

Purchase Order

Enclosure A

Brookhaven National Laboratory

Brookhaven National Laboratory
Upton NY 11973-5000

Dispatch via E-Mail

Purchase Order BNL-0000423689	Date 02/09/2023	Revision	Page 1
Payment Terms Net 30	Freight Terms FOB Destination, Frt Prepaid	Ship Via UPS-GROUND	
Buyer GILMAN, BETHANN gilman@bnl.gov	Phone 631/344-4144	Currency USD	

DRAFT

Vendor: 0000026188
ANY VENDOR
ANY STREET
ANYTOWN NY 11973

Bill To: Brookhaven National Lab
Fiscal Division Building 400-D
PO Box 5000
Upton, NY 11973-5000
APinvoices@bnl.gov

Ship To: Brookhaven National Lab
Ref PO#: 0000423689
Receiving: Bldg 98 Rochester St
Upton, NY 11973

Brookhaven Science Associates (BSA), LLC is placing this Purchase Order under its Prime Contract with the U.S. Department of Energy and is pursuant to the General and/or Supplemental terms and conditions which can be viewed via the internet at: <https://www.bnl.gov/ppm/terms-and-conditions.php>
Should supplier have any questions and/or not have access to these terms and conditions, contact the buyer or contract specialist immediately.

Tax Exempt? Y **Tax Exempt** NYS216880 **Replenishment Option:** Standard

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
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1- 1	Oxford Cryogenic System PRXMX-SYSTEM-450 w/ Installation or its Equivalent per Attachment (A.1 Specifications)		1.000UNT			02/09/2023
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Schedule Total

QA Paragraph(S): 3.1.3, 4.16, 4.43, 4.39, 4.2

ESH&Q Risk Level: A3 - Minor

Item Total

TERMS & CONDITIONS:

The provisions of Brookhaven Science Associates, LLC General Terms and Conditions for Commercial Items and Services, Rev. 22.0 (Sept 2022) are incorporated herein and made a part hereof.

SUPPLEMENTAL:

The provisions of Brookhaven Science Associates, LLC Supplemental Terms and Conditions for Work by Contractors on Site at Brookhaven National Laboratory Rev. 22.0; (Sep.,2022) are incorporated herein and made a part hereof.

QUALITY ASSURANCE REQUIREMENTS:

Reference is made to the Brookhaven National laboratory Supplier Quality Assurance requirements, BNL-QA-101, which is incorporated herein and made a part of the purchase order. In addition to all the General Provisions, the Supplier agrees all material delivered against this purchase order will conform to the Quality Assurance paragraphs indicated in the line description(s).

PRODUCT RECALLS:

Any and all product recall alerts should be communicated by email directly to ProductRecallAlert@BNL.gov. Provide all available information, such as Purchase Order Number(s), date of order, and names of purchaser with the notification to assist BNL in locating and identifying the subject recall material.

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SHIPPING REQUIREMENTS:

--IMPORTANT NOTE TO VENDOR--

Please provide a packing slip with every shipment on the OUTSIDE of the box.
Failure to do so will result in delayed receipt, payment of invoice and a Non-Conformance Report (NCR)

* DO NOT INSURE THE SHIPMENT OR DECLARE VALUE ***

** SELLER SHALL SHIP ALL PACKAGES TO "RECEIVING BUILDING 98".

*** OUTSIDE LABELS, PACKING SLIP AND INVOICE ALL MUST REFERENCE PO# 423689****

-Early delivery is encouraged and appreciated.

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INVOICING:

Electronic invoice submittal is preferred by BSA. Invoices shall be submitted in PDF format with the P.O. number, price and description included, via e-mail, to APINVOICES@BNL.GOV. If e-mail is not accessible, invoices shall be forwarded to Brookhaven's Account Payable section, Building No. 400-D. In addition, the supplier shall indicate the final invoice by clearly marking such invoices as "Final".

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ACCEPTANCE:

2/xx/23 BG: Prices & Delivery confirmed with XXXXXXXX

****PLEASE CONFIRM RECEIPT OF PURCHASE ORDER TO BETH GILMAN****

PHONE: (631) 344-4144 or EMAIL: GILMAN@BNL.GOV

Total PO Amount

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SPECIAL INSTRUCTIONS:

- This order does not bind or purport to bind the U.S. Government or the DOE.
- Prices are firm unless otherwise indicated.
- The total P.O. dollar amount listed herein shall not be exceeded without a signed change order known as a modification to the P.O. This modification must be issued by a Brookhaven National Lab Procurement Individual.
- P.O. Number must appear on all correspondence, invoices, shipping papers and packages.
- Invoices sent anywhere other than to the Fiscal Division, Bldg. 400-D, or to the email APinvoices@bnl.gov, are not deemed to be officially received for payment term purposes.
- Address all correspondence concerning this order to the above named person.
- Brookhaven National Laboratory FAX No.631-344-5499.

DELIVERY LOCATION AND HOURS:

Deliveries to Brookhaven National Laboratory (BNL) are accepted between the hours of 8:00 am-12:00 pm or 1:00-4:00 pm EST, Monday through Friday. Unless otherwise noted on the Purchase Order/Contract, all deliveries to Brookhaven National Laboratory (BNL) shall be made to building 98 or to the satellite stockrooms in buildings 452, 510, 729, 740 or 918.

ADVANCE NOTIFICATION OF DELIVERY:

Each shipping container (transport package) with a gross weight equal to or greater than 400 pounds (180 kilograms) or having an offset center of gravity requires special material handling/rigging by BNL personnel. The shipper shall provide a minimum of 3 days advance notice of delivery by contacting BNL Warehouse Operations at (631) 344-2300 or WarehouseOperations@BNL.gov. The shipper must obtain acknowledgement from BNL Warehouse Operations that delivery notification was received. This applies to any item shipped (originally packaged or repackaged) to BNL or other locations cited in the PO or contract. Failure to contact BNL will result in delays during delivery and any resulting demurrage will be at the shipper's expense. Each shipping container (transport package) having an offset center of gravity shall also have its center of gravity location marked on the packaging for safe material handling purposes.

UNACCEPTABLE PACKING MATERIAL:

Do not use vermiculite as a packaging material inside any shipments to BNL unless required by shipping regulation. All shipments containing vermiculite must be accompanied by document stating that the vermiculite used is certified asbestos free. This documentation must be affixed to the outside of the package.

A. Vermiculite used as a packaging material in shipments must be determined to be free of asbestos (<1% chrysolite, amosite, crocidolite, tremolite, anthophyllite, and actinolite).

B. Vermiculite is defined in this specification means the hydrous, silicate mineral classified as a Phyllosilicate that has been expanded by heating.

For further shipping instructions, please go to the following link: <https://www.bnl.gov/shipping/>

Authorized by:



Beth Gilman

Buyer

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BROOKHAVEN NATIONAL LABORATORY SUPPLIER QUALITY ASSURANCE REQUIREMENTS BNL-QA-101

- 3.0 GENERAL REQUIREMENTS** Unless otherwise specified in the procurement documentation, the following General Requirements apply:
- 3.1 Supplier's Quality System and Requirements: The Supplier shall have and maintain an effective quality system that will, as a minimum, comply with all of the requirements of the specification designated by the following:
- 3.1.3 Conformance to Supplier's/Manufacturer's quality program or system.
- 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 shall allow BSA representatives, BSA customers, and regulatory agencies right of entry into Supplier's facilities to determine and verify product, processes, records, personnel, material, procedures, and systems.
- 3.3 Change Approval: No change(s) shall be made to any Buyer requirements (e.g. part number, model number, etc.) without the prior written approval of 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 the 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 shall employ procedures that assure adequate protection of material and equipment during shipment and while in storage. Such protection shall include special environmental packaging, as necessary. All items shipped (originally packaged or repackaged) to BNL or other locations cited in the PO or contract, shall 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 shall 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 shall 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.

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3.8	Suspect Counterfeit Parts: The supplier shall verify the procurement source and associated certifying paperwork. Appropriate incoming inspection test methods shall be used to detect potential counterfeit parts and materials. The supplier shall flow this requirement down to all sub-tier suppliers to prevent the inadvertent use of counterfeit parts and materials. Distributors shall 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) shall be handled and packaged to protect them from damage. Items and/or packages shall be labeled to indicate the susceptibility to electrostatic discharge.						
3.10	Electrical, Fire Protection, or Scaffolding Equipment, Material, and Systems: All electrical, fire protection or scaffolding equipment, material, and systems delivered to BNL shall 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, fire protection, or scaffolding equipment, material, and systems which no NRTL accepts, certifies, lists, labels, or otherwise determined to be safe, the Supplier shall 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 shall 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 shall be designed to accept a lockout device.						
3.11	Hoisting and Rigging Equipment: All hoisting and rigging equipment used at BNL shall meet the requirements of the latest applicable OSHA Regulations and ASME B30 Series standards for design, construction, markings, and proof load testing.						
3.12	Deleted						
3.13	Powered Machine Shop Equipment: All Powered Machine Shop equipment (e.g., Lathe) delivered to BNL shall 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 anti-restart device.						
3.14	Vehicle-Mounted Elevating and Rotating Aerial Devices All vehicle-mounted and rotating aerial devices equipment used at BNL shall meet the requirements of ANSI A92.2.						

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3.15	Self-propelled Elevating Work Platform Equipment All self-propelled elevating work platform equipment (e.g., scissor lift) used at BNL shall 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 shall 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 shall meet the requirements of ANSI						
3.18	Powered Industrial Trucks and Attachments: Powered industrial trucks (e.g. forklifts, hi-lows) shall meet the requirements of the ANSI/ITSDF B56 series for design, construction, markings, and test loading. Industrial truck attachments shall 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 shall provide records of the last year of maintenance.						
3.20	Global Harmonized System Compliance: The supplier of chemicals shall 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 shall 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 shall 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 shall 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 shall be recorded on certifications and shipping documents covering the material delivered to the Buyer. At the time of receipt, the material shall 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 should 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.						

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4.0	SPECIAL REQUIREMENTS: The following Special Requirements are applicable to this Purchase Order:					
4.2	Configuration Control System: The Supplier shall 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 shall be maintained verifying the configuration of each item.					
4.16	Certificate of Conformance (C of C): With each shipment, per the procurement documentation, the Supplier shall submit a certificate of conformance. In case of drop shipment, a copy of the certificate shall be submitted to the Buyer at the time of shipment. The certificate shall include the title of and be signed by an authorized representative of the company, and shall 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 forming a part of the purchase order/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 shall reference the Supplier's applicable cleaning procedures.					
4.39	Records: The Supplier shall 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 shall be made available to the Buyer's representative for review upon request. These records shall be maintained for a minimum of three (3) years, unless otherwise specified in the procurement documentation, after the completion of the Purchase Order / contract.					
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 shall 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 shall provide a copy of the Manufacturer's certificate for the lot number being supplied, along with their franchised distributor certification. The distributor shall 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).					