

SRNS-MS-2009-00075  
Revision 7  
April 2, 2012

**GENERAL PROVISIONS  
AMERICAN RECOVERY AND  
REINVESTMENT ACT OF 2009,  
Pub.L. 111-5, (Recovery Act or Act)**

**FOR  
CORPORATE PROFESSIONAL SERVICES  
UNDER  
U. S. DEPARTMENT OF ENERGY  
PRIME CONTRACT NO. DE-AC09-08SR22470**

**SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC  
SAVANNAH RIVER SITE  
AIKEN, SC 29808**

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*For this revision, no change bars are used, as changes made were primarily administrative in nature and global language changes, except as noted.*

*\* Incorporated by reference to appropriate FAR clause (see <https://www.acquisition.gov/far/>) and DEAR (<http://management.energy.gov/DEAR.htm>)*

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**SECTION A**

**SECTION A ARTICLES APPLY REGARDLESS OF ORDER PRICE**

**A.1 DEFINITIONS**

As used in these General Provisions, the following terms shall have these meanings:

- A. "Contracting Officer" means the Government official executing the Prime Contract No. DE-AC09-08SR22470 between SRNS and the Department, and includes a duly appointed successor or authorized representative.
- B. "Department" or "DOE" means the United States Department of Energy or its duly authorized representative, representatives, or successors.
- C. "Head of Agency" means the Secretary, Deputy Secretary, or Under Secretary of the Department of Energy.
- D. "Prime Contract" means the contract entered into by SRNS with the United States.
- E. "Secretary" means the Secretary of the U.S. Department of Energy; and the term "designee and duly authorized representative" mean any person or board (other than the Contracting Officer) authorized to act for the Secretary.
- F. "Subcontractor/Supplier" means any

Subcontractor or Supplier of any tier who supplies goods or services to SRNS in connection with the Subcontractor's/Supplier's obligations under the Subcontract.

- G. "SRNS" means Savannah River Nuclear Solutions, LLC.
- H. "SRNS Purchasing Representative" shall mean a person with the authority to execute, administer, and terminate the contract, and make related determinations and findings. The term includes certain authorized representatives of the SRNS Purchasing Representative acting within the limits of their authority as delegated by the SRNS Purchasing Representative.
- I. "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.
- J. "Non-Federal Employer" means any employer with respect to Covered Funds – Subcontractor/Supplier, as the case may be, if the Subcontractor/Supplier is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any Subcontractor/Supplier receiving the funds and any Subcontractor/Supplier of the State or local government; and does not mean any department, agency, or other entity of the federal government.

**A.2 WORK AND SERVICES TO BE PROVIDED**

- A. While the Subcontract is in effect, the Contractor(s) will perform certain work and services at the Savannah River Site, at the Subcontractor's/Supplier's home office, or elsewhere as required from time to time upon the direction of SRNS, on either a continuous or an intermittent basis, under the terms and conditions hereinafter set forth. The work and services to be performed by the Subcontractor/Supplier is found in the Statement of Work and Services, which is attached to the Subcontract and by this reference incorporated therein.
- B. As a part of the work and services to be performed, the Subcontractors/Suppliers may be

required to furnish intermediate reports to SRNS from time to time, when requested, and in such form and number as may be required by SRNS, and will make such final reports as may be required by SRNS concerning the work and services performed under the Subcontract. Further, the Subcontractor/Supplier shall furnish SRNS, as requested, copies of research and engineering data drawings, notebooks, photographs, and computer software including source codes generated by Subcontractor/Supplier under the Subcontract.

- C. Subcontractors/Suppliers must have a DUNS number and be registered in the Central Contractor Registration (CCR). The information required for CCR Registration is to be provided on the SIF (Subcontractor/Supplier Information Form).

**A.3 TECHNICAL DIRECTION**

- A. (1) The performance of the work required under the Subcontract shall be subject to the technical direction and surveillance of the person(s) specified in paragraph B of this Article.
- (2) As used herein "technical direction" is direction to the Subcontractor/Supplier, which provides the details, requires pursuit of certain lines of inquiry, or otherwise serves to accomplish the contractual statement of work. The technical direction to be valid:
  - (i) Must be issued in writing consistent with the general scope of the work set forth in the Subcontract;
  - (ii) May not constitute new assignment of work or change to the expressed terms, conditions or specifications incorporated into the Subcontract or the Subcontractor's/Suppliers's rights there under;
  - (iii) Shall not constitute a basis for any increase in the Subcontract fee or extension to the Subcontract delivery schedule.
- (3) Nothing contained in this Article authorizes the Subcontractor/Supplier to incur costs in excess of the estimated cost or other limitation on funds set forth in the Subcontract.
- B. The STR/End User of SRNS shall technically direct the work under the Subcontract.

**A.4 INDEPENDENT CONTRACTORS**

- A. In the performance of the work and services hereunder, the Subcontractor/Supplier will act

solely as an independent Contractor, and nothing herein contained or implied will at any time be so construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between SRNS, and the Subcontractor/Supplier. The manner and method of implementing and completing any work to be performed hereunder will be left to Subcontractors/Suppliers control and professional judgment. It is understood that SRNS has no obligation under local, state, or federal laws regarding the Subcontractor/Supplier or any employees, agents, or Subtier Subcontractors/Suppliers employed by the Subcontractors/Suppliers) and that the total commitment and liability of SRNS in regard to any arrangement or work performed hereunder is to pay the fees and expenses pursuant to the provisions hereof. The Subcontractors/Suppliers is responsible for the withholding and payment of all Federal, State and Local income, unemployment, F.I.C.A. or wage taxes and all amounts required for Workers/Workmen's Compensation Act or industrial insurance coverage and any and all other taxes of assessments required to be paid by the Subcontractor/Supplier as an employer.

#### **A.5 SELECTION OF PERSONNEL**

- A. When personnel categories or classifications are listed, the Subcontractors/Suppliers must provide resumes of individuals proposed to be furnished and obtain the written electronic approval of the SRNS Purchasing Representative prior to furnishing or utilizing such personnel under the Subcontract. In addition, at the option of SRNS, personal interviews may be required prior to utilizing any individual under the Subcontract. SRNS shall not be obligated to reimburse the Subcontractors/Suppliers for the services of any individual utilized without complying with this requirement.
- B. When individuals are listed by name, no substitution will be acceptable without a formal written electronic modification to the Subcontract.

#### **A.6 PAYMENT**

- A. Payment will be made once monthly upon the receipt of a satisfactory invoice specifying classification(s) or individual(s) charged, the days or portions thereof spent by each in rendering the services described in the Subcontract, and a copy of a detailed expense report from each individual charged, accompanied by receipts for charges in excess of

\$25.00, detailing travel and living expenses where travel was involved. .

- B. SRNS may withhold final payment hereunder until patent clearances covering the Subcontractor/Supplier under the Subcontract have been granted by the Department.
- C. Overpayments. If Subcontractor/Supplier becomes aware of a duplicate invoice payment or that SRNS has otherwise overpaid on an invoice payment, the Subcontractor/Supplier shall immediately notify SRNS and request instructions for disposition of the overpayment.

#### **A.7 PAYMENT BY ELECTRONIC FUNDS TRANSFER**

- B. Methods of Payment.
  - (1) All payments by SRNS under this Subcontract shall be made by Electronic Funds Transfer (EFT) except as provided in paragraph A.2 of this Article. As used in this Article, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
  - (2) In the event SRNS is unable to release one or more payments by EFT, Subcontractors/Suppliers agrees to either:
    - (i) Accept payment by check or some other mutually agreeable method of payment; or
    - (ii) Request SRNS to extend payment due dates until such time as SRNS makes payment by EFT.
- C. Mandatory Submission of Subcontractors/Suppliers's EFT Information. Subcontractors/Suppliers is required to provide SRNS with the information required to make payment by EFT. Subcontractors/Suppliers shall provide this information directly to the office designated in this Subcontract, on forms provided by SRNS, no later than 15 days after award. If not otherwise specified in this Subcontract, the payment office is the designated office for receipt of Subcontractor's/Supplier's EFT information. In the event that the EFT information changes, Subcontractor/Supplier shall be responsible for providing the updated information to the designated office.
- D. Mechanisms for EFT Payment. SRNS may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System.
- E. Suspension of Payment.
  - (1) SRNS is not required to make any payment under this Subcontract until after receipt, by

the designated office, of the correct EFT payment information from Subcontractor/Supplier. Until receipt of the correct EFT information, any invoice or subcontract financing request shall be considered an incorrect invoice for the purpose of payment under this Subcontract.

- (2) If the EFT information changes after submission of correct EFT information, SRNS shall begin using the changed EFT information no later than 30 days after its receipt by the designated office. However, Subcontractor/Supplier may request that no further payments be made until the updated EFT information is implemented by the payment office.

F. Payment Information.

On the day payment on Subcontractor's/Supplier's invoice is due; SRNS will issue instructions to its bank to transfer payment to Subcontractor/Supplier, and will also send a FAX to Subcontractor/Supplier explaining the details to support the payment. Subcontractor/Supplier shall issue electronically all invoices directly to Accounts Payable via the **SRNS-ACCTSPAY@srs.gov** email account. Subcontractor/Supplier shall include banking information on each invoice submitted to facilitate proper EFT. Subcontractor/Supplier shall provide the correct Subcontract or Purchase Order and line item with dollar value per specific line item referenced on all invoices.

F. Liability for Uncompleted or Erroneous Transfers.

- (1) If an uncompleted or erroneous transfer occurs because SRNS used the Subcontractor's/Supplier's EFT information incorrectly, SRNS remains responsible for --
  - (i) Making a correct payment; and
  - (ii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because Subcontractor's/Supplier's EFT information was incorrect, or was revised within 30 days of SRNS release of the EFT payment transaction instructions to the bank, and --
  - (i) If the funds are no longer under the control of the payment office, SRNS is considered to have made payment and the Subcontractor/Supplier is responsible for recovery of any erroneously directed funds; or
  - (ii) If the funds remain under the control of the payment office, SRNS shall not

make payment and the provisions of paragraph D shall apply.

**A.8 PROFESSIONAL CONDUCT**

- A. The Subcontractor/Supplier certifies that at this time, there does not exist any actual or potential conflict between its private interests, including corporate stock holdings, and its services under the Subcontract for SRNS, including a situation where the Subcontractor/Supplier is working for or advising a company performing work or proposing to perform work for SRNS which relates to the work of the Subcontractor/Supplier. The Subcontractor/Supplier will, in the event of a change in either its private interests or services under the Subcontract, discuss with SRNS any possible conflict of interests which may arise as a result of such change.
- B. The Subcontractor/Supplier warrants that any personnel provided under the Subcontract are not an employee of an organization and concurrently performing work on a full-time annual basis for that organization under a cost-type contract with the Department, and that they will not accept such employment during the term of the Subcontract unless approved in writing by SRNS. For breach or violation of this warranty, SRNS shall have the right to terminate the Subcontract without liability and the Subcontractor/Supplier agrees to repay any and all remuneration received under the Subcontract.
- C. Prior to entering the Subcontract, the Subcontractor/Supplier agrees to give notice to SRNS of any other firm or firms with whom it has existing professional service agreements, and agrees to give immediate notice of any other firm or firms with whom enters into professional service agreements during the life of the Subcontract.
- D. The Subcontractor/Supplier certifies that it has no other agreements in regard to inventions and discoveries in effect with an employer or with anyone else which will conflict with the conditions of the Subcontract.
- E. The Subcontractor/Supplier agrees to be bound by and to comply with SRNS rules of conduct while on SRNS premises including the policy on reporting Employee Concerns and will require all personnel to be bound by and to comply with such rules also.
- F. All "certification", "agreement", etc., required of the Subcontractor/Supplier under this Article 7 shall additionally be required of all personnel provided under the Subcontract.

**A.9 ASSUMPTION OF RISK AND**

## INDEMNIFICATION

### A. Assumption of Risk

The Subcontractor/Supplier assumes all risk of property loss, of damage, and of personal injury or death which may be sustained by the Subcontractor's/Supplier's employees and/or Subcontractors/Suppliers as a result of performing the work and services required under the Subcontract. The Subcontractors/Suppliers also assumes entire responsibility and liability for losses, expenses, damages, demands, and claims by third parties arising out of any injury or including death or alleged injury of any person, or damage or alleged damage to property, sustained or alleged to have been sustained as a result of or arising out of the fault or negligence of employees and/or Subcontractors/Suppliers in the performance of the work or services.

### B. Indemnification

The Subcontractors/Suppliers will indemnify and save harmless SRNS, the Government, its agents and employees, from and against any and all claims, demands, actions, suits, damages, expenses, including attorney's fees, and liabilities whatsoever including but not limited to actions and claims brought under a Worker's/Workmen's Compensation Act or industrial insurance statute provided however that nothing herein shall require the indemnification for injury or death or damage to property caused by the negligence of SRNS or the Government.

### C. Insurance

(1) The Subcontractors/Suppliers shall procure and thereafter maintain at its own expense, the following insurance:

- (i) Workers' Compensation and Employer's Liability.

Limits of Liability: Workers' Compensation: Statutory limits in the jurisdiction wherein the work is to be performed.

Employer's Liability: A minimum of \$1,000,000

- (ii) Comprehensive general liability including bodily injury and property damage.

Limits of Liability: A minimum of \$1,000,000 Combined Single Limit. Endorsements: SRNS and the Government to be endorsed as Additional Insured.

Contractual Liability including all coverage endorsed on the basic policy.

- (iii) Automobile Liability including Bodily Injury and Property Damage including All Owned, Non-Owned and Hired.

Limits of Liability: \$1,000,000 Combined Single Limit

Note: All personnel operating motor vehicles at SRS must have a valid driver's license, vehicle registration and proof of insurance (regardless of state of origin). Anyone not having these documents is subject to being denied access to SRS and, if in violation of a law, being cited for the violation.

- (2) Certificates of insurance evidencing that the requirements of this Article have been met shall be furnished to SRNS before work is commenced with respect to high hazardous performance under this Order, (Ref. OSR 1-183). In addition, a copy of the policy endorsement for Comprehensive General Liability insurance (Ref. paragraph C. (1)(ii) above), naming SRNS and the Government as "Additional Insured", shall be submitted with the certificate of insurance. Provisions shall be made for thirty days advance notice by mail to SRNS of change in or cancellation of such insurance. Certificates shall be issued by insurance carriers satisfactory to SRNS.

With respect to all other services, Statements of Certification of insurance evidencing that the requirements of this Article have been met shall be furnished to SRNS before work is commenced. In addition, a Statement of Endorsement for Comprehensive General Liability insurance (Ref. paragraph C. (1) (ii) above), naming SRNS and the Government as "Additional Insured", shall be submitted with the certificate of insurance. Provisions shall be made for thirty days advance notice by mail to SRNS of change in or cancellation of such insurance. Certificates shall be issued by insurance carriers satisfactory to SRNS.

- (3) In the event the Subcontractor/Supplier fails to furnish such Certificates of Insurance, as requested in paragraph 2 hereinabove, prior to commencement of work or to continue to maintain such insurance during the performance of the Subcontract, SRNS shall have the right to stop work and/or to withhold any payments or partial payments required to be made under the Subcontract; and shall have the right to continue withholding any or all of said payments so

long as the Subcontractor/Supplier has not complied with the requirements of this Article.

- (4) On subcontracts involving blasting or other hazardous operations, the Subcontractor/Supplier's insurance shall specifically state that all blasting or such other hazardous operations are fully covered.

- D. Subcontractor/Supplier agrees to comply with and require its Subcontractors/Suppliers to comply with all applicable laws, rules, and regulations with respect to state industrial insurance or Workers/Workmen's Compensation, occupational disease, occupational safety and health, or withholding and payment of social security and federal and state income taxes. Subcontractor/Supplier further agrees to indemnify SRNS and the Government against, and to save and hold harmless SRNS and the Government from, any and all liability and expense with respect to claims against SRNS or the Government which may result from the failure or alleged failure of Subcontractor/Supplier or of any of its Subtier Subcontractors/Suppliers to comply therewith.

#### **A.10 DISPUTES**

- A. Subcontractor/Supplier shall not be entitled to and neither SRNS nor the Government shall be liable to the Subcontractor/Supplier or its Subtier Subcontractors or Suppliers for damages in tort (including negligence), or contract, or otherwise, except as specifically provided in this order.
- B. The Parties shall attempt to settle any claim or controversy arising from this Order through consultation and negotiations in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator chosen by the Parties within thirty (30) days after written electronic notice by one party demanding mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, and the Parties will share the costs of the mediation equally. Any dispute which cannot be resolved between the Parties through negotiation or mediation shall be resolved by litigation in a court of competent jurisdiction located in the State of South Carolina. Determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government; if there is no applicable Federal Government contract law, the law of the

State of South Carolina shall apply in the determination of such issues.

- C. During the pendency of a dispute, the Subcontractor/Supplier shall proceed diligently with performance of all terms of this Order. The Subcontractor's/Supplier's consent to so proceed shall not restrict or otherwise affect the Subcontractor's/Supplier's right to contest any claim.

#### **A.11 CHANGES**

- A. SRNS may at any time, by a written electronic Change Order from the SRNS Supply Chain Management Department, and without notice to the sureties, if any, make changes, within the general scope of the Subcontract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Subcontract, whether changed or not changed by the Subcontract, SRNS shall make an equitable adjustment in the Subcontract price,
  - (1) The time of performance or delivery schedule or both; and
  - (2) Other affected terms of the Subcontract, and shall modify the Subcontract accordingly. Any proposal by Subcontractor/Supplier for adjustment under this article, together with such supporting information as SRNS may require, must be submitted in writing within 30 days from the date of receipt by the Subcontractor/Supplier of the notification of change; provided however, that SRNS, if it decides that the facts justify such action, may receive and act upon any such proposal for adjustment at any time prior to final payment under the Subcontract. Where the cost of property made obsolete or excess as a result of a change is included in Subcontractor's/Supplier's proposal for adjustment, SRNS shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute within the meaning of the article entitled "Disputes". However, nothing herein shall excuse Subcontractor/Supplier from proceeding with the Subcontract as changed.
- B. Any changes, extras or additional work made or performed by Subcontractor/Supplier without the prior written electronic approval of the SRNS Supply Chain Management Department shall be at the sole risk and expense of the Subcontractor/Supplier, there being no financial recourse against SRNS or the Government whatsoever.

- C. Subcontractor/Supplier shall not substitute other equipment or materials for those specified in the Subcontract, or vary the quantity of the Work, or otherwise make any changes in the Work, without prior written electronic consent of SRNS.
- D. If any change under this Article causes an increase or decrease in the Subcontractor/Supplier's cost of, or the time required for, the performance of any part of the work under the Subcontract, whether or not changed by any such order, the Purchasing Representative shall make an equitable adjustment and modify the Subcontract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph B of this Article shall be made for any costs incurred more than twenty days before the Subcontractor/Supplier gives written electronic notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Subcontractor/Supplier in attempting to comply with the defective specifications.
- E. The Subcontractor/Supplier must assert its right to an adjustment under this Article within 30 days after:
  - (1) Receipt of a written electronic Change Order under paragraph A of this Article or
  - (2) The furnishing of a written electronic notice under paragraph B of this Article, by submitting to the Purchasing Representative a written electronic statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph B above.
- F. No proposal by the Subcontractor/Supplier for an equitable adjustment shall be allowed if asserted after final payment under the Subcontract.

**A.12 COMPLIANCE**

- A. Subcontractors/Suppliers shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations, including new provisions of 10 CFR 851 relating to Health and Safety. Compliance shall be a material requirement of this Subcontract. Except as otherwise directed by SRNS, Subcontractor/Supplier shall procure without additional expense to SRNS, all necessary permits or licenses.

- B. Subcontractor/Supplier - Staff Augmentation Services  
(Paragraphs B – H applies to Staff Augmentation Services)

Subcontractors/Suppliers shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations, including provisions of 10 CFR 851. Compliance shall be a material requirement of this Agreement/Subcontract. Except as otherwise directed by SRNS, Subcontractor/Supplier shall procure without additional expense to SRNS, all necessary permits or licenses. DEAR Clause 970.5223-1 Integration of Environment, Safety, and Health into Work Planning and Execution (DEC 2000) is incorporated into the subcontract by reference. Compliance by Subcontractor/Supplier to SRNS's Worker Safety and Health Program (WSHP) [as implemented by Integrated Safety Management System (ISMS)] shall satisfy the requirements of this DEAR clause and 10 CFR 851.

- C. The Subcontractor/Supplier employees shall take all reasonable precautions in the performance of work under this subcontract to protect the environment, safety and health of themselves, site employees and members of the public. SRNS procedures provide authority to call a time-out/stop work when unsafe conditions are observed and/or employee actions are likely to cause injury to them, other personnel, or cause damage to SRS property or the environment. Subcontractor/Supplier shall ensure that its employees are aware of this authority and understand they have the same authority as SRNS employees to call a timeout/ stop work while working at SRS. SRNS purchasing representative shall notify the Subcontractor/Supplier in writing of any noncompliance with the provisions of this article and corrective action to be taken.
- D. Upon assignment, SRNS will be responsible to provide Staff Augmentation employee's with a medical evaluation. In addition, SRNS will be responsible for an exit medical evaluation, when required, on employees with known occupational illnesses, injuries and/or documented or presumed exposure, and, when required by OSHA regulations. All diagnostic /monitoring exams and return to work (after an absence of 24 work hours) exams are to be provided through the Subcontractor/Supplier.
- E. Medical results will be provided to the staff augmentation employees.

- F. The on-site Medical Surveillance program will be provided by SRNS Medical, **or 3<sup>rd</sup> party designee**, based on the work scope hazards. The Subcontractor's/Supplier's corporate occupational medicine program must be in compliance with all other 10 CFR 851 requirements.
- G. **Site Reporting Requirements**  
The Subcontractor/Supplier (staff augmentation) personnel shall immediately notify the STR/End User or the SRNS Procurement Representative of any event or condition that may require reporting to DOE. Further, the Subcontractor/Supplier shall cooperate with any SRNS or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 and can include, but not limited to:
- (1) Operational emergencies,
  - (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
  - (3) Any on-the-job injury where a Subcontractor/Supplier employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately,
  - (4) Any violation of Lockout/Tag out controls where there are no credible barriers left between the worker and the energy source regardless of whether or not there was an injury,
  - (5) Fires/explosions,
  - (6) Hazardous energy control failures,
  - (7) Operations shutdown directed by management for safety reasons,
  - (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
  - (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations,
  - (10) Loss damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),
  - (11) Spread of radioactive contamination or loss of control of radioactive materials,
  - (12) Personnel radioactive contamination's or exposures, and
  - (13) Violations of procedures.

- H. Immediate notification is required of such events to ensure SRNS meets its commitment for 30 minute notification to appropriate DOE authorities. The Subcontractor/Supplier employee shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. The Subcontractor's/Supplier's employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this Subcontract.

#### **A.13 RIGHTS TO PROPOSAL DATA**

Except for the technical data contained on those pages of Subcontractor's/Supplier's proposal which are specifically identified in the Subcontract with specific reference to this article and asserted by Subcontractor/Supplier as being proprietary data, it is agreed that, as a condition of the award of the Subcontract and notwithstanding the provisions of any notice appearing on the proposal or elsewhere, SRNS and the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which the Subcontract is based.

#### **A.14 TERMINATION**

SRNS may, by written electronic notice, terminate the Subcontract in whole or in part, when it is in SRNS's interest to do so. If the Subcontract is so terminated, SRNS shall be liable for payments only as specified in the Article entitled "Schedule of Rates" for services performed before the effective date of termination.

#### **A.15 PERSONAL SERVICES**

- A. It is the intent of the parties of the Subcontract that the work and services provided for herein shall be performed personally by the Subcontractor/Supplier personnel who are assigned by the Subcontractor/Supplier except that incidental services such as secretarial and clerical assistance may be performed by others when requested by the Subcontractor/Supplier. Except for such incidental assistance, any services provided for herein may not be performed by persons other than a Subcontractor/Supplier unless written electronic approval for such performance is given by SRNS.
- B. It is understood that SRNS shall not be liable for any claims for work performed under or in connection with the Subcontract by persons other than the Subcontractor/Supplier.

**A.16 ASSIGNMENT**

SRNS may assign the Subcontract, in whole or in part, to the Department, or to such Subcontractor/Supplier as the Department may designate to perform SRNS's obligations hereunder. Upon receipt by the Subcontractor/Supplier of written electronic notice that the Department or a Subcontractor/Supplier so designated by the Department has accepted an assignment of the Subcontract and assumed such obligations, SRNS shall be relieved of all responsibility hereunder and the Subcontractor/Supplier shall thereafter look solely to such assignee for performance of SRNS's obligations. SRNS may also assign any claims hereunder to the Department. The Subcontractor/Supplier shall not assign the Subcontract or any interest therein, nor claims there under, nor subcontract any portion of the work to be performed without the prior written electronic consent of SRNS or SRNS's assignee.

**A.17 THIRD PARTIES**

Nothing in the Subcontract, or its amendments, shall be construed to grant, vest or allow any right to be given to any employee or other third party, excluding the Department, or to the legal representative, heirs, assigns, or successors of any of them, as a third party beneficiary. This provision is not intended to limit or impair the rights which any person may otherwise have under applicable Federal statutes or which are granted or reserved to the Government in the Subcontract.

**A.18 CONFIDENTIALITY OF INFORMATION**

A. To the extent that work under this Subcontract requires that the Subcontractor/Supplier and Subtier Subcontractors/Suppliers be granted access to confidential or proprietary business, technical or financial information belonging to the Government, SRNS or other companies, the Subcontractor/Supplier shall, maintain such information in confidence and agrees not to further disseminate such information to any third parties unless specifically authorized by SRNS or the Purchasing Representative in writing. The foregoing obligations, however, shall not apply to:

- Information which is or becomes available to the public through no fault of the Subcontractor/Supplier;
- Information which the Subcontractor/Supplier can demonstrate

by written record was previously known to them and was not acquired directly or indirectly from the government or other companies subject to any obligations of confidentiality;

- Information which the Subcontractor/Supplier can demonstrate by written record was independently developed by the Subcontractor/Supplier independent of any disclosure under this Subcontract

B. The Subcontractor/Supplier shall obtain the written electronic agreement, in a form satisfactory to SRNS, of each Subcontractor/Supplier employee or Subtier Subcontractor/Supplier permitted access to such confidential information, whereby the Subcontractor/Supplier employee or Subtier Subcontractor/Supplier agrees they will not discuss, or disclose any such information or data to any person or entity except those within their organization having a need to know to accomplish the purpose of this Subcontract. C.

C. Upon request of SRNS or the Government, the Subcontractor/Supplier agrees to sign an agreement identical, in all material respects and in a form satisfactory to SRNS and/or the Government, with each company supplying information and/or access to particular facilities to the Subcontractor/Supplier or Subtier Subcontractor/Supplier under this Subcontract, and to supply a copy of such agreement to SRNS. Upon request of SRNS, the Subcontractor/Supplier shall supply SRNS with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Subcontractor/Supplier received such information.

D. Subcontractor/Supplier will indemnify and hold SRNS harmless from any and all liabilities, claims, demands, actions, costs, damages and any expenses relating thereto (including but not limited to reasonable attorney's fees) arising from any unauthorized disclosure of information, by any of its directors, officers, employees, agents, Subcontractors/Suppliers, Subtier Subcontractors/Suppliers or permitted assigns.

#### **A.19 DEFAULT**

- A. (1) SRNS may, subject to paragraphs C and D below, by written electronic notice of default to Subcontractor/Supplier, terminate the Subcontract in whole or in part if Subcontractor/Supplier fails to:
- (i) To perform the services within the time specified in the Subcontract or any extension;
  - (ii) Make progress, so as to endanger performance of the Subcontract (but see subparagraph A (2) below); or
  - (iii) Perform any of the other provisions of the Subcontract (but see subparagraph A (2) below).
- (2) SRNS's right to terminate the Subcontract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if Subcontractor/Supplier does not cure such failure within ten days (or more if authorized in writing by SRNS) after receipt of the notice from SRNS specifying the failure.
- B. If SRNS terminates the Subcontract in whole or in part, it may acquire, under the terms and in the manner SRNS considers appropriate, services similar to those terminated, and Subcontractor/Supplier will be liable to SRNS for any excess costs for those services. However, Subcontractor/Supplier shall continue the Work not terminated.
- C. Except for defaults of Subcontractors/Suppliers at any tier, the Subcontractor/Supplier shall not be liable for any excess costs if the failure to perform the Subcontract arises from causes beyond the control and without the fault or negligence of Subcontractor/Supplier. Examples of such causes include
- (1) Acts of God or of the public enemy,
  - (2) Acts of the Government in either its sovereign or contractual capacity,
  - (3) Fires,
  - (4) Floods,
  - (5) Epidemics,
  - (6) Quarantine restrictions
  - (7) Strikes,
  - (8) Freight embargoes, and
  - (9) Unusually severe weather, in each instance the failure to perform must be beyond the control and without the fault or negligence of Subcontractor/Supplier.
- D. If the failure to perform is caused by the default of a Subcontractor/Supplier at any tier, and if the cause of the default is beyond the control of both Subcontractor/Supplier and the Subcontractor/Supplier and without the fault or negligence of either, Subcontractor/Supplier

shall not be liable for any excess costs for failure to perform, unless the subcontracted services were obtainable from other sources in sufficient time for Subcontractor/Supplier to meet the required delivery schedule.

- E. If, after termination, it is determined that Subcontractor/Supplier was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of SRNS.
- F. The rights and remedies of SRNS in this article are in addition to any other rights and remedies provided by law or under the Subcontract.

#### **A.20 FOREIGN TRAVEL**

- A. Foreign travel, when charged directly, shall be subject to the prior approval of SRNS for each separate trip regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of the United States and its territories and possessions.
- B. Request for approval shall be submitted at least sixty days prior to the planned departure date, on a Request for Approval of Foreign Travel form, and, when applicable, include a notification of proposed foreign nation travel.
- C. Subcontractor/Supplier foreign travel shall be conducted pursuant to the requirements contained in DOE Order 551.1, Official Foreign Travel, or any official version of the order in effect at the time of award.

#### **A.21 GENERAL**

- A. The Subcontractor/Supplier has no authority whatever, express or implied, by virtue of the Subcontract to commit SRNS in any way to perform in any manner or to pay money for service or material.
- B. The Subcontract will be void and without binding effect on SRNS if the Subcontract covers named individuals and any individual named in Article 4 hereof is a candidate for federal, state or local political office or holds any such office, unless and until it has been separately approved by the General counsel or SRNS or designee.
- C. The whole and entire agreement of the parties is set forth in the Subcontract and the schedules executed pursuant hereto (which are hereby incorporated herein and made a part hereof as executed) and the parties are not bound by any agreements, understandings or conditions otherwise as expressly set forth herein or in any schedule incorporated herein.

- D. The terms of the Subcontract and of any schedule executed pursuant hereto and incorporated therein are to be read and interpreted, if possible, so that there is no conflict between them. To the extent that there is a conflict, the terms of the applicable schedule will prevail.
- E. Neither the Subcontract nor any schedule incorporated herein may be changed or modified in any manner except by a writing mutually signed by the parties or their respective successors or permitted assigns.
- F. The Subcontract and all schedules incorporated therein will inure to the benefit of the parties and their respective successors or permitted assigns.
- G. In the event of an inconsistency between provisions of this Order, the inconsistency shall be resolved by giving precedence as follows:
  - (1) Order;
  - (2) These General Provisions;
  - (3) Statement of work; and
  - (4) Other provisions of this Order, whether incorporated by reference or otherwise.
- H. Wherever references are made in this Order to standards or codes in accordance with which the Work under this Order is to be performed, the edition or revision of the standards or codes current on the effective date of this Order shall apply unless otherwise expressly stated in the specifications and drawings. In case of conflict between any reference standards and codes and any Order Document, the latter shall govern.

**A.22 LIMITATION OF FUNDS**

*NOTE: This article is applicable only if the Subcontract is partially funded.*

- A. Of the total price of the Subcontract, the sum of \$\_\_\_\_\_ is presently available for payment and allotted to the Subcontract. It is anticipated that additional funds will be allocated to the Subcontract in accordance with the following schedule until the total price of the Subcontract is funded:
- B. The Subcontractor/Supplier agrees to perform or have performed work on the Subcontract up to the point at which, if the Subcontract is terminated pursuant to the Termination For Convenience of SRNS article of the Subcontract, the total amount payable by SRNS (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of SRNS article would, in the exercise of reasonable judgment by the Subcontractor/Supplier, approximate the total amount at the time allotted to the Subcontract. The Subcontractor/Supplier is not obligated to

continue performance of the work beyond that point. SRNS is not obligated in any event to pay or reimburse the Subcontractor/Supplier more than the amount from time to time allotted to the Subcontract, anything to the contrary in the Termination For Convenience of SRNS article notwithstanding.

- C. (1) It is contemplated that funds presently allotted to the Subcontract will cover the work to be performed until\_\_\_\_\_.
- (2) If funds allotted are considered by the Subcontractor/Supplier to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Subcontractor/Supplier shall notify SRNS in writing when within the next sixty days the work will reach a point at which, if the Subcontract is terminated pursuant to the Termination For Convenience of SRNS article of the Subcontract, the total amount payable by SRNS (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of SRNS article will approximate 75 percent of the total amount then allotted to the Subcontract.
- (3) (i) The notice shall state the estimated date when the point referred to in subparagraph C (2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph C (1) of this clause, or an agreed date substituted for it.
- (ii) The Subcontractor/Supplier shall, sixty days in advance of the date specified in subparagraph C (1) of this clause, or an agreed date substituted for it, advise SRNS in writing as to the estimated amount of additional funds required for the timely performance of the Subcontract for a further period as may be specified in the Subcontract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in subdivision C (3) (ii) of this clause, additional funds are not allotted by the date specified in subparagraph C (1) of this clause, or an agreed date substituted for it, SRNS shall, upon the Subcontractor's/Supplier's written electronic request, terminate the Subcontract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination For Convenience of SRNS article.

- D. When additional funds are allotted from time to time for continued performance of the work under the Subcontract, the parties shall agree on the applicable period of Subcontract performance to be covered by these funds. The provisions of paragraphs B and C of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the Subcontract shall be modified accordingly.
- E. If, solely by reason of SRNS's failure to allot additional funds in amounts sufficient for the timely performance of the Subcontract, the Subcontractor/Supplier incurs additional costs or is delayed in the performance of the work under the Subcontract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the work to be performed.
- F. SRNS may at any time before termination, and, with the consent of the Subcontractor/Supplier, after notice of termination, allot additional funds for the Subcontract.
- G. The provisions of this clause with respect to termination shall in no way be determined to limit the rights of SRNS under the default article of the Subcontract. This clause shall become inoperative upon the allotment of funds for the total price of the work under the Subcontract except for rights and obligations then existing under this clause.
- H. Nothing in this clause shall affect the right of SRNS to terminate the Subcontract pursuant to the Termination for Convenience of SRNS article of the Subcontract.

**A.23 TAX WITHHOLDING FOR NONRESIDENTS**

- A. Withholdings required by section 12-8-550 do not apply to payments on Orders for tangible personal property when those payments are not accompanied by services to be performed within the state of South Carolina.
- B. Under Title 12 of the Code of Laws of South Carolina, section 12-8-550, two (2) percent of each and every payment made to Subcontractors/Suppliers who are nonresidents of the State of South Carolina and are conducting a business or performing personal services of a temporary nature carried on within South Carolina must be forwarded to the South Carolina Tax Commission in cases where an order or a Subcontract exceeds or could reasonably be expected to exceed ten thousand dollars (\$10,000.00)

- C. Under Title 12 of the Code of Laws of South Carolina, section 12-8-540, seven (7) percent (five (5) percent for corporations) of each and every payment of rentals or royalties to Subcontractors/Suppliers who are nonresidents of the State of South Carolina must be forwarded to the South Carolina Tax Commission in cases where the payments amount to twelve hundred dollars (\$1,200.00) or more a year.
- D. *(For applicable Subcontracts and Purchase Orders)* Registration with the South Carolina Department of Revenue will be the responsibility of the Subcontractor/Supplier. Proof of such registration shall be provided to [ASG@srs.gov](mailto:ASG@srs.gov) and SRNS Procurement Representative by providing a copy of the I-312 Affidavit of Registration with the South Carolina Department of Revenue or the South Carolina Secretary of State's Office, or proof of having posted the appropriate bond with the South Carolina Tax Commission.

**A.24 RESERVED**

**A.25 COUNTERINTELLIGENCE**

*NOTE: This article applies if the Subcontract involves access to classified matter.*

- A. The Subcontractor/Supplier shall take all reasonable precautions in the work under this subcontract to protect SRNS/DOE programs, facilities, technology, personnel, unclassified sensitive information and classified matter from foreign intelligence threats and activities conducted for governmental or industrial purposes, in accordance with DOE Order 5670.3, Counterintelligence Program; Executive Order 12333, U.S. Intelligence Activities; and other pertinent national and Departmental Counterintelligence requirements.
- B. The Subcontractor/Supplier shall comply with requirements established by the DOE-SR Counterintelligence Officer. The DOE-SR Counterintelligence Officer will be responsible for conducting defensive Counterintelligence briefings and debriefings of Subcontractor/Supplier employees traveling to foreign countries or interacting with foreign nationals. The Subcontractor/Supplier shall be responsible for requesting defensive Counterintelligence briefings and debriefings of Subcontractor/Supplier employees who have traveled to foreign countries or interacted with foreign nationals. The Subcontractor/Supplier shall coordinate Counterintelligence Awareness training activities with the SRNS Procurement Representative. The Subcontractor/Supplier

shall immediately report targeting, suspicious activity and other Counterintelligence concerns to the SRNS Procurement Representative; and provides assistance to other elements of the U.S. Intelligence Community as stated in the aforementioned Executive Order, the DOE Counterintelligence Order, and other pertinent national and Departmental Counterintelligence requirements.

**A.26 UNCLASSIFIED CONTROLLED  
NUCLEAR INFORMATION (UCNI)**

In the performance of this order, the Subcontractor/Supplier is responsible for complying with the following requirements and for flowing down all requirements to Subtier Subcontractors/Suppliers.

- A. The Subcontractor/Supplier ensures that access to UCNI is provided to only those individuals authorized for routing or special access (see DOE O 471. 1B. Subcontractor/Supplier may provide access to material or data containing Unclassified Controlled Nuclear Information (UCNI) utilized in the performance of this Order only to employees who are citizens of the United States.
- B. The Subcontractor/Supplier ensures that matter identified as UCNI is protected in accordance with the instructions contained in DOE O 471. 1B. Any material or data containing UCNI which is stored on computer systems must be protected, and the protective measures and/or policies must be specified in a Computer Protection Plan approved by the SRNS Computer Security organization. Adherence to the Plan is required during the performance of this Order.
- C. Material or data containing UCNI shall be disposed of in a manner as described in DOE O 471. 1B. At a minimum, UCNI matter must be destroyed by using strip cut shredders that result in particles of no more than 1/4-inch wide strips. Documents containing UCNI may also be disposed of in the same manner that is authorized for Subcontractor/Supplier disposition of other classified material or data. If the above disposal methods are not available to the Subcontractor/Supplier, the Subcontractor/Supplier may return the UCNI matter to the STR/End User for disposition, with the prior approval of the STR/End User.
- D. The Subcontractor/Supplier shall report to the SRNS Security Office or the SRNS Purchasing Representative any incidents involving the unauthorized disclosure of UCNI.
- E. If performance of work under this order results in the generation of unclassified documents that

contain UCNI, the Subcontractor/Supplier shall have a sufficient number of trained UCNI review personnel to ensure the prompt and proper review of generated material or data to provide for the identification, marking, and proper handling of material or data determined to contain UCNI. The Subcontractors/Suppliers Reviewing Officials shall apply or authorize the application of UCNI markings to any unclassified matter that contains UCNI in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part C.

- F. If the Subcontractor/Supplier has a formally designated Classification Officer, the Classification Officer-
  - (1) Serves as a Reviewing Official for information under his/her cognizance;
  - (2) Trains and designates other Reviewing Officials in his/her organization, subordinate organizations, and Subtier Subcontractors/Suppliers and maintains a current list of all Reviewing Officials; and
  - (3) May overrule UCNI determinations made by Reviewing Officials under his/her cognizance.
- G. If the Subcontractor/Supplier has no formally designated Classification Officer, the Subcontractor/Supplier submits a request for the designation of Reviewing Officials to the local Federal Classification Officer in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part B.

**A.27 WAIVER OF BENEFITS  
(STAFF AUGMENTATION SUBCONTRACTS  
ONLY)**

Prior to performance, the Subcontractor/Supplier shall obtain from each Subcontractor/Supplier employee and submit to SRNS a signed acknowledgement and waiver of any SRNS salary and benefits programs in a form satisfactory to SRNS, whereby the Subcontractor's/Supplier's employee agrees and understands that (s)he is an employee of the Subcontractor/Supplier, and not of Savannah River Nuclear Solutions (SRNS) or the United States Department of Energy, that the employee will receive all compensation (salary and benefits) from Subcontractor/Supplier and will not be eligible for any salary or benefits programs provided by SRNS, including but not limited to base salary, health and welfare plans, pension plans, and 401(k) investment savings programs.

**A.28 WORKPLACE SUBSTANCE ABUSE PROGRAMS**

**A. Fitness for Duty**

- (1) Subcontractor/Supplier and its Subtier Subcontractors/Suppliers are required to comply with this Workplace Substance Abuse Program article, which addresses the Subcontractor/Supplier portion of SRNS “Workplace Substance Abuse Program Plan.” The Subcontractor/Supplier shall advise employees and Subtier Subcontractors/Suppliers that it is the policy of SRNS to prohibit the use, possession, sale and distribution of alcohol, drugs or other controlled substance within the limits of the Savannah River Site (SRS), and/or any SRS off-site facilities, and to prohibit the presence of individuals who have such substances in the body for non-medical reasons. In order to ensure that SRNS work sites are free of illegal drugs and alcohol, all personnel and Subcontractor/Supplier employees shall be tested in accordance with the requirements of DEAR 970.5223-4 and 10 CFR 707, “Workplace Substance Abuse Program at DOE Sites”. Testing includes initial “Pre-Access” testing and “Random” testing for the presence of illegal drugs and alcohol. Any Subcontractor/Supplier employee who is found in violation of the policy may be removed or barred from the site.
- (2) The Subcontractor/Supplier agrees to advise its employees and Subtier Subcontractors/Suppliers of the above policy prior to assignment to the Site and to maintain documentation that such advice has been given.

**B. Pre-Access Testing**

- (1) Subcontractor’s/Supplier’s employees who perform work on SRS premises for more than 10 calendar days per year, shall successfully pass an alcohol and drug screen within 21 calendar days prior to obtaining a SRS access badge. The Subcontractor/Supplier is responsible for all costs expended.

The Subcontractor /Supplier is responsible for:

1. Ensuring Subcontractor/Supplier employees receive drug and alcohol testing within 21 days prior to reporting to SRS.
2. Ensuring the drug testing is performed by a medical facility or laboratory that meets the following criteria:
  - The testing facility is a certified laboratory(refer to the following website:

[http://workplace.samhsa.gov/DrugTesting/Level\\_1\\_Pages/LstCIab101106.html](http://workplace.samhsa.gov/DrugTesting/Level_1_Pages/LstCIab101106.html)) and meets the Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs (53 FR 11970);

- The testing facility uses the cutoff concentrations for drug tests as established in Subpart C, Section 3.4 of the HHS guideline and is listed as an approved laboratory facility as per the guideline;
- The laboratory analysis of urine drug samples is performed in accordance with established HHS standards. INSTANT OR RAPID DRUG SCREENS are not acceptable.

3. Maintaining the original copy of all substance abuse testing results of all personnel who perform work on SRS premises.
4. Submitting documentation from the Subcontractor’s/Supplier’s Medical Review Officer (MRO) of pre-access drug and alcohol testing results to the following email address: [Badgeoffice@srs.gov](mailto:Badgeoffice@srs.gov) prior to Subcontractor employee’s access to SRS premises. The documentation must include the following information:
  - i. Name and Social Security number of the individual tested;
  - ii. Confirmation statement from the Subcontractor’s/Supplier’s MRO that the results show Negative for drugs (i.e.:

below the cut off levels in accordance HHS (53FR11970) Mandatory Guidelines for Workplace Drug Testing Programs);

- iii. Confirmation statement from the Subcontractor's/Supplier's MRO of a Negative alcohol screening that is less than 0.02 Breath Alcohol Content (BAC) (i.e.: below the cut off levels in accordance with Department of Transportation (DOT) Guidelines for Breath Alcohol Testing 49 CFR 40);
- iv. Name and Address of Certified Laboratory;
- v. Name and Contact Information for the Subcontractor's/Supplier's MRO.

(2) The Subcontractor/Supplier agrees to advise its employees and Subtier Subcontractors/Suppliers that it is the policy of SRNS that: (1) the manufacture, dispensation or sale, offer for sale, purchase, use, transfer, or possession of alcohol and illegal drugs on SRS or US Department of Energy (Owner) premises is prohibited; (2) employees, while on the SRS premises, are prohibited from being under the influence of alcohol ("Under the Influence" means the employee is affected by alcohol in any detectable manner) or impaired by drugs; (3) entry onto the SRS premises constitutes consent to an inspection of the employee and his or her vehicle as well as their personal effects while entering, on, or leaving premises; (4) any employee who is found in violation of this policy or who refuses to permit an inspection may be removed or barred from the SRS premises at the discretion of SRNS. As used herein, "SRS premises" means the property, leased or otherwise, including owned project site locations in which SRNS business is being conducted, and owned or rented vehicles and/or equipment is being operated.

For quality assurance purposes, SRNS may request and review any/all records associated with the Subcontractor/Supplier or employee drug and alcohol testing. The Subcontractor/Supplier agrees to secure the written consent of employees to release results of substance abuse tests (breath alcohol and urine) to the designated SRNS representative.

(3) The Subcontractor/Supplier agrees to comply with and secure the compliance of its employees and Subtier Subcontractors/Suppliers of random, occurrence and/or for cause substance abuse testing. In the event of a "positive" finding (above cut off threshold) for drugs or alcohol, the Subcontractor/Supplier agrees to promptly remove such individual from the SRS and return his or her badge to the SRNS Badging Office. Any positive finding will result in denial of site access for 12 months for the Subcontract/Supplier employee. In the event of a refusal, the Subcontractor's employee may be terminated for cause and the individual will be refused access to the site.

Occurrence testing additionally requires the following:

If an injury /illness is the result of an occupational incident that requires recordable medical treatment, as defined by OSHA, then drug and alcohol testing is required. In addition, if an occupational incident involves damage to government vehicle or property or Subcontractor equipment then drug and alcohol testing is required. SRNS will require the Subcontractor/Supplier to have their employee's drug and alcohol tested on the day of the injury, illness or incident. Subcontractor /Supplier shall submit testing results, via a secure fax machine to 803.557.4076, SRS Medical – Drug and Alcohol Testing (DAT) department. The cost of testing shall be at the Subcontractor/supplier's expense.

(4) Subcontractor's/Supplier's employees who are required to obtain a security clearance may be required to successfully pass an additional alcohol and drug screening as required in the Security Requirements article of this order.

C. Suitability for Employment

- (1) Subcontractor/Supplier employees, including Subtier Subcontractors/Suppliers, who are to be badged to permit SRS access, must successfully complete the Suitability for Employment process. As part of this process, the Subcontractor/Supplier agrees to advise its employees and Subtier Subcontractors/Suppliers that they will be required to complete certain forms, which authorize background investigations. These forms shall be submitted during the badging process.
- (2) Subcontractor/Supplier employees will be issued a photo badge and allowed site access on the first reporting day. In the event a Subcontractor/Supplier employee subsequently fails to successfully complete the background investigation, the Subcontractor/Supplier agrees to promptly remove such individual from the site and to return the badge to the SRNS Badging Office.
- (3) Subcontractor/Supplier agrees to advise its employees of the above requirement prior to assignment to the SRS and to maintain documentation that such advice has been given.

#### **A.29 BADGING REQUIREMENTS**

##### **A. Photo Badge**

- (1) Subcontractor/Supplier employees may be issued a site access photo badge for a period not to exceed one year. To obtain a Photo Badge, Subcontractor/Supplier employees and any Subtier Subcontractor/Supplier employees must be processed through SRNS's Subcontract Badging Procedure and are subject to investigation by Governmental authorities. All badges must be returned or accounted for prior to final payment. All Subcontractor/Supplier employees must be at least 18 years old.
- (2) Subcontractor/Supplier employees and any Subtier Subcontractor/Supplier employees shall complete Subcontractor/Supplier Employee Data Sheet and Fingerprint Cards. If a long term badge is required (period greater than six (6) months) the employee will also be required to complete Standard Form (SF) 85, "Questionnaire for Non-Sensitive Positions", and form Optional Form 306, "Declaration for Federal Employment". These forms are required for the Governments use in conducting background investigations per

Homeland Security Presidential Directive HSPD-12. Copies of these forms are available on the SRNS Internet Home Page at [http://www.srs.gov/general/busiops/PMMD/SRNS\\_general\\_provisions.htm](http://www.srs.gov/general/busiops/PMMD/SRNS_general_provisions.htm).

- (3) Subcontractor/Supplier will observe the following badging procedure for processing their employees through security orientation:

- (i) A minimum of two (2) working days prior to the start of the badging and orientation process, Subcontractor/Supplier shall transmit the following information to the Subcontract Technical Representative (STR) (or the End User if an STR is not appointed for this order):

- Subcontract Number;
- Subcontractor/Supplier Employee Name;
- Subcontractor/Supplier Employee Address;
- Subcontractor/Supplier Employee Social Security Number;
- Subcontractor/Supplier Employee Date of Birth;
- Subcontractor/Supplier Employee's Phone Number;

- (ii) Subcontractor/Supplier employees shall report to SRS Building 703-46A at SRS Road 1, approximately two miles east of SC Highway 125 in Jackson, SC.

- (iii) Each Subcontractor/Supplier employee must successfully pass General Employee Training (GET) prior to undergoing the Photo Badging procedure. See Article titled "General Employee Training and Annual Refresher

Training for Subcontract Employees”. GET is given on Monday of each week in the Jackson, SC municipal building, and should be scheduled through the STR or End-user well in advance of the desired date in order to assure placement.

(iv) The orientation and badging process will take approximately four (4) hours.

(4) The maximum duration that Supplier/Subcontractor employees will be issued a site access badge is one (1) year. Supplier/Subcontractor employees requiring a new badge will report to the Badge Office and repeat the badging process.

(5) If Work under this Subcontract is to be performed in security areas, all personnel will be required to sign in and out at security gates and are subject to a search of their person and belongings at entrances to or exit from the area.

**B. Temporary Badge** (typically for visitors and short term personnel).

(1) Temporary badges are valid for a maximum of 10 calendar days per person in a calendar year. To avoid unnecessary expiration, these badges should be returned to the badge office immediately upon completion of need.

(2) Two working days prior to the need date, Subcontractor/Supplier shall transmit the following information to the STR/End User

- Subcontract Number;
- Subcontractor/Supplier Employee Name;
- Subcontractor/Supplier Employee Address;
- Subcontractor/Supplier Employee Social Security Number;
- Subcontractor/Supplier Employee Date of Birth;

Subcontractor/Supplier Employee’s Phone Number; (3) The Assigned Competent Person (ACP) (Subcontractor/Supplier or SRNS employee) shall perform Task Analysis of scope to be performed and identify any applicable contractual task specific checklist(s) from the Subcontractor’s/Supplier’s accepted Worker Protection Plan or SRNS’s Focused Observation Database if a WPP is not required by the terms of this Order.

(4) ACP shall provide advance copy of any task specific safety checklist(s) to personnel seeking temporary badges.

(5) Badge Office provides initial security briefing, issues registration card and obtains acknowledgement signature, issues “maroon” Visitors Badge for duration requested by STR/End User.

(6) ACP reviews any applicable checklist(s) and performs focused observations as directed by the STR/End User.

(7) Upon completion of scope, return badge to Badge Office upon exiting SRS.

**C. Identity Verification.**

(1) In order to receive a photo or temporary badge for entry to SRS, Subcontractor/Supplier employees, except delivery personnel (see subparagraph (2) below), will be required to present two specific forms of identification from the “List of Acceptable Documents” (Department of Homeland Security Form I- 9, copy available on the SRNS Internet Home Page. At least one of the documents selected from the list must be a valid State or Federal government-issued picture ID.

(2) Vendor Delivery Personnel. Unbadged personnel seeking a temporary badge for material/equipment deliveries will be required to present one form of picture identification that will verify their identity, such as a valid state driver’s license that includes a photograph. Delivery personnel shall enter the site at the Aiken Barricade located approximately one (1) mile south of SC Highway 278, and will be escorted at all times to the delivery location and back to the entrance barricade by Wackenhut Services, Inc., assigned escorts, or by Assigned

Competent Persons (SRNS or Subcontractor/Supplier).

- D. If the Subcontractor/Supplier or any Subtier Subcontractor/Supplier should independently suspend or remove an employee from work at the Savannah River Site (SRS) for unsafe acts or behavior, the Subcontractor/Supplier shall immediately notify the STR/End User, return the employee's badge to the STR/End User, and provide the STR/End User with written notification of the employee's name and reason(s) for such suspension or removal.

**A.30 GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES**

*The following terms are applicable if performance of this Order will require the Subcontractor's/Supplier's employee(s) to perform work on SRS premises for more than ten (10) working days.*

**A. General Employee Training (GET)**

- (1) The Subcontractor/Supplier shall inform his employees and the employees of his Subtier Subcontractors/Suppliers and agents that it is the policy of Savannah River Nuclear Solutions to adhere to the requirements contained in the DOE Order entitled "Personnel Selection, Qualification and Training Requirements," which requires any individual, employed either full or part-time at any DOE reactor or non-reactor facility to receive selected general training.
- (2) **Successful Completion Required**  
Said employees, referred to in the remainder of this document as "individual", must successfully complete the training known as "General Employee Training" (GET) as offered by the SRS. The GET sessions are given by a Savannah River Site authorized GET instructor. There are three categories of GET.
- (i) Category 1 consists of viewing a video that lasts for one hour. This category is limited to delivery personnel, visitors, and other temporary personnel that require badged access to the general site and property protection areas and are typically on site greater than 10 days, but not consecutively, in a calendar year.
- (ii) Category 2 consists of viewing a video and a written examination, and lasts for approximately two hours. This category would apply to visitors or

other temporary personnel that require badged access to the general site and property protection areas and are on site greater than 10 days consecutively in a calendar year, and additional training is not required as determined by SRNS.

- (iii) Category 3 consists of eight hours of training and includes instructor lecture along with audio and visual aids and a written examination. This category applies to individuals who require badged access to the general site, property protection areas, or security controlled areas and additional training is required, as determined by SRNS.

(3) **Successful Completion Defined**

Successful completion occurs when the individual:

- (i) Is scheduled for GET,  
(ii) Attends the GET session,  
(iii) Obtains a test score of 70% or greater on the written examination, if required, (100% is the highest obtainable score), and  
(iv) Properly completes all documents (rosters, exam answer sheet, etc.).

(4) **Unsuccessful Completion Defined**

If the individual fails to successfully complete GET, the individual is given a failure notice and is to notify the Subcontract Technical Representative (STR)/End User for rescheduling for remedial training or for a re-test. The individual will be allowed several chances to successfully complete the GET. Continued failure to successfully complete GET will result in resolution by the STR/End User.

(5) **Scheduling for GET**

The STR/End User shall direct the individual to the appropriate training center to attend the GET session. GET training is scheduled subject to demand.

(6) **Records**

GET records will be maintained by SRNS.

**B. Annual Refresher Training**

Refresher Training is required after an individual's initial successful completion of all categories of GET, regardless of the individual's present employer. Category 1 and Category 2 GET training must be repeated annually. For Category 3, successful completion of Consolidated Annual Training (CAT) is required. The Subcontractor/Supplier is responsible for scheduling its employees for this training. The STR/End User may be contacted for assistance.

**A.31 SECURITY EDUCATION**  
**REQUIREMENTS FOR CONTRACTORS**

*This Article is applicable if performance of the Subcontract will require the Subcontractor's/Supplier's employee(s) to receive a security badge.*

**A. Subcontractor/Supplier Security Education Coordinator**

(1) If the Subcontract will require a force of more than thirty (30) subcontract employees to receive a badge, then the Subcontractor/Supplier shall provide to the SRNS Security Education Office, the name of its representative appointed to administer its Security Education Program. This representative shall be referred to as the Subcontractor/Supplier Security Education Coordinator (SSEC).

(2) If the Subcontract will require that less than thirty (30) subcontract employees to receive a badge, then the SRNS Subcontract Technical Representative (STR/End User) will perform the activities discussed herein.

**B. Company Roster**

The SSEC will be responsible for providing the STR/End User with a roster of all subcontract personnel receiving a badge. At a minimum the data shall include name, social security number, work telephone number, clearance level and place where work is generally performed. This list shall be kept current and updated every sixty-(60) days.

**C. Initial Briefing**

The SSEC will ensure that all subcontract personnel, regardless of clearance level, receive an Initial Security Briefing. This briefing is shown during General Employee Training. This briefing consists of a videotape shown during GET, or at the time of badging for those individuals not required to attend GET.

**D. Comprehensive Briefing**

If Subcontractor/Supplier personnel have a clearance at the inception of the Subcontract, or receive a clearance at any time during the course of the Subcontract, the SSEC/STR/End User will ensure that those Subcontractor/Supplier employees receive a Comprehensive Briefing from SRNS.

**E. Annual Refresher Briefing**

The SSEC/STR/End User shall ensure that all Subcontractor/Supplier employees receive, at least once in a twelve (12) month period, an Annual Security Refresher briefing from SRNS. This briefing is provided during GET Refresher Training.

**F. Foreign Travel Briefing**

If a Subcontractor/Supplier employee plans a trip to a sensitive country, whether on official business or for pleasure, the SSEC/STR/End User is responsible for ensuring that the individual receives a Foreign Travel Briefing from SRNS before departing and a Debriefing upon return. The OPSEC Officer is responsible for these Briefings.

**G. Badge Retrieval at Termination**

The Subcontractor/Supplier is responsible for ensuring that badges are returned or accounted for when a Subcontractor/Supplier employee terminates employment or when the Subcontract is completed. The employee must report to Employment Processing Center, for proper completion of out-processing and badge return. This effort should be coordinated with the SRNS STR/End User.

**H. Termination Briefing**

When a Subcontractor/Supplier employee terminates employment or is reassigned, the SSEC/STR/End User will ensure that a Termination Briefing by SRNS is given and the appropriate forms are executed. Briefing materials and appropriate forms are provided by SRNS.

**A.32 SUBCONTRACTORS'/SUPPLIERS'**  
**LIABILITY FOR FINES AND**  
**PENALTIES**

A. Subcontractor/Supplier is liable to SRNS for fines and penalties assessed by any governmental entity against SRNS or DOE as a result of Subcontractor's /Supplier's failure to perform its work under the Subcontract in compliance with the requirements of the Subcontract.

B. Subcontractor/Supplier shall indemnify, defend and hold harmless SRNS and DOE from and against any and all claims, demands, actions, causes of action, suits, damages, expenses, including attorney's fees, and liabilities whatsoever resulting from or arising in any manner on account of the assessment of said fines and penalties against SRNS or DOE.

**A.33 FOREIGN NATIONALS**

*As used in this Article, the term "Foreign National" is defined to be a person who was born outside the jurisdiction of the United States; is a citizen of a foreign government and has not been naturalized under U.S. law.*

A. The Subcontractor/Supplier shall obtain the approval of SRNS, in writing, prior to any visit to a DOE or SRNS facility by any Foreign National in connection with work being

performed under this Order, in accordance with the requirements of DOE Order 142.3, Unclassified Foreign Visits and Assignments Program. Visits are normally for the purpose of technical discussions, orientation, observation of projects or equipment, training, subcontract service work, including delivery of materials, or for courtesy purposes. The term "visit" also includes officially-sponsored attendance at a DOE or SRNS event off-site from the DOE/SRNS facility, but does not include off-site events and activities open to the general public. Subcontractors/Suppliers should be aware that required forms and documents necessary for approval of visits by Foreign Nationals should be submitted to the SRNS Purchasing Representative at least four (4) to six (6) weeks prior to the visit, depending on the nationality of the individual and the areas to be visited. Forms can be obtained from the SRNS Purchasing Representative.

- B. In addition, the Subcontractor/Supplier shall obtain the approval of the SRNS Purchasing Representative, in writing, prior to the employment of, or participation by any Foreign National in the performance of work under this Subcontract or any Lower-tier Subcontract at off-site locations. Such approvals will be processed in accordance with the requirements of DOE Order 142.3.
- C. In the performance of off-site work, Foreign Nationals only incidentally involved with a SRNS Subcontract, and who have no knowledge that their activities are associated with SRNS Subcontract work, are exempt from the above.

#### **A.34 JOINT INTELLECTUAL PROPERTY RIGHTS**

- A. "Joint Intellectual Property Rights" shall mean any work under the subcontract, which:
  - (1) Results from the involvement of at least one employee/participant from each of SRNS and the Subcontractor/Supplier; and
  - (2) The subject matter of which is capable of protection under domestic or foreign law, including but not limited to, patents, copyrights, trademarks, or mask works.
- B. As to Joint Intellectual Property Rights, in which SRNS has a joint ownership interest, the Subcontractor/Supplier agrees to negotiate in good faith with SRNS a Memorandum of Agreement to resolve issues of participation in protection and commercialization.

#### **A.35 SCIENTIFIC AND TECHNICAL INFORMATION**

- A. Electronic submissions of technical reports will consist of two virus-free copies that are readable in the following formats:
  - (1) Text will be submitted in native software (that is compatible with the suite of document creation software currently used at SRS) (fonts identified) or in RTF (rich text format).
  - (2) Embedded objects and files that are linked to a document must be supplied as well, as follows:
    - (i) Raster images (for example, photographs) will be submitted as TIFF or EPS @ resolution > 100 dpi.
    - (ii) Vector art (for example, line art) will be submitted as EPS images.
    - (iii) Data-driven displays (e.g., spreadsheet charts) must be accompanied by data set used to generate them.

#### **A.36 BANKRUPTCY**

If the Subcontractor/Supplier enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the SRNS Purchasing Representative within five (5) days of initiating 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 SRNS Subcontract/Order Numbers for which final payment has not been made.

#### **A.37 ACCESS TO DOE-OWNED OR LEASED FACILITIES**

*(Article applies if employees of Subcontractor/Supplier will require physical access to DOE-owned or leased facilities)*

- A. The performance of this Subcontract requires that employees of the Subcontractor/Supplier have physical access to DOE-owned or leased facilities. The Subcontractor/Supplier understands and agrees that DOE has a prescribed process with which the Subcontractor/Supplier and its employees must comply in the Subcontract to receive a security badge that allows such physical access. The Subcontractor/Supplier shall propose employees whose background offers the best prospect of obtaining a security badge approval for access. This clause does not control requirements for an employee obtaining a security clearance.
- B. The Subcontractor/Supplier shall assure:

- (1) Compliance with procedures established by DOE and SRNS in providing its employees with any forms directed by DOE or SRNS;
  - (2) Employees properly complete any forms;
  - (3) Employees submit the forms to the person designated by the SRNS Procurement Representative;
  - (4) Employees cooperate with DOE and SRNS officials responsible for granting access to DOE-owned or leased facilities; and
  - (5) Employees provide additional information requested by those DOE/SRNS officials.
- C. The Subcontractor/Supplier understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE or SRNS that an employee's application for a security badge is or will be denied, the Subcontractor/Supplier shall promptly identify and submit the appropriate forms for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Subcontract or any Subcontractor's/Supplier's claim against DOE or SRNS.
- D. The Subcontractor/Supplier shall return to the SRNS Procurement Representative, or designee, the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Subcontractor's/Supplier's employee(s) upon:
- (1) Termination of this Subcontract;
  - (2) Expiration of this Subcontract;
  - (3) Termination of employment on this Subcontract by an individual employee; or
  - (4) Demand by DOE/SRNS for return of the badge
- E. The Subcontractor/Supplier shall include this clause, including this paragraph E. in any Lower-tier Subcontract, awarded in the performance of this Subcontract, in which an employee(s) of the Subtier Subcontractor/Supplier will require physical access to DOE-owned or leased facilities

**A.38 ACCEPTANCE OF TERMS AND CONDITIONS**

- A. Seller, by signing this Agreement/Subcontract or delivering the items identified herein, agrees to comply with all the terms and conditions and all specifications and other documents that this Agreement/Subcontract incorporated by reference or attachment. The Company hereby objects to any terms and conditions contained in any acknowledgment

of this Agreement/Subcontract that are different from or in addition to those mentioned in this document. Failure of the Company to enforce any of the provisions of this Agreement/Subcontract shall not be construed as evidence to interpret the requirements of this Agreement/Subcontract, nor a waiver of any requirement, nor of the right of the Company to enforce each and every provision. All rights and obligations shall survive final performance of this Agreement/Subcontract.

- B. When the use of Subtier Subcontractors/Suppliers is determined to be necessary, the Prime Subcontractor/Supplier is responsible to flow down those Technical and Quality requirements that are determined to be applicable for the activities within its defined scope of work, in accordance with referenced Codes/Standards/Material Specifications, or other requirements identified within the procurement documents included with this Purchase Order/Subcontract package. The Prime Subcontractor/Supplier is furthermore responsible to flow down all commercial Terms and Conditions, including articles incorporated by reference, to all Subtier Subcontractors/Suppliers, which includes verification that the Subtier Subcontractor/Supplier has been appropriately qualified to perform the activities required to satisfy this procurement. The Prime Subcontractor/Supplier must maintain objective evidence of the successful flow down of the referenced requirements and provide such evidence to SRNS upon request. This flow down is also required at all levels if the Subtier Subcontractor/Supplier to the Prime Subcontractor/Supplier deems it necessary to further subcontract its parts of this SRNS contract.
- C. When NQA-1 is invoked as the governing quality standard, the Prime Subcontractor/Supplier and applicable Subtier Subcontractors/Suppliers shall be required to meet the Part 1 Requirements (Sections 100 through 900, as determined to be applicable) in the Procurement document. NQA-1 Part II will be invoked at the discretion of SRNS and will be detailed via the procurement documents, and if invoked, must be flowed down from the Prime Subcontractor/Supplier to its applicable Subtier Subcontractors/Suppliers at all levels. If the Prime Subcontractor/Supplier or its Subtier Subcontractors/Suppliers intends to upgrade

materials by way of a Commercial Grade Dedication Process, SRNS must be notified of this intent and the Subcontractor's/Supplier's process verified and approved prior to dedicating any material associated with an SRNS procurement.

- D. The SRNS Procurement Representative is to be notified in writing, within five working days of any changes within your company as identified below:
- (1) Key quality personnel to include as a minimum:
    - (i) Quality Assurance/Quality Control Manager
    - (ii) Assistant Quality Assurance/Quality Control Manager
    - (iii) Other critical Quality Assurance/ Quality Control personnel
  - (2) Quality Assurance Program Revisions
  - (3) Company ownership transfers/buy-outs, and
  - (4) All identified Nonconformance or Corrective Action Reports associated with SRNS contracts including those issued concerning Subtier Subcontractors/Suppliers.

**A.39 SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE**

- A. "Contract" means this Subcontract or Purchase Order (except in instances when it is not applicable or appropriate), and includes changes and modifications to this Subcontract.
- B. "Contractor" means the party to whom this Subcontract or Order is awarded (except in instances when it is not applicable or appropriate).
- C. "Government" means SRNS (except in instances when it is not applicable or appropriate).
- D. "Subtier Subcontractor/Supplier" means any party at any tier entering into an agreement with the Subcontractor/Supplier for the furnishing of supplies or services required for performance of the Subcontract or Order.

*This Subcontract or Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRNS will make their full text available.*

**\*A.40 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)**

DEAR 952.250-70

**\*A.41 CLASSIFICATION/DECLASSIFICATION (SEP 1997)**

DEAR 952.204-70

**NOTE: This article applies if the Subcontract involves access to classified matter.**

**\*A.42 EQUAL OPPORTUNITY (APR 2002)**  
FAR 52.222-26

**\*A.43 CONVICT LABOR (JUN 2003)**  
FAR 52.222-3

**\*A.44 NOTICE OF LABOR DISPUTES (FEB 1997)**  
FAR 52.222-1

**\*A.45 INTEREST (JUN 1996)**  
FAR 52.232-17, with the addition of a paragraph (d) to read as follows: "(d) No interest is payable to the Subcontractor/Supplier for any claim or voucher the Subcontractor/Supplier may submit for payment except as specifically imposed by a Court on any judgment obtained by the Subcontractor/Supplier or as otherwise provided herein".

**\*A.46 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)**

NOTE: This Article applies only with respect to work to be performed on-Site.  
DEAR 952.203-70

**\*A.47 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)**  
FAR 52.225-11

**\*A.48 PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997)**  
DEAR 952.227-13  
Article applies if award is to other than a Small Business Concern or Non-Profit Organization

**\*A.49 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995)**  
DEAR 952.227-11  
Article applies if award is to a Small Business Concern or Non-Profit Organization

**\*A.50 RIGHTS IN DATA – GENERAL (JUN 1987)**  
FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)

**\*A.51 RIGHTS IN DATA - ALTERNATE II (JUN 1987)**  
FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)

**\*A.52 ADDITIONAL DATA REQUIREMENTS  
(JUN 1987)**

FAR 52.227-16

**\*A.53 PRINTING (DEC 2000)**

DEAR 970.5208-1

NOTE: Applies if this Subcontract may require printing (as the term is defined in Title I of the U.S. Government Printing and Binding Regulations).

**\*A.54 PRIVACY ACT (APR 1984)**

FAR 52.224-1 and 52.224-2

**\*A.55 ACCOUNTS, RECORDS AND  
INSPECTIONS (DEC 2007)**

DEAR 970.5232-3(Paragraphs (a) through (h) only)

**\*A.56 PERSONAL IDENTITY VERIFICATION  
OF CONTRACTOR PERSONNEL (NOV  
2006)**

FAR 52.204-9

**\*A.57 PENSION ADJUSTMENTS AND ASSET  
REVERSIONS (OCT 2004)**

FAR 52.215-15

**\*A.58 REVERSION OR ADJUSTMENT OF  
PLANS FOR POST RETIREMENT  
BENEFITS (PRB) OTHER THAN  
PENSIONS (JUL 2005)**

FAR 52.215-18

**A.59 COMPLIANCE WITH DIESEL EMISSION  
REDUCTION ACT (DERA)**

- A. All diesel powered equipment bought on-site for ARRA work is required to burn ultra-low sulfur diesel fuel ( $\leq 15$  ppm). Fuel certification will be available for inspection upon request.
- B. All pre-1996 model year non-road diesel engine equipment brought on-site for ARRA work shall be retrofitted with EPA verified control equipment. Equipment certification will be submitted prior to commencement of work.
- C. SRS is implementing South Carolina State Transport Police (SCSTP) maximum idling regulation SCCL§56-35-10. All "self-propelled diesel motor vehicles licensed for use on a public roadway to transport passengers or property when the vehicle has a gross vehicle weight rating or gross combination weight rating of ten thousand and one pounds or more" shall be shut down if the idling period will exceed 10 consecutive minutes. Additional guidance on maximum idling time can be obtained at [www.scstp.org](http://www.scstp.org).

**A.60 INSPECTION EXCEPTION FOR  
THORIATED TUNGSTEN  
ELECTRODES**

The site has determined that thoriated tungsten electrodes will no longer be used in the manual gas tungsten arc welding (GTAW) process at SRS. This applies to the manual GTAW process only. For automatic GTAW the use of thoriated tungsten is allowed due to the dedicated grinding area and control of the process.

**A.61 DEFENSE PRIORITY AND  
ALLOCATION REQUIREMENTS**

This is a rated Order certified for national defense, emergency preparedness, and energy program use, and the Subcontractor/Supplier shall follow all the requirements of the Defense Priorities and Allocations System Regulation. (15 CFR 700). Should any applicable DPAS Regulation pertaining to acceptance and rejection of rated Orders (see 15 CFR 700.13), preferential scheduling (see 15 CFR 700.14), extension of priority ratings (see 15 CFR 700.15) changes or cancellations of priority ratings and rated Orders (see 15 CFR 700.16) use of rated Orders (see 15 CFR 700.17), and limitations on placing rated Orders (see 15 CFR 700.18) conflict with this Agreement, then the DPAS will control.

15 CFR 700.17 provides an exemption for all Orders less than \$75,000, or one half of the Federal Acquisition Regulation (FAR) Simplified Acquisition Threshold, (see FAR 2.101) whichever amount is larger, provided that delivery can be obtained in a timely fashion without the use of the priority rating.

This rating must be passed on to Subtier Subcontractors/Suppliers in all cases to ensure delivery of the items required. The Subcontract is rated DO-E1 for Construction or DO-E2 for Operations. Reference FAR 52.211-15.

**SECTION B**

**SECTION B ARTICLES APPLY IF THE PRICE  
OF THIS ORDER EXCEEDS \$3,000 (B.4) and  
\$10,000.**

*(This Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRNS will make their full text available. Reference Article A.39, "Supplemental Definitions for FAR and DEAR Clauses Incorporated by Reference".)*

**\*B.1 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**

FAR 52.222-36

**\*B.2 PATENT INDEMNITY (APR 1984)**

FAR 52.227-3

**\*B.3 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

FAR 52.222-21

**\*B.4 EMPLOYMENT ELIGIBILITY VERIFICATION**

NOTE: This Article applies only with respect to the following: ((1) Is for –

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;(2) Has a value of more than \$3,000; and (3) Includes work performed in the United States.) (Jan 2009)  
FAR 52.222-54

**SECTION C**

**SECTION C ARTICLES APPLY IF THE PRICE OF THIS ORDER EXCEEDS \$25,000.**

**C.1 REPORTING OF ROYALTIES**

If any royalty payments are directly involved in the Subcontract or are reflected in the process or charges under the Subcontract, Subcontractor/Supplier agrees to report in writing to SRNS during the performance of the Subcontract and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of the Subcontract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit identification of the patents or other basis on which the royalties are to be paid. The approval of DOE or SRNS of any individual payments or royalties shall not preclude the Government or SRNS at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payment is made.

*(This Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRNS will make their full text available. Reference Article A.39, "Supplemental Definitions for FAR and DEAR Clauses Incorporated by Reference".)*

**\*C.2 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)**

FAR 52.209-6

**\*C.3 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

FAR 52.222-35

**\*C.4 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

FAR 52.222-37

**SECTION D**

**SECTION D ARTICLES APPLY IF THE PRICE OF THIS ORDER EXCEEDS \$100,000.**

*(This Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRNS will make their full text available. Reference Article A.39, "Supplemental Definitions for FAR and DEAR Clauses Incorporated by Reference".)*

**\*D.1 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) ALTERNATE I**

DEAR 952.209-72

(Note: This Article is applicable only if for Advisory & Assistance Services.)

**\*D.2 AUTHORIZATION AND CONSENT (JUL 1995)**

FAR 52.227-1

**\*D.3 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)**

DEAR 970.5227-5

**\*D.4 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)**

FAR 52.203-12

**\*D.5 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2004)**

FAR 52.219-8

**\*D.6 INTEGRITY OF UNIT PRICES (OCT 1997)**

FAR 52.215-14

**\*D.7 ANTI-KICKBACK PROCEDURES (JUL 1995)**

FAR 52.203-7

**\*D.8 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)**

FAR 52.203-6

**\*D.9 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 2005)**

FAR 52.222-4

**\*D.10 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)**

FAR 52.247-64

**\*D.11 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

FAR 52.223-14

**\*D.12 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

FAR 52.222-39

**SECTION E**

**SECTION E ARTICLES APPLY IF THE PRICE OF THIS ORDER EXCEEDS \$500,000.**

*(This Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRNS will make their full text available. Reference Article A.39, "Supplemental Definitions for FAR and DEAR Clauses Incorporated by Reference".)*

**\*E.1 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)**

DEAR 952.226.74

**\*E.2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE**

**AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)**

DEAR 970.5226.2

**\*E.3 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)**

FAR 52.219-9

**SECTION F**

**SECTION F ARTICLES APPLY ONLY IF SPECIFIED IN THE ORDER, REGARDLESS OF ORDER PRICE.**

**F.1 INTEGRATION OF ENVIRONMENT, SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION**

- A. For the purpose of this Article,
- (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
  - (2) Employees include Subcontractor/Supplier and Subtier Subcontractor/Supplier employees.
- B. In performing work under this Subcontract, the Subcontractor/Supplier and any Subtier Subcontractors/Suppliers, shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Subcontractor/Supplier shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor/Supplier shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral, but visible part of the Subcontractor's/Supplier's work planning and execution processes. The Subcontractor/Supplier shall, in the performance of work, ensure that:
- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those Subcontractor/Supplier and Subtier Subcontractor/Supplier employees managing or supervising employees performing work.
  - (2) Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.
  - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
  - (4) Resources are effectively allocated to address ES&H, programmatic, and

- operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
- (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
  - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
  - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by SRNS and the Subcontractor/Supplier. These agreed-upon conditions and requirements of the Subcontract are binding upon the Subcontractor/Supplier. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work.
- C. The Subcontractor/Supplier and any Subtier Subcontractors/Suppliers shall manage and perform work in accordance with Article G.2 or a documented Worker Protection Plan (WPP) that fulfills all conditions in paragraph B. of this Article to the degree specified in Article G.3 or G.4. as indicated applicable to this subcontract Documentation in the subcontract shall describe how the Subcontractor/Supplier will:
- (1) Define the Work to be performed;
  - (2) Identify and analyze hazards associated with the work;
  - (3) Develop and implement hazard controls;
  - (4) Perform work within controls; and
  - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- D. The subcontract shall describe how the Subcontractor/Supplier will establish, document, and implement safety performance objectives, performance measures, and commitments in response to Subcontract requirements and funding limits while maintaining the integrity of the WPP. The subcontract shall also describe how the Subcontractor/Supplier will measure WPP effectiveness.
- E. The Subcontractor/Supplier shall submit to the SRNS Purchasing Representative documentation of its WPP for review and acceptance. The SRNS Purchasing Representative will establish dates for submittal, discussions, and revisions to the WPP. The SRNS Purchasing Representative will provide guidance on preparation, content, review, and acceptance of the WPP. On an annual basis, the Subcontractor/Supplier shall review and update, for SRNS acceptance, its safety performance objectives, performance measures, and commitments consistent with, and in response to, Subcontract requirements, funding limits and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire WPP. Accordingly, the subcontract shall be integrated with the Subcontractor's/Supplier's business processes, as applicable to the Scope of Work contained in this subcontract, for work planning, budgeting, authorization, execution, and change control.
  - F. The Subcontractor/Supplier and any Subtier Subcontractors/Suppliers, shall comply with, and assist SRNS in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the Article of this Subcontract on Laws, Regulations, and DOE Directives. The Subcontractor/Supplier shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this Subcontract.
  - G. The Subcontractor/Supplier shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements including those specified in the subcontract. If the Subcontractor/Supplier fails to provide resolution or, if at any time, the Subcontractor's/Supplier's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the SRNS Purchasing Representative may issue an order stopping work in whole or in part. Any stop work order issued by the SRNS Purchasing Representative under this Article (or issued by the Subcontractor/Supplier to a Subtier Subcontractor/Supplier shall be without prejudice to any other legal or contractual rights of SRNS. In the event that the SRNS Purchasing Representative issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the SRNS Purchasing Representative. The Subcontractor/Supplier

shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

- H. SRNS shall hold the Subcontractor/Supplier responsible for compliance with the ES&H requirements applicable to this Subcontract, including performance of work by any Subtier Subcontractors/Suppliers. In utilizing the Focused Observation Checklists, Subcontractors/Suppliers are required to forward any self-identified safety deficiencies to the STR/End User. The STR/End User will forward the deficiencies to SRNS Subcontractor/Supplier Assurance for screening.

**F.2 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE - ALTERNATIVE I**

*(Compliance by the Subcontractor/Supplier with the requirements of this Article F.2 shall satisfy any/all requirements of Article F.1, "Integration of Environment, Safety and Health into Work Planning and Execution", applicable to the scope of work contained in this Subcontract.)*

- A. The Subcontractor/Supplier, and any Subtier Subcontractors/Suppliers, shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety, and health of employees and members of the public. All work shall be performed to include Lower-tier subcontracted work in compliance with all applicable SRNS/DOE environmental, safety, and health requirements, including DOE Regulation 10 CFR 851, "Worker Safety and Health Program", and orders, and procedures including related reporting requirements. Such procedures provide authority to SRNS employees to call a "time out/stop work" when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property. The Subcontractor/Supplier shall ensure that its employees, including Subtier Subcontractor/Supplier employees are aware of this authority, and also have similar "time out/stop work" authority when performing work under this subcontract. The SRNS Purchasing Representative shall notify the Subcontractor/Supplier in writing of any noncompliance with the provisions of this Article and the corrective action to be taken. After receipt of such notice, the Subcontractor/Supplier shall immediately take corrective action. In the event that the

Subcontractor/Supplier fails to take corrective action and comply with said SRNS/DOE regulations, requirements and procedures the SRNS Purchasing Representative may, without prejudice to any other legal or contractual rights of SRNS, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the Purchasing Representative. The

Subcontractor/Supplier shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

- B. Prior to the start of work under this subcontract, the Subcontractor/Supplier shall provide to the SRNS Purchasing Representative a letter acknowledging a Corporate Safety and Health Policy and confirmation of compliance with SRNS procedures. In addition, for any tasks identified in the Statement of Work as outside the scope of SRNS procedures, the Subcontractor/Supplier shall provide to the SRNS Purchasing Representative for SRNS review and acceptance any appropriate documentation, procedures or manuals containing task hazard reviews and safeguards to be implemented. Whenever a significant change or addition is made to such documentation, procedures or manuals, the Subcontractor/Supplier shall re-submit the revised document to SRNS for review and acceptance. Examples of significant changes include any requirement deletions, additional scope added, total re-write or major revision. Additionally, the Subcontractor/Supplier must submit annually to SRNS either an update to the documentation, procedures or manuals for acceptance or a letter stating that no changes are necessary in the current accepted documents.

C. Equipment Safety.

The Subcontractor/Supplier shall ensure that major equipment used in the performance of work under this subcontract is inspected, operated and maintained by qualified competent personnel. As confirmation, the Subcontractor/Supplier shall complete Form PF-44, Major Equipment Declaration, (copy available on the SRNS Internet Home Page) and provide one (1) copy to the Subcontract Technical Representative (STR/End User), prior to placing any such equipment in service on the Savannah River Site. Additionally, prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy duty equipment on the Savannah River Site, the Subcontractor/Supplier

shall complete the “Self-propelled Equipment Loading, Unloading & Transport Safety Review Checklist”, copy available on the SRNS Home Page at [http://www.srs.gov/general/busiops/PMMD/AR\\_RA\\_general\\_provisions.htm](http://www.srs.gov/general/busiops/PMMD/AR_RA_general_provisions.htm)), and provide a copy to the STR/End User.

D. Assigned Competent Person.

The Subcontractor/Supplier shall designate in writing an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged material/equipment delivery personnel and other non-badged Subcontractor/Supplier personnel seeking temporary badges in support of the Subcontractor’s/Supplier’s work scope. The ACP shall be a responsible employee, cognizant of the subcontract scope and all applicable environmental, safety and health requirements, including any focused observation safety checklists. The ACP shall furnish an advance copy of applicable focused observation safety checklists to any non-badged temporary personnel anticipating entry onto SRS, and shall meet entering personnel at the SRNS Badging Office, Building 703-46A when they report for temporary badging. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site review, complete and date any applicable focused observation safety checklist(s). For material/equipment deliveries, the ACP shall review any applicable focused observation safety checklists with delivery personnel, including specific safety measures required for loading/unloading in accordance with OSHA.

E. Safety and Health Representative.

The Subcontractor/Supplier shall designate a safety and health professional or representative, as specified in the subcontract. The designation must include the person’s qualifications and duties. A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or pre-approved equivalent, having other safety related training certificates and/or job experience in General Industry/Construction safety with an understanding of the requirements in 29 CFR 1910/1926.

F. Site Reporting Requirements

The Subcontractor/Supplier shall immediately notify the STR/End User or SRNS Procurement Representative of any event/condition that may require reporting to DOE. Further, the Subcontractor/Supplier shall cooperate with any

SRNS or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 (DOE M 231.1-2) and can include (but are not limited to):

- (1) Operational emergencies,
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
- (3) Any on-the-job injury where an employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately,
- (4) Any violation of Lockout/Tag out controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury,
- (5) Fires/explosions,
- (6) Hazardous energy control failures,
- (7) Operations shutdown directed by management for safety response,
- (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.,
- (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations,
- (10) Loss, damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),
- (11) Spread of radioactive contamination or loss of control of radioactive materials,
- (12) Personnel radioactive contaminations or exposures, and
- (13) Violations of procedures.

Immediate notification is required of such events to ensure SRNS meets its commitment for 30 minute notification to appropriate DOE authorities. The Subcontractor/Supplier shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. The Subcontractor/Supplier and their employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this subcontract.

**F.3 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE – ALTERNATIVE II**

*(Compliance by the Subcontractor/Supplier with the requirements of this Article F.3 shall satisfy any/all requirements of Article F.1, "Integration of Environment, Safety and Health into Work Planning and Execution", applicable to the scope of work contained in this Subcontract.)*

A. The Subcontractor/Supplier and any Subtier Subcontractors/Suppliers shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety and health of employees and members of the public, and shall comply with OSHA and all other applicable federal, state and local regulatory requirements, including new DOE Regulation 10 CFR 851, "Worker Safety and Health Program" which will apply to any work performed on the Savannah River Site effective February 9, 2007. The Subcontractor/Supplier and any Subtier Subcontractor/Supplier shall comply with site-specific ES&H requirements when specified in the subcontract. The SRNS Purchasing Representative shall notify the Subcontractor/Supplier in writing of any noncompliance with the provisions of this Article. After receipt of such notice, the Subcontractor/Supplier shall immediately take corrective action. In the event that the Subcontractor/Supplier fails to take corrective action and comply with said regulations and requirements, the SRNS Purchasing Representative may, without prejudice to any other legal or contractual rights of SRNS, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the Purchasing Representative. The Subcontractor/Supplier shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

B. Corporate Worker Protection Plan (WPP)

The Subcontractor/Supplier shall possess and maintain a corporate Worker Protection Plan (WPP) which implements the OSHA requirements applicable to the normal course of the Subcontractor's/Supplier's business. Prior to the start of work under this Subcontract, the Subcontractor/Supplier shall provide to the SRNS Purchasing Representative a copy of the WPP and sample Task Specific Plans (TSP) (based on a minimum of three tasks in the scope of work), for review and acceptance by the

appropriate SRNS organization(s). NOTE: Subcontractor/Supplier is responsible for conducting hazard analysis and documenting additional TSPs. Work under this Subcontract shall not commence until the WPP and TSPs have been accepted by SRNS. The Subcontractor/Supplier shall provide a copy of the accepted WPP and TSP to any Subtier Subcontractor(s)/Suppliers and shall ensure Subcontractor/Supplier employee's performing work at the site have access to the WPP document accepted by SRNS, and other standards, controls and procedures including DOE worker protection publications applicable to the workplace. The Subcontractor/Supplier's employees and the employees of any Subtier Subcontractors/Suppliers shall comply with the WPP and TSPs in the performance of the work under this Subcontract. The WPP shall meet the following minimum requirements:

- (1) Shall include management policies that provide for clear goals, responsibilities, authority, and accountability for meeting loss control objectives;
- (2) Shall include the implementation of applicable local, state, federal, environment, safety and health requirements that are relevant to the scope of work, including applicable elements in 10 CFR 851, "Worker Safety and Health Program";
- (3) Shall provide employee guidance on internal engineering controls, precautions, and requirements on personal protective equipment (PPE) to minimize, control and/or prevent employee exposure to include equipment/property loss;
- (4) Shall include management policies for incorporating and implementing the use of American Conference of Governmental Industrial Hygienist (ACGIH) threshold limit values (TLVs). The ACGIH guidelines shall be used when the TLV(s) exposure limits are more restrictive than OSHA permissible exposure limits (PELs).
- (5) Shall include Task Specific Plans that include hazard identification and control measures that provide for safe work practices and employee training (i.e., 1) Define Scope of Work, 2) Identify and Analyze Hazards, 3) Develop and Implement Controls, 4) Perform Work within Controls, 5) Provide Feedback, and Continuous Improvement.);
- (6) Shall include Focused Observation Checklists, as applicable. The Subcontractor/Supplier shall (i) thoroughly

assess the work scope, (ii) identify the associated hazards, and (iii) apply elements of corresponding Checklists within the Worker Protection Plan (WPP) or utilize applicable Checklists as attachments to the WPP. Subcontract scope performed by the Subcontractor/Supplier and its Subtier Subcontractors/Suppliers will typically be covered by the WPP and appropriate Checklists. Such Checklists are available on the Savannah River Site Internet Home Page ([http://www.srs.gov/general/busiops/PMM D/ARRA\\_general\\_provisions.htm](http://www.srs.gov/general/busiops/PMM D/ARRA_general_provisions.htm)) for review and down loading.

- (7) Shall include a process that provides authority to Subcontractor/Supplier and Subtier Subcontractor/Supplier employees to call for a “time out/stop work” when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property.

The Subcontractor/Supplier shall provide mechanisms to involve workers in the development of WPP goals, objectives, and performance measures and in the identification and control of workplace hazards. Whenever a significant change or addition is made to the WPP, it shall be re-submitted to SRNS for review and acceptance. Examples of significant changes include any requirement deletions, additional scope added, total re-write or major revision. Additionally, the Subcontractor/Supplier must submit annually to SRNS either an updated WPP for acceptance or a letter stating that no changes are necessary in the current accepted WPP.

C. Equipment Safety.

The Subcontractor/Supplier shall ensure that major equipment used in the performance of work under this subcontract is inspected, operated and maintained by qualified competent personnel. As confirmation, the Subcontractor/Supplier shall complete Form PF-44, Major Equipment Declaration, (copy available on the SRNS Internet Home Page) and provide one (1) copy to the Subcontract Technical Representative (STR/End User), prior to placing any such equipment in service on the Savannah River Site. Additionally, prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy duty equipment on the Savannah River Site, the Subcontractor/Supplier shall complete the “Self-propelled Equipment Loading, Unloading & Transport Safety Review

Checklist”, copy available on the SRNS Home Page at ([http://www.srs.gov/general/busiops/PMM D/ARRA\\_general\\_provisions.htm](http://www.srs.gov/general/busiops/PMM D/ARRA_general_provisions.htm)), and provide a copy to the STR/End User.

D. Assigned Competent Person.

The Subcontractor/Supplier shall designate in writing an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged material/equipment delivery personnel and other non-badged Subcontractor/Supplier personnel seeking temporary badges in support of the Subcontractor’s/Supplier’s work scope. The ACP shall be a responsible employee, cognizant of the subcontract scope and all applicable environmental, safety and health requirements, including any focused observation safety checklists. The ACP shall furnish an advance copy of applicable focused observation safety checklists to any non-badged temporary personnel anticipating entry onto SRS, and shall meet entering personnel at the SRNS Badging Office, Building 703-46A when they report for temporary badging. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site review, complete and date any applicable focused observation safety checklist(s). For material/equipment deliveries, the ACP shall review any applicable focused observation safety checklists with delivery personnel, including specific safety measures required for loading/unloading in accordance with OSHA and the WPP.

E. Safety and Health Representative.

The Subcontractor/Supplier shall designate a safety and health professional or representative, as specified in the subcontract. The designation must include the person’s qualifications and duties and be documented in the Subcontractor’s/Supplier’s Worker Protection Plan. A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or pre-approved equivalent, having other safety related training certificates and/or job experience in General Industry/Construction safety with an understanding of 29 CFR 1910/1926 requirements.

F. Material Safety Data Sheets.

The Subcontractor/Supplier shall provide the STR/End User copies of Material Safety Data Sheets for all chemicals brought to SRS prior to the initial use of such chemicals. In addition, the

Subcontractor/Supplier shall provide the STR/End User with a current inventory on a monthly basis for chemicals stored on-site for thirty (30) or more days per EPCRA/CERCLA. All chemicals stored on-site shall follow NFPA storage guidelines.

G. Environmental Compliance

The Subcontractor/Supplier and any Subtier Subcontractors/Suppliers shall comply with all applicable environmental protection laws, Executive Orders, ordinances, regulations, directives, and codes. Upon request, the Subcontractor/Supplier shall submit an Environmental Compliance Plan (ECP) outlining the methods proposed to address the environmental requirements specified in the scope of work. The ECP shall specify the person responsible for ensuring the requirements are met.

H. Site Reporting Requirements

The Subcontractor/Supplier shall immediately notify the STR/End User or SRNS Purchasing Representative of any event/condition that may require reporting to the DOE. Further, the Subcontractor/Supplier shall cooperate with any SRNS or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 (DOE M 231.1-1-2) and can include (but are not limited to):

- (1) Operational emergencies,
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
- (3) Any on-the-job injury where an employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately,
- (4) Any violation of Lockout/Tag out controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury
- (5) Fires/explosions,
- (6) Hazardous energy control failures,
- (7) Operations shutdown directed by management for safety reasons,
- (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
- (9) Violation of Federal Motor Carrier Safety

Regulations or Hazardous Material Regulations,

- (10) Loss damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),
- (11) Spread of radioactive contamination or loss of control of radioactive materials,
- (12) Personnel radioactive contaminations or exposures, and
- (13) Violations of procedures.

Immediate notification is required of such events to ensure SRNS meets its commitment for 30 minute notification to appropriate DOE authorities. The Subcontractor/Supplier shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. The Subcontractor/Supplier and their employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this subcontract.

**F.4 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE – ALTERNATIVE III**

*(Compliance by the Subcontractor/Supplier with the requirements of this Article F.4 shall satisfy any/all requirements of Article F.1, "Integration of Environment, Safety and Health into Work Planning and Execution", applicable to the scope of work contained in this Subcontract.)*

A. The Subcontractor/Supplier and any Subtier Subcontractors/Suppliers shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety and health of employees and members of the public, and shall comply with OSHA and all other applicable federal, state and local regulatory requirements, including new DOE Regulation 10 CFR 851, "Worker Safety and Health Program" which will apply to any work performed on the Savannah River Site effective February 9, 2007. The Subcontractor/Supplier and any Subtier Subcontractor/Supplier shall comply with site-specific ES&H requirements when specified in the subcontract. The SRNS Purchasing Representative shall notify the Subcontractor/Supplier in writing of any noncompliance with the provisions of this Article. After receipt of such notice, the Subcontractor/Supplier shall immediately take

corrective action. In the event that the Subcontractor/Supplier fails to take corrective action and comply with said regulations and requirements, the SRNS Purchasing Representative may, without prejudice to any other legal or contractual rights of SRNS, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the Purchasing Representative. The Subcontractor/Supplier shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

B. Corporate Worker Protection Plan (WPP)

The Subcontractor/Supplier shall possess and maintain a corporate Worker Protection Plan (WPP) which implements the OSHA requirements applicable to the normal course of the Subcontractor's/Supplier's business. Prior to the start of work under this Subcontract, the Subcontractor/Supplier shall provide to the SRNS Purchasing Representative a copy of the WPP for review and acceptance by the appropriate SRNS organizations. The Subcontractor's/Supplier's employees and the employees of any Subtier Subcontractors/Suppliers shall comply with the WPP in the performance of the work under this Subcontract. Work under the Subcontract shall not commence until the WPP has been received and accepted by SRNS. The Subcontractor/Supplier shall provide a copy of the WPP to any Subtier Subcontractors/Suppliers and shall ensure Subcontractor/Supplier employee's performing work at the site have access to the WPP document accepted by SRNS, and other standards, controls and procedures including DOE worker protection publications applicable to the workplace. The WPP shall meet the following minimum requirements:

- (1) Shall include management policies that provide for clear goals, responsibilities, authority, and accountability for meeting loss control objectives;
- (2) Shall include the implementation of applicable local, state, federal, environment, safety and health requirements that are relevant to the scope of work, including applicable elements in 10 CFR 851, "Worker Safety and Health Program";
- (3) Shall provide employee guidance on task hazards, engineering controls, precautions, and requirements on personal protective equipment (PPE) to minimize, control and/or prevent employee exposure to

include equipment/property loss;

- (4) Shall include management policies for incorporating and implementing the use of American Conference of Governmental Industrial Hygienist (ACGIH) threshold limit values (TLVs). The ACGIH guidelines shall be used when the TLV(s) exposure limits are more restrictive than OSHA permissible exposure limits (PELs).
- (5) Shall include Focused Observation Checklists, as applicable. The Subcontractor/Supplier shall (i) thoroughly assess the work scope, (ii) identify the associated hazards, and (iii) apply elements of corresponding Checklists within the Worker Protection Plan (WPP) or utilize applicable Checklists as attachments to the WPP. Subcontract scope performed by the Subcontractor/Supplier and its Subtier Subcontractors/Suppliers will typically be covered by the WPP and appropriate Checklists. Such Checklists are available on the Savannah River Site Internet Home Page ([http://www.srs.gov/general/busiops/PMM/ARRA\\_general\\_provisions.htm](http://www.srs.gov/general/busiops/PMM/ARRA_general_provisions.htm)) for review and down loading.
- (6) Shall include a process that provides authority to Subcontractor/Supplier and Subtier Subcontractor/Supplier employees to call for a "time out/ stop work" when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property.

The Subcontractor/Supplier shall provide mechanisms to involve workers in the development of WPP goals, objectives, and performance measures and in the identification and control of workplace hazards. Whenever a significant change or addition is made to the WPP, it shall be re-submitted to SRNS for review and acceptance. Examples of significant changes include any requirement deletions, additional scope added, total re-write or major revision. Additionally, the Subcontractor/Supplier must submit annually to SRNS either an updated WPP for acceptance or a letter stating that no changes are necessary in the current accepted WPP.

C. Equipment Safety.

The Subcontractor/Supplier shall ensure that major equipment used in the performance of work under this subcontract is inspected, operated and maintained by qualified competent personnel. As confirmation, the Subcontractor/Supplier shall complete Form PF-

44, Major Equipment Declaration, (copy available on the SRNS Internet Home Page) and provide one (1) copy to the Subcontract Technical Representative (STR/End User), prior to placing any such equipment in service on the Savannah River Site. Additionally, prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy duty equipment on the Savannah River Site, the Subcontractor/Supplier shall complete the "Self-propelled Equipment Loading, Unloading & Transport Safety Review Checklist", copy available on the SRNS Home Page at [http://www.srs.gov/general/busiops/PMMD/AR\\_RA\\_general\\_provisions.htm](http://www.srs.gov/general/busiops/PMMD/AR_RA_general_provisions.htm), and provide a copy to the STR/End User.

D. Assigned Competent Person.

The Subcontractor/Supplier shall designate in writing an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged material/equipment delivery personnel and other non-badged Subcontractor/Supplier personnel seeking temporary badges in support of the Subcontractor's/Supplier's work scope. The ACP shall be a responsible employee, cognizant of the subcontract scope and all applicable environmental, safety and health requirements, including any focused observation safety checklists. The ACP shall furnish an advance copy of applicable focused observation safety checklists to any non-badged temporary personnel anticipating entry onto SRS, and shall meet entering personnel at the SRNS Badging Office, Building 703-46A when they report for temporary badging. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site review, complete and date any applicable focused observation safety checklist(s). For material/equipment deliveries, the ACP shall review any applicable focused observation safety checklists with delivery personnel, including specific safety measures required for loading/unloading in accordance with OSHA and the WPP.

E. Safety and Health Representative.

The Subcontractor/Supplier shall designate a safety and health professional or representative, as specified in the subcontract. The designation must include the person's qualifications and duties and be documented in the Subcontractor's/Supplier's Worker Protection Plan. A designated Safety Representative shall

have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or pre-approved equivalent, having other safety related training certificates and/or job experience in General Industry/Construction safety with an understanding of 29 CFR 1910/1926 requirements.

F. Material Safety Data Sheets.

The Subcontractor/Supplier shall provide the STR/End User copies of Material Safety Data Sheets for all chemicals brought to SRS prior to the initial use of such chemicals. In addition, the Subcontractor/Supplier shall provide the STR/End User with a current inventory on a monthly basis for chemicals stored on-site for thirty (30) or more days per EPCRA/CERCLA. All chemicals stored on-site shall follow NFPA storage guidelines.

G. Environmental Compliance

The Subcontractor/Supplier and any Subtier Subcontractors/Suppliers shall comply with all applicable environmental protection laws, Executive Orders, ordinances, regulations, directives, and codes. Upon request, the Subcontractor/Supplier shall submit an Environmental Compliance Plan (ECP) outlining the methods proposed to address the environmental requirements specified in the scope of work. The ECP shall specify the person responsible for ensuring the requirements are met.

H. Site Reporting Requirements

The Subcontractor/Supplier shall immediately notify the STR/End User or SRNS Purchasing Representative of any event/condition that may require reporting to the DOE. Further, the Subcontractor/Supplier shall cooperate with any SRNS or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 (DOE M 231.1-1-2) and can include (but are not limited to):

- (1) Operational emergencies,
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
- (3) Any on-the-job injury where an employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately,
- (4) Any violation of Lockout/Tagout controls

where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury

- (5) Fires/explosions,
- (6) Hazardous energy control failures,
- (7) Operations shutdown directed by management for safety reasons,
- (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
- (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations, and
- (10) Loss damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),
- (11) Spread of radioactive contamination or loss of control of radioactive materials,
- (12) Personnel radioactive contaminations or exposures, and
- (13) Violations of procedures.

Immediate notification is required of such events to ensure SRNS meets its commitment for 30 minute notification to appropriate DOE authorities. The Subcontractor/Supplier shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. The Subcontractor/Supplier and their employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this subcontract.

#### **F.5 COPYRIGHTS FOR SRNS DIRECTED TECHNICAL PERFORMANCE**

Subcontractor/Supplier shall cause its employee(s) to assign to SRNS all rights under the copyright in all works of authorship prepared at the direction of SRNS during the term of this Subcontract. Subcontractor/Supplier shall include terms in its arrangements with its employee(s) to require such assignments to SRNS. To the extent that such works of authorship are considered to be works made for hire for Subcontractor/Supplier, Contractor agrees to assign and does hereby assign all of its rights under the copyrights in such works to SRNS or the U. S. Government.

*(This Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRNS will make their full text available. Reference*

#### ***Article A.39, "Supplemental Definitions for FAR and DEAR Clauses Incorporated by Reference".)***

#### **\*F.6 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)**

FAR 52.215-10

#### **\*F.7 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS (OCT 1997)**

FAR 52.215-11

#### **F.8 SECURITY REQUIREMENTS (JUN 2009) DEAR 952.204-2**

***NOTE: Applicable if under the terms of this Order, Subcontractor's/Supplier's employees will be required to possess access authorizations (L or Q Security Clearance). As prescribed in 904.404(d) (1), the following clause shall be included in Subcontracts entered into under section 31 (research assistance, 42 U.S.C. 2051), or section 41 (ownership and operation of production facilities, 42 U.S.C. 2061) of the Atomic Energy Act of 1954, and in other Subcontracts which involve or are likely to involve classified information or special nuclear material.***

- A. **Responsibility.** It is the Subcontractor's/Supplier's duty to protect all classified information, special nuclear material and other DOE property. The Subcontractor/Supplier shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Subcontractor's/Supplier's possession in connection with the performance of work under this Subcontract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this Subcontract, the Subcontractor/Supplier shall, upon completion or termination of this Subcontract, transmit to DOE any classified matter or special nuclear material in the possession of the Subcontractor/Supplier or any person under the Subcontractor's/Supplier's control in connection with performance of this Subcontract. If retention by the Subcontractor/Supplier of any classified matter is required after the completion or termination of the Subcontract, the Subcontractor/Supplier shall identify the items and classification levels and categories of matter proposed for retention, the reasons

for the retention, and the proposed period of retention. If the retention is approved by the DOE Contracting Officer, the security provisions of the Subcontract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the Subcontract.

- B. **Regulations.** The Subcontractor/Supplier agrees to comply with all security regulations and Subcontract requirements of DOE in effect on the date of award.
- C. **Definition of Classified Information.** The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive Orders, which is identified as *National Security Information*.
- D. **Definition of Restricted Data.** The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].
- E. **Definition of Formerly Restricted Data.** The term "*Formerly Restricted Data*" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information: (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.
- F. **Definition of National Security Information.** The term "*National Security Information*" means information that has been determined, pursuant to Executive Order 12958, *Classified National Security Information*, as amended, or any predecessor Order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in

documentary form.

- G. **Definition of Special Nuclear Material.** The term "*special nuclear material*" means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
- H. **Access authorizations of personnel.**
- a. The Subcontractor/Supplier shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and Subcontract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.
  - b. The Subcontractor/Supplier must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, (SRNS to provide this testing), prior to selecting the individual for a position requiring a DOE access authorization.
- I. A review must: verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Subcontractor/Supplier is located; and conduct a credit check and other checks as appropriate.
- a. Subcontractor/Supplier reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another

Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

- b. In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Subcontractor/Supplier must comply with all applicable laws, regulations, and Executive Orders, including those: (a) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (b) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.
- c. In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug (SRNS to provide this testing), as defined in 10 CFR Part 707.4. All positions requiring access authorizations are determined to be *testing designated positions* in accordance with 10 CFR Part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.
- d. When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Subcontractor/Supplier shall not

place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

- e. The Subcontractor/Supplier must furnish to the head of the cognizant local DOE Security Office, in writing, electronically, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization:
  - i. The date(s) each Review was conducted;
  - ii. Each entity that provided information concerning the individual;
  - iii. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;
  - iv. A certification that all information collected during the review was reviewed and evaluated in accordance with the Subcontractor's/Supplier's personnel policies; and
  - v. The results of the test for illegal drugs (SRNS to provide this testing).

1. **Criminal liability.** It is

understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Subcontractor/Supplier or any person under the Subcontractor's/Supplier's control in connection with work under this Subcontract, may subject the Subcontractor/Supplier, its agents, employees, or Subcontractors/Suppliers to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

2.

- J. **Foreign Ownership, Control, or Influence.**  
(1) The Subcontractor/Supplier shall immediately provide the cognizant security office written electronic notice of any change in the extent and nature of foreign ownership, control or influence over the Subcontractor/Supplier which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this Subcontract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting.
- K. If a Subcontractor/Supplier has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Subcontractor/Supplier to avoid or mitigate foreign influences.
- L. If the cognizant security office at any time determines that the Subcontractor/Supplier

is, or is potentially, subject to foreign ownership, control, or influence, the Subcontractor/Supplier shall comply with such instructions as the DOE Contracting Officer shall provide in writing, electronically, to protect any classified information or special nuclear material.

- M. The DOE Contracting Officer may terminate this Subcontract for default either if the Subcontractor/Supplier fails to meet obligations imposed by this clause or if the Subcontractor/Supplier creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The DOE Contracting Officer may terminate this Subcontract for convenience if the Subcontractor/Supplier becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the Subcontract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.
- N. **Employment announcements.** When placing announcements seeking applicants for positions requiring access authorizations, the Subcontractor/Supplier shall include in the written electronic vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.
- O. Flow down to any Subcontractor/Supplier at any tier. The Subcontractor/Supplier agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all Subcontracts under its Subcontract that will require any Subcontractor/Supplier (at any tier) employees to possess access authorizations. Additionally, the Subcontractor/Supplier at any tier must require such Subcontractors/Suppliers to have an existing

DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in DEAR 952.204-73 and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a Subcontractor/Supplier (at any tier), pursuant to this clause may be submitted directly to the DOE Contracting Officer.

P. (End of Clause)

Q. [49 FR 12042, Mar. 28, 1984; 49 FR 38951, Oct. 2, 1984, as amended at 52 FR 38425, Oct. 16, 1987; 62 FR 2310, Jan. 16, 1997; 62 FR 42072, Aug. 5, 1997; 67 FR 14873, Mar. 28, 2002, 74 FR23120, May 18, 2009].

## **SECTION G**

### **G.1 AMERICAN RECOVERY and REINVESTMENT ACT of 2009, Pub.L. 111-5, (Recovery Act or Act)**

*The following terms are applicable if performance of this Order will require the Subcontractor's/Supplier's employee(s) to perform work under the American Recovery and Reinvestment Act of 2009, Pub. L. 111- 5, (Recovery Act or Act.)*

#### **A. Segregation and Payment of Costs**

Subcontractor/Supplier must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

#### **B. Prohibition on Use of Funds**

None of the funds provided under this subcontract derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for

any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

#### **C. Wage Rates**

All laborers and mechanics employed by Subcontractors/Suppliers and sub-tier Subcontractors/Suppliers on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See

<http://www.dol.gov/esa/whd/contracts/dbra.htm> .

#### **D. Publication**

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

#### **E. Registration requirements**

Subcontractors/Suppliers must have a DUNS number and be registered in the Central Contractor Registration (CCR). The information required for CCR Registration is to be provided on the SIF (Subcontractor/Supplier Information Form).

#### **F. Utilization of Small Business**

Subcontractor/Supplier shall to the maximum extent practicable give a preference to small business in the award of sub-tier subcontracts for projects funded by Recovery Act dollars.

#### **G. American Recovery and Reinvestment Act-Reporting Requirements**

A. The following Federal Acquisition Regulation (FAR) clauses are incorporated into the contract by reference:

- FAR 52.225-21 Required Use of American Iron, Steel, and Manufactured Goods-Buy American Act—Construction Materials (Mar 2009)
- FAR 52.225-22 Notice of Required use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials (Mar 2009)
- FAR 52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods-Buy American Act—Construction Materials under Trade Agreement (Mar 2009)
- FAR 52.225-24 Notice of Required use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials under Trade Agreement (Mar 2009)
- FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)
- FAR 52.204-11 American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009)
- FAR 52.212-5 (Alternate II) Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Mar 2009)
- FAR 52.214-26 (Alternate I) Audit and Records—Sealed Bidding (Mar 2009)

FAR 52.215-2 (Alternate I) Audit and Records—Negotiation (Mar 2009)

B. All other terms and conditions remain unchanged.