waivers and other requirements of the procurement documentation; and-
- D. When specified, cleaning and cleanliness requirements have been completely satisfied. The C of C must reference the Supplier's applicable cleaning procedures.

4.17 Report with Each Shipment

Superseded by Clause 4.10

4.18 First Article Acceptance

Buyer acceptance of first article(s) is required prior to the production run. The first article(s) must be identified as such, including the PO number/contract, part number, and part name. The Supplier is required to:

- ☐ **4.18.1** Submit the first article(s) to the Buyer's representative for test/inspection to be conducted at the Supplier's facility by the Buyer's representative.
- ☐ **4.18.2** Submit the first article(s) to the Buyer for test / inspection by the Buyer at the Buyer's facility.
- ☐ **4.18.3** Submit the first article(s) to the Buyer together with documents showing data representing results of the Supplier's first article(s) test/inspection, including the actual dimension or value for each specified characteristic.

- ☐ **4.18.4** After Buyer acceptance of first article(s), all of the remaining units required by the PO/contract must be produced by the Supplier and the Supplier's suppliers using the same design, materials, processes, methods and tooling that were used to manufacture the approved first article(s). Any changes must have prior written approval from the Buyer.

4.19 Notification of Change to Design, Methods, or Processes

The Supplier must immediately notify the Buyer of any significant changes (those that may affect form, fit, function, reliability, safety, or interchangeability) in product design, fabrication methods, materials, or processing from those used by the Supplier at time of Supplier's quotation or offer to the Buyer, which resulted in the PO.

4.20 Age/Shelf Life and Storage Control

Superseded by Clause 3.21

4.21 Serial Numbers

The Supplier must assign/mark a separate and distinct serial number to each end-item in accordance with the procurement documentation. A record of the serial number, for each part number, must be maintained by the Supplier.

4.22 Lot or Batch Numbers

For items furnished in accordance with the procurement documentation, the manufacturing lot or batch number must be indicated on the packing list, certifications and other applicable documents. Where impractical to mark individual parts due to size or shape, the lot or batch number must be marked on identifying tags or the smallest unit package.

4.23 Material Traceability

Materials used must be identified by material type, applicable specification and revision number, and be traceable to their lot and/or heat number(s). Traceability records must be available for review by the Buyer's representative.

4.24 Shipment Destination Other than BNL

The material ordered is to be shipped to other than the Buyer's facilities. Copies of the data required in accordance with the procurement documentation must accompany the shipment; in addition, one copy of such data must be mailed to the Buyer on the same day that shipment is made.

4.25 Heat Treat Bars

Superseded by Clause 4.7

4.26 Burn-in

Burn-in must be performed on each completed item, per the procurement specification or Supplier's Burn-In process approved by the Buyer. Records of burn-in testing, repairs and test results must be maintained and must be available to the Buyer's representative upon request.

4.27 Welding Procedures

Superseded by Clause 4.7

4.28 Weld/Braze Inspection Report

A report(s) must be submitted that indicates the complete inspection of welds or brazes from the initial fit-up stage through final inspection. Inspection reports must be accompanied by all radiographic films, filler metal reports etc. The reports must contain the signature or stamp, and title of an authorized Supplier representative.

4.29 Radiographic Quality Requirements

Items requiring radiographic inspection must be radiographed and processed in accordance with the Supplier's special process

procedures that satisfy design specifications, standards or other procurement documentation requirements. Personnel reading and interpreting film must have been examined and certified. Responsibility for this certification must rest with the Supplier, whether the Supplier does the work or subcontracts to a specialized laboratory. A report of the findings must include the name of the reader and the signature and title of a responsible representative. The radiographic film and a reproducible copy of the report must accompany each shipment. An adequate method of identifying and cross-referencing each film exposure, report, and item must be provided. When parts are serialized, serial numbers must appear on the report and the film.

☐ **4.30 Nondestructive Test Reports**

All nondestructive testing must be conducted in compliance with the Supplier's special process procedures that satisfy the applicable provisions of the design specifications, or other procurement documentation requirements. Personnel and equipment utilized in performance of such tests must be qualified for the type of test performed. The Supplier must furnish with, or prior to, each shipment reports of such nondestructive examination of material or items furnished. These reports must be identifiable to the respective item or material including the specific section, joints or views of the item furnished. These reports must contain the signature and title of an authorized Supplier representative. When items are serialized, the serial numbers must appear on the reports.

☐ **4.31 Pressure or Leak Test Reports**

Test reports must be prepared for all pressure and leak tests. Such reports must state the requirement, the Supplier's test procedure number, and the observed result for each item, joint or connection tested. When items are serialized, the serial numbers must appear on the report. Reports must contain the signature/title of an authorized Supplier representative and must accompany each shipment.

☐ **4.32 Cleaning Certification**

Superseded by Clause 4.16 D

☐ **4.33 Calibration Certification**

The Supplier must submit with each instrument/system a certification that the instrument/system has been calibrated and is ready for use. The certification must contain, at a minimum, the identity of the instrument/system, identification of the calibration procedure used, identification of the standards and/or equipment utilized for the calibration, and a statement that the calibration of the standards and/or equipment used is traceable to the NIST or some other recognized national or international standard, or physical constant. Unless otherwise specified, detailed support data must remain on file for minimum of three (3) years with the Supplier and must be available for review by the Buyer. The certification must also contain the signature and title of an authorized Supplier representative.

- ☐ **4.33.1** The Supplier will provide "As Found" (i.e., before) and "As Left" (i.e., after) measurements with the certification.

☐ **4.34 Operating-Maintenance Manual**

Documentation containing operating procedures, maintenance instructions, spare parts lists, and handling procedures must be submitted with the shipment of the first item.

☐ **4.35 Computer Software Configuration Management**

The Supplier must have and maintain an effective software configuration management system. The Supplier's system must establish requirements for placing software under configuration control, provide for the positive identification of software, and the control of all software baseline changes.

- ☐ **4.35.1** The Supplier must submit a copy of their software configuration management procedure(s) with their proposal for review and evaluation, and specifications for software features, including requirements for safety, security, functions, and performance.

4.35.2 Superseded by Sub-clause 4.35.1

☐ **4.36 Computer Software Verification and Validation (V&V)**

The Supplier must develop written procedures describing the controls applied to the design of software and the validation of the design through independent technical review. The procedures must provide for documentation of review activities, including requirements for documenting comments and resolution of comments. Supplier software designs and review documentation must be subject to review and approval by the Buyer.

The Supplier must test and verify computer software developed or modified to fulfill the requirements in the procurement documentation. The verification testing must be accomplished by a comparison of test results with those from other verified software, or by a comparison with results from analytical solutions or Buyer-approved alternatives.

☐ **4.37 Computer Software Notification of defects, new releases or other issues**

For Safety Software, the Supplier must provide a process to (a) notify users of defects, new releases, or other issues that impact the operation and (b) mechanisms for the users of the software to report defects and request assistance in operating software.

4.38 Computer Software User Training

The Supplier must provide formal on-site, off-site or on-line training for users.

☐ **4.39 Records**

The Supplier must retain objective evidence, including records, of the inspections and tests performed in the course of manufacturing, testing, inspecting, preserving, packaging, and preparation for shipment of procured items. These records must be made available to the Buyer's representative for review upon request. These records must be maintained for a minimum of three (3) years, unless otherwise specified in the procurement documentation, after the completion of the PO/contract.

4.40 Electrical, Fire Protection, or Scaffolding Equipment, Material, and Systems

Superseded by Clause 3.10

4.41 Hoisting & Rigging Equipment

Superseded by Clause 3.11

4.41.1 Powered Industrial Truck Attachments

Superseded by Clause 3.18

4.41.2 Custom-made Equipment

Superseded by Clause 3.11

4.41.3 Critical Lifts

Superseded by Clause 3.11

4.42 Marking of Outer Package and Hoisting & Rigging Services

Superseded by Clause 3.12

☐ **4.43 Franchised/Licensed "Distributor" Traceability**

Products that are not purchased directly from the Original Equipment Manufacturer (OEM)/Original Component Manufacturer (OCM) must be purchased only from a franchised/licensed distributor of the product being offered. The distributor must ensure traceability of all

products to the original equipment manufacturer by identifying the original manufacturer for each lot/date code on the Certificate of Conformance. The distributor must provide a copy of the Manufacturer's certificate for the lot number being supplied, along with their franchised distributor certification. The distributor must not use unapproved brokers (any company, person, or entity who is not an OEM/OCM) for the purchase of components and parts, unless pre-approval has been granted by Brookhaven Science Associates (BSA).

4.44 Power Machine Shop Equipment

Superseded by Clause 3.13

4.45 Aerial Lifts Equipment

Superseded by Clause 3.14

4.46 Self-propelled Elevating Work Platform Equipment

Superseded by Clause 3.15