



ANL-71 (May 31, 2024)

UCHICAGO ARGONNE, LLC
OPERATOR OF

ARGONNE NATIONAL LABORATORY

BLDG. 201 OCF, 9700 S. Cass Ave., Lemont, IL 60439
(CONTRACT NO. DE-AC02-06CH11357)

TO: CONTRACTOR NAME
CONTRACTOR ADDRESS

PURCHASE ORDER NO.	XX-XXXXX	P.O. DATE MM/DD/YYYY
F.O.B. TERMS: FOB Destination	BUYER: Court Atkinson	
CASH TERMS: Net 30 days	PHONE: (630) 252-3388	

This Purchase Order is exempt from Illinois Occupation and Use Taxes and from Manufacturers and Retailers Federal Excise Taxes. The purchase hereunder is for the exclusive use of a nonprofit educational organization registered with the District Director, Internal Revenue Service, Chicago, Illinois under no. 36-73-0120-F, E9936-2058-02.

TO BE SHIPPED AND DELIVERED BY: MM/DD/YYYY	SELLER'S REFERENCE , ,	OBLIGATED AMOUNT \$	AWARD AMOUNT \$
SUPPORT/MAINTENANCE PERIOD OF PERFORMANCE: Five (5) years from system acceptance			

THIS PURCHASE ORDER IS SUBJECT TO APPENDIX A TERMS AND CONDITIONS FOR COMMERCIAL GOODS AND SERVICES, DATED 10/22/2025, ATTACHED HERETO AND MADE A PART HEREOF.

SHIPPING INSTRUCTIONS		IMPORTANT Contractor ☐ is not , ☒ is required to sign this document and return one (1) copy to the Procurement Official.	Suppliers and sub-suppliers MUST indicate the Purchase Order Number and Building on all Packages, Lists, Invoices, etc. Also, Item or Control Nos. MUST appear on Invoices. Vendors shall invoice in a timely manner for work performed under this Agreement. Invoices not submitted in a timely manner for supplies purchased, services performed or expenses incurred may be rejected by the Laboratory. Send all invoices to the Accounts Payable: ap@anl.gov SIGNED FOR THE LABORATORY , Procurement Specialist DATE: UNOFFICIAL COPY
SHIP TO: ARGONNE NATIONAL LABORATORY Attn/PO #: XX-XXXXX 9700 S. Cass Ave., Bldg. 240, Lemont, IL 60439			
SHIP VIA: Contractor's Choice - Paid by Contractor			
MARKS: Building #240 - Attn. Purchase Order #XX-XXXXX			
ACCEPTED AND ACKNOWLEDGED Signed for Supplier: _____ Date: _____			

Please furnish the materials and/or services indicated below or on Schedule B (attached) or included on the following attached pages. This Purchase Order consists of the conditions and instructions on the face and any attachments referred to above. Seller's reference is furnished for identification purposes only and its terms do not become a part of this Purchase Order. Each price indicated on this Purchase Order is firm unless indicated herein as subject to change.

Description

ARTICLE I – DESCRIPTION OF WORK

____ (“Seller” or “Contractor”) shall furnish to UChicago Argonne, LLC (“Buyer” or “Argonne”), the personnel, facilities, equipment, materials, and supplies necessary to furnish, deliver, install, and configure a complete Equinox AI System (“Equinox” or “Equipment”) as more fully described in Appendix B, Argonne National Laboratory Statement of Work entitled, “Argonne Leadership Computing Facility – Equinox AI System”, dated September 1, 2026.

ARTICLE II – PURCHASE ORDER LINE ITEMS AND METHOD OF ACQUISITION

A. Line Items:

- The total firm-fixed price for the work described in Article I of this purchase order is \$ _____, covering line items 0001 through 0004. Except as otherwise provided herein, payment for such line items shall be due NET 30 days from the date of Argonne’s acceptance of the Equinox System at the Laboratory, as evidenced by an executed Acceptance Certificate, and as further described below.

LINE ITEM	NAME	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
0001	Hardware	Equinox hardware in accordance with Appendix B - Statement of Work entitled “Argonne Leadership Computing Facility – Equinox AI System”, dated September 1, 2026	1	Each	\$	\$
0002	Software & Licensing	Equinox software and licensing in accordance with Appendix B - Statement of Work entitled “Argonne Leadership Computing Facility – Equinox AI System”, dated September 1, 2026	1	Each	\$	\$
0003	Installation	Delivery and onsite installation and configuration of the Equinox system.	1	Each	\$	\$
0004	Maintenance & Support	9x5 Next Business Day Support/Maintenance Services for the period of five (5) years	1	Each	\$	\$

- Argonne may increase the quantity of supplies by exercising Line Item(s) 0005 through 000X at the price(s) stated by written unilateral change to the Purchase Order to the Seller by the Buyer.

OPTIONS:							
LINE ITEM	NAME	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	EXERCISE DATE
0005	(placeholder)	(placeholder)	1	Each	\$	\$	Upon date of award.
0006	(placeholder)	(placeholder for additional option(s))	1	Each	\$	\$	(placeholder)
000X	...	...	...	...	\$	\$	...

Exercise Date = Date option must be exercised by to keep original agreed upon pricing. Argonne reserves the right to exercise option before or upon this date, as applicable.

B. Method of Payment:

- Purchase order line items 0001 and 0002, and, if exercised, optional line item(s) 00XX, shall be provided on a lease-to-own basis, less any down payment made, unless otherwise expressly provided and paid in full during the term of this purchase order.

2. Purchase order line item 0004 shall be invoiced and paid on an annual basis in advance, prior to commencement of, and irrespective of, receipt and acceptance of the applicable services for that year.
3. All purchase order line items not otherwise addressed in this Section B shall be invoiced only after Argonne's receipt and formal acceptance of the applicable deliverables, as evidenced by an executed Acceptance Certificate, if applicable. Delivery alone shall not entitle Seller to invoice or receive payment. Payment shall be due NET 30 days following Argonne's acceptance of such deliverables at the F.O.B. point specified above.
4. It is understood and agreed that line items 0001 and 0002, and, if exercised, optional line item(s) 00XX are provided on a lease-to-own basis to the Laboratory unless otherwise indicated by the Laboratory. Due to the nature of the anticipated funding for these line items, Seller agrees that, as a condition of this purchase order, it shall be bound to and guarantees to provide or cause to be provided by an affiliate of Seller or other entity acceptable to Argonne ("acceptable lessor") lease-to-own financing for the remaining balance due under lines 0001 and 0002, and, if exercised, optional line item(s) 00XX following acceptance, if any, under substantially similar terms as set forth in Appendices F, G, and H hereto. At the time of this purchase order, an affiliate of Seller, _____ (LESSOR NAME) has previously entered into the attached Appendix F with Argonne as an acceptable lessor, which is still in effect, to provide such financing using the rates provided in the attached Appendix H. In order to effectuate said lease-to-own transaction(s), Seller agrees to execute or cause the acceptable lessor(s) to execute additional lease to own documents substantially similar to those attached as appendices F, G, and/or H hereto as may be necessary in the Laboratory's determination in the event such agreements are not then in effect at the time of acceptance. Contemporaneous with the execution of this purchase order, _____ (LESSOR NAME) and Laboratory shall execute an order in substantially the form of Appendix G. Appendices G and H set forth Seller's current guaranteed lease-to-own financing rate(s) to remain in effect for such transaction(s) to be funded by _____ (LESSOR NAME) at time of acceptance. However, notwithstanding the foregoing, Seller or its acceptable lessor(s) shall be given the opportunity to reduce the proposed cost to Argonne for the financing by submitting revised Appendices G and H whether or not Argonne opts to compete the lease-to-own financing as further described below. Notwithstanding the foregoing, in no event shall the revised Appendices provide for a rate resulting costs higher to Argonne than those presently attached as Appendix H and Argonne has the sole discretion to accept, reject or further negotiate the revised appendices. For avoidance of doubt, Seller irrevocably guarantees lease-to-own financing to Argonne at the time of acceptance at a cost at or below that provided in Appendix H until the balance due for line items 0001 and 0002, and, if exercised, optional line item(s) 00XX is paid in full to Seller.
5. Unless otherwise agreed in writing and unless alternative financing is utilized, the lease-to-own financing rate applicable to line items 0001 and 0002, and, if exercised, optional line item(s) 00XX shall be X.XX% (the "Base Lease Rate"), which shall be fixed from the date of this purchase order through acceptance of the Equinox System and commencement of the lease-to-own financing.
6. Notwithstanding the above, Argonne reserves the right to compete and/or substitute with alternative financing for the purchase price balance, if any, of line items 0001 and 0002, and, if exercised, optional line item(s) 00XX as described in Article II A., at any time from issuance of this purchase order up to the date on which payment to the equipment Seller is due if it is determined to be in the best interest of Argonne. In the event Argonne elects to exercise the early purchase for the purpose of financing with another funding source, Argonne will enter into a separate Lease to Ownership Agreement with such new funding source. In the event alternative financing is utilized to pay the balance due, if any, Seller's above commitment to guarantee financing and the executed Appendix G shall be deemed null and void and its obligation to guarantee financing shall cease following Seller's receipt of the funding proceeds for the balance due from such alternative financing. Seller agrees to execute or cause to be executed any documentation necessary to effectuate the alternative financing and title transfer, including, but not limited to, issuance of title in the name indicated by the Laboratory and a tripartite agreement with Laboratory and alternative lessor(s). If Argonne exercises its rights of early purchase, title will transfer to a party as designated by Argonne at the time of such early purchase.
7. Electronic invoices should be submitted to ap@anl.gov and should identify the appropriate Argonne purchase order number to avoid delays in payment.

C. Obligation of Funds and Funding Limitations:

1. Availability of Appropriated Funds:

- a. The duties and obligations of Argonne under this purchase order are subject to the availability of funds appropriated by The Congress of the United States, which the Department of Energy may legally spend for such purposes and allocated to Argonne. Lease to Ownership (LTO) funding shall be pursuant to Article 8., "Nonavailability of Funds", of the Master Lease to Ownership Agreement No. XX-XXXXX, if applicable.

2. Obligation of Funds:

- a. The total price for the work awarded under this purchase order, including the line items identified in Article II.A.1 and any option line item(s) exercised under Article II.A.2 at or before award, is \$XX. The amount of funds presently available and obligated for performance of this purchase order is the amount of \$XX. Upon availability of additional funds from the appropriated funds, Argonne shall notify Seller in writing and the amount of funds obligated herein for purchase order performance shall be increased accordingly. In the event insufficient funds have been obligated by the Department of Energy, this procedure shall apply for each successive month(s) in which this purchase order is to be performed; otherwise funding shall be provided on a 12-month, fiscal year basis.
- b. Argonne is not obligated to Seller for purchase order performance in any monetary amount in excess of the amount obligated herein. Once Seller has been notified in writing by Argonne of an increase in the obligated amount in accordance with Paragraph C.2.a. of ARTICLE II above, Seller's performance obligations shall extend only to the level supported by the funds so obligated.
- c. Notification to Seller of an increase or decrease in the funds obligated for performance of this purchase order as a result of a contractual article other than this article shall not constitute the notification contemplated by Paragraph C.2.a. of ARTICLE II above.

ARTICLE III – SHIPPING

To be shipped and delivered to the Laboratory F.O.B. Destination by MONTH DAY, YEAR (approximate).

Contractor to contact the Argonne Technical Contact for site access and for coordination/scheduling of delivery/installation/service. The contractor's installation/service personnel are responsible for the removal and off-site disposal of any debris resulting in the performance of this work. Delivery shall be made directly to the Building 240 data center (Bldg. 240, 9400 S. Cass Ave., Lemont, IL 60439) via the Argonne Main/North Gate, and not through Argonne Shipping and Receiving at the East Gate. The Building 240 receiving dock is not staffed full time; therefore, delivery must be coordinated at least two (2) weeks in advance by contacting:

Todd Kodo
Email: tkodo@anl.gov
Phone: (208) 520-3636

All truck drivers must be U.S. citizens, and their names and contact information must be provided to Argonne at least five (5) days prior to delivery. If the drivers will be unloading and moving material into the data center, they will be required to complete approximately twenty (20) minutes of training before being permitted to unload thereafter.

ARTICLE IV – PERIOD OF PERFORMANCE

Support, maintenance, and warranty services shall commence upon system acceptance and shall continue for a period of five (5) years thereafter.

ARTICLE V – REPRESENTATIVES

A. Contractor Representatives

Contractual

("Name")

Phone:

E-Mail:

Technical

("Name")

Phone:

E-Mail:

B. Argonne Representatives

Contractual¹

Court Atkinson

Phone: (630) 252-3388

E-Mail: atkinson@anl.gov

Technical

("Name")

Phone:

E-Mail:

Recipient

("Name")

Phone:

E-Mail:

¹The authorized Laboratory Procurement Official is the only individual at the Laboratory who is authorized to modify the Statement of Work or any part of this contract.

- C. All letters and notices from the Contractor shall be submitted to the attention of the Argonne Contractual Representative listed above. All replies from the Laboratory shall be from the Procurement Department.
- D. Unless the Contractor is otherwise notified in writing, technical questions relating to the work may be discussed with the Argonne Technical Representative listed above.

ARTICLE VI – APPLICABLE DOCUMENTATION

The following Applicable Documents are hereby incorporated by reference into the Award:

1. Appendix A - Argonne Terms and Conditions for Commercial Goods and Services, ANL-71-COM, dated October 22, 2025, modified as follows:
 - Clause 37, FAR 52.222-21, Prohibition of Segregated Facilities, is deleted in its entirety.
 - Clause 38, FAR 52.222-26, Equal Opportunity, is deleted in its entirety.
2. Appendix B - Argonne Statement of Work entitled "Argonne Leadership Computing Facility – Equinox AI System", dated September 1, 2026
3. Appendix D-8-C, Intellectual Property Provisions - Commercial Supplies and Services Requiring Delivery of Data, ANL-562IP, dated 12/12/2023
4. Appendix E - Moderate Risk Work by Contractors on the Argonne Site - Supplemental Conditions, ANL-366M, dated 10/01/2024
5. Appendix E.1 - B240 – TCS Supplement to ANL366, ANL-366TCSB, dated November 3, 2025
6. Appendix F, Master Lease to Ownership Agreement No. XX-XXXXX, dated TBD
7. Appendix G, Lease to Ownership Order No. XX-XXXXX-XXXX, dated TBD
8. Appendix H, (Sample) Lease Payment Amortization Schedule, dated TBD

9. Appendix I - Bill of Materials, dated TBD

Contractor's work on the Argonne site is subject to compliance with the ES&H requirements identified in item 4 & 5 of Applicable Documentation listed above.

Contractor to contact the Argonne Technical Contact for site access and for coordination/scheduling of installation and other services. The contractor's installation/service personnel are responsible for the removal and off-site disposal of any debris resulting in the performance of this work.

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