

***CONSTRUCTION SUBCONTRACT***

***EXHIBIT "A"***

***GENERAL PROVISIONS***

***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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# **CONSTRUCTION SUBCONTRACT**

## **EXHIBIT "A"**

### **GENERAL PROVISIONS**

#### **GP-1 ENTIRE AGREEMENT**

This Subcontract embodies the entire agreement between the SRNS and SUBCONTRACTOR and supersedes all other writings. The parties shall not be bound by, or be liable for any statement, representation, promise, inducement, or understanding not set forth herein.

#### **GP-2 INDEPENDENT CONTRACTOR**

SUBCONTRACTOR represents that it is fully experienced, properly qualified, registered, licensed, (in home state) equipped, organized and financed to perform the Work under this Subcontract. SUBCONTRACTOR shall act as an independent contractor and not as the agent of SRNS or the GOVERNMENT, in performing this Subcontract, maintaining complete control over its employees and all of its Subtier Subcontractors. Nothing contained in this Subcontract or any Lower-tier Purchase Order or Subcontract awarded by SUBCONTRACTOR shall create any contractual relationship between any Subtier Subcontractor and either SRNS or the GOVERNMENT.

#### **GP-3 AUTHORIZED REPRESENTATIVES**

Before starting Work, Subcontractor shall designate in writing an authorized representative acceptable to SRNS to represent and act for SUBCONTRACTOR and shall specify any and all limitations of such representative's authority. Such representative shall be present or be represented at the Jobsite at all times when Work is in progress, and shall be empowered to receive communications in accordance with this Subcontract on behalf of SUBCONTRACTOR. During periods when the Work is suspended, arrangements shall be made for an authorized representative acceptable to SRNS for any emergency Work that may be required. All communications given to the authorized representative by SRNS in accordance with this Subcontract shall be binding upon SUBCONTRACTOR. SRNS shall designate in writing one or more representatives to represent and act for SRNS and to receive communications from SUBCONTRACTOR. Notification of changes of authorized representatives for either SRNS or SUBCONTRACTOR shall be provided in advance, in writing, to the other party.

#### **GP-4 NOTICES**

Any notices provided for hereunder shall be submitted in electronic PDF format and served personally on the authorized representative of the receiving party at the Jobsite and by electronic PDF format to the address of that party as shown on the face of the Subcontract Agreement Form or at such address as may have been changed by written electronic notice.

#### **GP-5 SUBCONTRACT INTERPRETATION**

All questions concerning interpretation or clarification of this Subcontract, including the discovery of conflicts, errors, or omissions, or the acceptable performance thereof by SUBCONTRACTOR, shall be immediately submitted in writing to SRNS for resolution. All determinations, instructions and clarifications of SRNS shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. At all times SUBCONTRACTOR shall proceed with the Work in accordance with the determinations, instructions and clarifications of SRNS. SUBCONTRACTOR shall be solely responsible for requesting instructions or interpretations and shall be solely liable for any costs and expenses arising from its failure to do so.

#### **GP-6 ORDER OF PRECEDENCE**

This Subcontract Agreement Form, all documents listed therein, and subsequently issued Change Notices and amendments ("Modification Agreements") are essential parts of this Subcontract and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, discrepancies, errors, or omissions pursuant to the General Provision title "SUBCONTRACT INTERPRETATION" the following order of precedence shall be used.

- (1) Compliance with all laws, ordinances, statutes, rules and regulations as noted in GP-8
- (2) Subcontract Change Notices and Modification Agreement, if any

- (3) Subcontract Agreement Form
- (4) Exhibit "G" – Site Support Alliance
- (5) Exhibit "C" - Quantities, Prices and Data
- (6) Exhibit "B" - Special Provisions
- (7) Exhibit "A" - General Provisions
- (8) Exhibit "F" – SUBCONTRACTOR Safety and Health Requirements
- (9) Exhibit "E" – Scope of Work & Technical Specifications
- (10) Exhibit "D" - Drawings

## **GP-7 STANDARDS AND CODES**

Wherever references are made in this Subcontract to standards or codes in accordance with which the Work under this Subcontract is to be performed, the edition or revision of the standards or codes current on the effective date of this Subcontract shall apply unless otherwise expressly stated in the specifications and drawings. In case of conflict between any reference standards and codes and any Subcontract Document, the most stringent will govern.

## **GP-8 LAWS AND REGULATIONS**

SUBCONTRACTOR and its employees and Subtier Subcontractors shall at all times comply with all applicable laws, ordinances, statutes, rules, or regulations, including new provisions of 10 CFR 851 relating to Health and Safety, in effect at the time work under this Subcontract is performed. Compliance shall be a material requirement of this Subcontract. SUBCONTRACTOR agrees to indemnify and save harmless SRNS and the GOVERNMENT, its officers, employees, servants, and agents of either of them from and against any and all claims or expenses caused or occasioned directly or indirectly by its failure so to comply.

Subcontractor shall abide by the requirements of 41 CFR 60-741.5 (a). This regulation prohibits discrimination against qualified individuals based on disability, and requires affirmative action by covered prime Subcontractor to employ and advance in employment qualified individuals with disabilities.

Subcontractor shall abide by the requirements of 41 CFR 60-300.5 (a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime Subcontractor to employ and advance in employment qualified protected veterans.

If during the term of this subcontract there are any changed or new laws, ordinances, or regulations not known or foreseeable at the time of signing this subcontract which affect the cost or time of performance of the subcontract, SUBCONTRACTOR shall immediately notify in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Subcontract. Upon concurrence by SRNS as to the effect of such changes, an equitable adjustment in the compensation and time of performance will be made.

SUBCONTRACTOR is liable to SRNS and the GOVERNMENT for all fines and penalties assessed by any governmental entity against SRNS and the GOVERNMENT as a result of SUBCONTRACTOR's failure to perform its work under the subcontract in compliance with the requirements of the subcontract.

If any discrepancy or inconsistency should be discovered between the Subcontract and any law, ordinance, regulation, order, or decree, SUBCONTRACTOR shall immediately report the same in writing to SRNS who will issue such further instructions as may be necessary.

### **Subcontractor - Staff Augmentation Services**

***(The Paragraph below applies to Staff Augmentation Services)***

Subcontractors 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 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 to SRNS' 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.

The Subcontractor 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 shall ensure that its employees are aware of this authority and understand they have the same authority as SRNS employees to call a time-out/stop work while working at SRS. SRNS purchasing representative shall notify the Subcontractor in writing of any noncompliance with the provisions of this article and corrective action to be taken.

Upon assignment, SRNS will be responsible to provide Staff Augmentation employees with a medical evaluation. In addition, SRNS will be responsible for an exit medical evaluation, when required on employees with known occupational illnesses or 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.

Medical results will be provided to the staff augmentation employees.

The on-site Medical Surveillance program will be provided by SRNS Medical, or a third party designee, based on the work scope hazards. The Subcontractor's corporate occupational medicine program must be in compliance with all other 10 CFR 851 requirements.

### **Site Reporting Requirements**

The Subcontractor (staff augmentation) personnel shall immediately notify the STR or the SRNS Subcontract Specialist of any event or condition that may require reporting to DOE. Further, the Subcontractor 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 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.

Immediate notification is required of such events to ensure SRNS meets its commitment for 30-minute notification to appropriate DOE authorities. The Subcontractor 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 employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this subcontract.

### **GP-9 PERMITS AND LICENSES**

Except as otherwise specified, SUBCONTRACTOR shall procure and pay for all permits, licenses and inspections, other than inspections performed by SRNS and shall furnish any bonds, security, or deposits required by the Government, state, territory, municipality, or other political subdivisions to permit performance of the Work hereunder. This includes, but is not necessarily limited to identifying if such permits and licenses are required, compiling the information and data required for applications to obtain permits and licenses, filing of necessary applications for such permits and licenses, and providing any additional information or data required.

Where permits and licenses are furnished by the SRNS or the GOVERNMENT, the SUBCONTRACTOR shall provide all reasonable assistance requested, including the providing of any necessary information or data.

#### **GP-10 TAXES**

SUBCONTRACTOR shall pay all taxes, levies, duties and assessments of every nature due in connection with the Work under this Subcontract and shall make any and all payroll deductions required by law and hereby indemnifies and holds harmless SRNS and the GOVERNMENT from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

#### **GP-11 LABOR, PERSONNEL AND WORK RULES**

SUBCONTRACTOR shall employ only competent and skilled personnel to perform the Work and shall remove from the Job site any SUBCONTRACTOR personnel determined to be unfit or to be acting in violation of any provision of this subcontract. **For information regarding SRNS work rules and disciplinary action applied to SRNS personnel in violation of work rules (with particular emphasis on Safety violations), SUBCONTRACTOR may contact SRNS' designated Subcontract Labor Relations Representative.** SUBCONTRACTOR is responsible for maintaining labor relations in such a manner that there is harmony among workers and shall comply with and enforce Project and Jobsite procedures, regulations, work rules and work hours established by the SRNS and the GOVERNMENT.

SRNS, at its sole discretion, may, deny access to the Jobsite to any individual by written electronic notice to SUBCONTRACTOR. In the event an employee is excluded from the Jobsite, SUBCONTRACTOR shall promptly replace such individual with another who is fully competent and skilled to perform the Work.

SUBCONTRACTOR, to the extent permissible under applicable law, shall, comply with the provisions of all labor agreement(s), inclusive of the Site Support Alliance, which apply to the Work performed under this Subcontract.

Work assignments and the settlement of jurisdictional disputes shall conform with either the Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes.

#### **GP-12 COMMERCIAL ACTIVITIES**

Neither SUBCONTRACTOR nor its employees shall establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on the Jobsite or any other lands owned or controlled by SRNS or the GOVERNMENT.

#### **GP-13 PUBLICITY AND ADVERTISING**

SUBCONTRACTOR shall not make any announcement, take any photographs, or release any information concerning this Subcontract, or the Project, or any part thereof to any member of the public, press, business entity, or any official body unless prior written electronic consent is obtained from SRNS.

#### **GP-14 SITE CONDITIONS AND NATURAL RESOURCES**

SUBCONTRACTOR shall have the sole responsibility for satisfying itself concerning the nature and location of the Work and the general and local conditions, including but not limited to the following:

- (1) Transportation, access, disposal, handling and storage of materials,
- (2) Availability and quality of labor, water, electric power and road conditions,
- (3) Climatic conditions, tides and seasons,
- (4) River hydrology and river stages,
- (5) Physical conditions at the Jobsite and the project area as a whole,
- (6) Topography and ground surface conditions, and
- (7) Equipment and facilities needed preliminary to and during the performance of the Work.

The failure of SUBCONTRACTOR to acquaint itself with any applicable conditions will not relieve SUBCONTRACTOR of the responsibility for properly estimating either the difficulties or the cost of successfully performing SUBCONTRACTOR'S obligations under this Subcontract.

Where SRNS or the GOVERNMENT has made investigations of subsurface conditions in areas where Work is to be performed under this Subcontract, such investigations are made by SRNS and the GOVERNMENT for the purpose of study and design. If the records of such investigations are included in the Subcontract Documents, the interpretation of such records shall be the sole responsibility of SUBCONTRACTOR. Neither SRNS nor the GOVERNMENT assumes any responsibility whatsoever in respect to the sufficiency or accuracy of such investigations, the records thereof, or of the interpretations set forth and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered.

#### **GP-15 DIFFERING SITE CONDITIONS**

SUBCONTRACTOR shall promptly notify SRNS in writing before proceeding with any Work that SUBCONTRACTOR believes constitutes a differing site condition with respect to:

- (1) Subsurface or latent physical conditions at the Jobsite differing materially from those indicated in this Subcontract, or
- (2) Previously unknown physical conditions at the Jobsite, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Subcontract.

SRNS will, as promptly as practicable, investigate such conditions and make a determination. If SRNS determines that such conditions do materially so differ and cause an increase or decrease in SUBCONTRACTOR'S cost of or the time required for performance of the Work under the Subcontract, and adjustment will be made, and the Subcontract modified in writing accordingly. No claim of SUBCONTRACTOR under this clause will be allowed unless SUBCONTRACTOR has given the required notice.

#### **GP-16 TITLE TO MATERIALS FOUND**

The title to water, soil, rock, gravel, sand, minerals, timber and any other materials developed or obtained in the excavation or other operations of SUBCONTRACTOR or any of its Subtier Subcontractors and the right to use said materials or dispose of same hereby is expressly reserved by the GOVERNMENT. Neither SUBCONTRACTOR, its Subtier Subcontractors nor any of their representatives or employees shall have any right, title, or interest in said materials nor shall they assert or make any claim thereto. SUBCONTRACTOR, at the sole discretion of the GOVERNMENT, may be permitted, without charge, to use in the Work any such materials which meet the requirements of this Subcontract.

#### **GP-17 SURVEY CONTROL POINTS AND LAYOUTS**

Survey control points as shown on the drawings will be established by SRNS.

SUBCONTRACTOR shall complete the layout of all Work and shall be responsible for all requirements necessary for the Work execution in accordance with the locations, lines and grades specified or shown on the drawings, subject to such modifications as SRNS may require as Work progresses.

If SUBCONTRACTOR or any of its Subtier Subcontractors or any of their representatives or employees move, destroy or render inaccurate any survey control point, such control point shall be replaced by SRNS at SUBCONTRACTOR'S expense. No separate payment will be made for survey Work performed by SUBCONTRACTOR.

#### **GP-18 SUBCONTRACTOR'S WORK AREA**

All SUBCONTRACTOR Work areas on the Jobsite will be assigned by SRNS. SUBCONTRACTOR shall confine its operations to the areas so assigned. Should SUBCONTRACTOR find it necessary or advantageous to use any



additional off-site area for any purpose whatsoever, SUBCONTRACTOR shall, at its expense, provide and make its own arrangements for the use of such additional off-site areas.

#### **GP-19 CLEANING UP**

SUBCONTRACTOR, at all times, shall keep its Work areas in a neat, clean and safe condition.

Upon completion of any portion of the Work, SUBCONTRACTOR shall promptly remove from the Work area all its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work.

Upon completion of the Work and prior to final payment, SUBCONTRACTOR shall at its expense satisfactorily dispose of all rubbish, remove all plant, buildings, equipment and materials belonging to SUBCONTRACTOR; and return to SRNS' warehouse or Jobsite storage area all salvageable SRNS or the GOVERNMENT supplied materials. SUBCONTRACTOR shall leave the premises in a neat, clean and safe condition.

In event of SUBCONTRACTOR'S/SUPPLIER'S failure to comply with the foregoing, SRNS will accomplish same at SUBCONTRACTOR'S/SUPPLIER'S expense.

#### **GP-20 COOPERATION WITH OTHERS**

SRNS the GOVERNMENT, other Contractors and other Subcontractors may be working at the Jobsite during the performance of this Subcontract and SUBCONTRACTOR'S, work or use of certain facilities may be interfered with as a result of such concurrent activities. SRNS reserves the right to require SUBCONTRACTOR to schedule the order of performance of the Work in such a manner as will minimize interference with Work of any of the parties involved. SUBCONTRACTOR shall fully cooperate with other Subcontractors and with SRNS or the GOVERNMENT. SUBCONTRACTOR shall not commit any act that will interfere with the performance of work by any other Subcontractor or by SRNS or the GOVERNMENT.

Should SUBCONTRACTOR incur any additional costs or sustain any damages through any act or omission of another Subcontractor, SUBCONTRACTOR shall have no claim or cause of action against SRNS or the GOVERNMENT for such additional costs or damages and hereby waives any such claim. The phrase "act or omission" as used herein includes but is not limited to delays, interferences, hindrances, or disruptions on the part of another Subcontractor.

#### **GP-21 RESPONSIBILITY FOR WORK, SECURITY AND PROPERTY**

- A. Work in Progress, Materials and Equipment. SUBCONTRACTOR shall be responsible for and shall bear any and all risk of loss of or damage to Work in progress, all materials and equipment until final acceptance of the Work under this Subcontract.
- B. Delivery, Unloading and Storage. SUBCONTRACTOR'S responsibility for materials and plant equipment required for the performance of this Subcontract shall include:
  - (1) Receiving and unloading,
  - (2) Storing in a secure place and in a manner subject to SRNS' review. Outside storage of materials and equipment subject to degradation by the elements shall be in weather tight enclosures provided by SUBCONTRACTOR,
  - (3) Delivering from storage to construction site all materials and plant equipment as required, and
  - (4) Maintaining complete and accurate records for SRNS' inspection of all materials and plant equipment received, stored and issued for use in the performance of the Subcontract.
- C. Security. SUBCONTRACTOR shall at all times conduct all operations under this Subcontract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage, or any other means to any Work, materials, equipment, or other property at the Jobsite. SUBCONTRACTOR shall continuously inspect all Work, materials and equipment to discover and determine any conditions which might involve such risks and shall be solely responsible for discovery, determination and correction of any such conditions

SUBCONTRACTOR shall comply with SRNS' security requirements for the Jobsite. SUBCONTRACTOR shall cooperate with SRNS on all security matters and shall promptly comply with any project security arrangements established by SRNS or the GOVERNMENT. Such compliance with these security requirements shall not relieve SUBCONTRACTOR of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner SUBCONTRACTOR'S obligation with respect to all applicable laws and regulations and to undertake reasonable action to establish and maintain secure conditions at the Jobsite.

D. Property. SUBCONTRACTOR shall plan and conduct its operations so as not to:

- (1) Enter upon lands in their natural state unless authorized by SRNS,
- (2) Damage, close, or obstruct any utility installation, highway, road, or other property until permits therefore have been obtained,
- (3) Disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch, or structure unless otherwise specifically authorized by this Subcontract, or
- (4) Damage or destroy cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises which, as determined by SRNS, do not interfere with the performance of this Subcontract. This includes damage arising from performance of Work through operations of equipment or stockpiling of materials.

SUBCONTRACTOR shall not be entitled to any extension of time or compensation on account of SUBCONTRACTOR'S failure to protect all materials, equipment and environment as described herein. All costs in connection with any repairs or restoration necessary or required by reason of unauthorized obstruction, damage, or use shall be borne by SUBCONTRACTOR.

E. When Subcontractor/Supplier shall perform any part of the Work on the premises, or remotely/virtually, of SRS or other premises owned and/or operated by the Government during the performance of this Order, the Subcontractor/Supplier shall demonstrate a culture of respect, including having a written policy on Respect in the Workplace; and shall be made available upon request.

## **GP-22 SUBCONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES**

SUBCONTRACTOR shall provide and use for the Work hereunder only such construction plant and equipment as are capable of producing the quality and quantity of Work and materials required by this Subcontract and within the time or times specified in the Subcontract Schedule.

Before proceeding with the Work hereunder, SUBCONTRACTOR shall furnish SRNS with information and drawings relative to such equipment, plant and facilities as SRNS may request. Upon written electronic Order of SRNS, SUBCONTRACTOR shall discontinue operation of unsatisfactory plant, equipment, or facilities and shall either modify the unsatisfactory items or remove such items from the Jobsite.

SUBCONTRACTOR shall, at the time any equipment is moved onto the Jobsite, present to SRNS an itemized list of all equipment, including but not limited to cranes, welding machines, pumps and compressors. Said list must include description and quantity, and serial number where applicable. Prior to removal of any or all equipment, SUBCONTRACTOR shall clear such removal through SRNS.

Any SUBCONTRACTOR or rental equipment involved in an on-site accident shall not be removed from the site until all information required for the accident investigation is obtained and approval for release is received from SRNS.

## **GP-23 ILLUMINATION**

When any Work is performed at night or where daylight is obscured, SUBCONTRACTOR shall, at its expense, provide artificial light sufficient to permit Work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods, the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a safe manner and meet all applicable codes and standards.

#### **GP-24 USE OF SRNS' CONSTRUCTION EQUIPMENT OR FACILITIES**

Where SUBCONTRACTOR requests SRNS and SRNS agrees to make available to SUBCONTRACTOR certain equipment or facilities belonging to SRNS for the performance of SUBCONTRACTOR Work under the Subcontract, the following shall apply:

- (1) Equipment or facilities will be charged to SUBCONTRACTOR at agreed rental rates,
- (2) SRNS will furnish a copy of the equipment maintenance and inspection record, and these records shall be maintained by SUBCONTRACTOR during the rental period,
- (3) SUBCONTRACTOR shall assure itself of the condition of such equipment and assume all risks and responsibilities during its use. SUBCONTRACTOR shall release, defend, indemnify and hold SRNS harmless against any damages or claims that may arise from use of the equipment,
- (4) SRNS and SUBCONTRACTOR shall jointly inspect such equipment before its use and upon its return. The cost of all necessary repairs or replacement for damage other than normal wear shall be Subcontractor's expense, and
- (5) If such equipment is furnished with an operator, the services of such operator will be performed under the complete direction and control of SUBCONTRACTOR and such operator shall be considered SUBCONTRACTOR'S employee for all purposes other than the payment of wages, Workers' Compensation Insurance or other benefits whether paid directly or indirectly by SRNS or the GOVERNMENT.

#### **GP-25 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.

#### **GP-26 TESTING**

Unless otherwise provided in the Subcontract, testing of materials or Work shall be performed by SUBCONTRACTOR at its expense and in accordance with Subcontract requirements. Should tests in addition to those required by this Subcontract be desired by SRNS, SUBCONTRACTOR will be advised in ample time to permit such testing. Such additional tests will be at SRNS' expense.

SUBCONTRACTOR shall furnish samples as requested and shall provide reasonable assistance and cooperation necessary to permit tests to be performed on materials or Work in place including reasonable stoppage of Work during testing.

If, before acceptance of the entire Work, SRNS decides to examine already completed work by removing it or tearing it out, SUBCONTRACTOR, on request, shall promptly furnish all necessary facilities, labor, and materials. If the Work is found to be defective or non-conforming in any material respect due to the fault of SUBCONTRACTOR or its Subtier Subcontractors, SUBCONTRACTOR shall defray the expense of the examination and of satisfactory reconstruction. However, if the Work is found to meet subcontract requirements, SRNS shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of time.

#### **GP-27 EXPEDITING**

The material and equipment furnished, and Work performed under this Subcontract shall be subject to expediting by SRNS, or its representatives who shall be allowed full and free access to the shops, factories and other places of business of SUBCONTRACTOR and its Subtier Subcontractors for expediting purposes. As required by SRNS, SUBCONTRACTOR shall provide detailed schedules and progress reports for use in expediting and shall cooperate with SRNS in expediting activities.

#### **GP-28 PROGRESS**

SUBCONTRACTOR shall give SRNS full information in advance as to its plans for performing each part of the Work. If at any time, SUBCONTRACTOR'S actual progress is inadequate to meet the requirements of this Subcontract, SRNS may so notify SUBCONTRACTOR who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by SRNS, SUBCONTRACTOR does not improve performance to meet the currently approved Subcontract Schedule, SRNS may require an increase in SUBCONTRACTOR'S labor force, the number of shifts, overtime operations, additional days of Work per week and an increase in the amount of construction plant, all without additional cost to SRNS. Neither such notice nor SRNS' failure to issue such notice shall relieve SUBCONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by this Subcontract.

Failure of SUBCONTRACTOR to comply with SRNS' instructions may be grounds for determination by SRNS that SUBCONTRACTOR is not prosecuting the Work with such diligence as will assure completion within the times specified. Upon such determination, SRNS may terminate, in accordance with the applicable provisions of this Subcontract, SUBCONTRACTOR'S right to proceed with the performance of the Subcontract.

#### **GP-29 EXCUSABLE DELAYS**

If SUBCONTRACTOR'S performance of this Subcontract is prevented or delayed by any unforeseeable cause, existing or future, which is beyond the reasonable control of the parties and without the fault or negligence of SUBCONTRACTOR, SUBCONTRACTOR shall, within twenty-four (24) hours of the commencement of any such delay, give to SRNS written electronic notice thereof and within seven (7) calendar days of commencement of the delay, a written electronic description of the anticipated impact of the delay on performance of the Work. Delays attributable to and within the control of SUBCONTRACTOR'S Subtier Subcontractors shall be determined to be delays within the control of SUBCONTRACTOR. Radiological survey time to release personnel, materials, equipment, or facilities from known radiological areas shall not be considered excusable delays. Within seven (7) calendar days after the termination of any excusable delay, SUBCONTRACTOR shall file a written electronic notice with SRNS specifying the actual duration of the delay. If SRNS determines that the delay was unforeseeable, beyond the control and without the fault or negligence of SUBCONTRACTOR, SRNS will determine the duration of the delay and will extend the time of performance of this Subcontract by modifying the Special Provision titled "COMMENCEMENT, PROGRESS, AND COMPLETION OF THE WORK" accordingly, provided that failure to give any of the above notices within the time specified therefor shall be sufficient ground for denial of an extension of time.

#### **GP-30 CHANGES**

SRNS, at any time, without notice to the sureties, by written electronic Change Order, may unilaterally make any change in the Work within the general scope of this Subcontract, including but not limited to changes:

- (1) In the drawings, designs, or specifications;
- (2) In the method, manner, or sequence of SUBCONTRACTOR Work;
- (3) In the GOVERNMENT or SRNS- furnished facilities, equipment, materials, services or site(s);
- (4) Directing acceleration or deceleration in the performance of the Work; and
- (5) Modifying the Subcontract Schedule or the Subcontract Milestones.

In addition, in the event of an emergency which SRNS determines endangers life or property, SRNS may use oral Orders to SUBCONTRACTOR for any work required by reason of such emergency. SUBCONTRACTOR shall commence and complete such emergency work as directed by SRNS. Such Orders will be confirmed by Change Order.

All other changes that are outside the general scope of this Subcontract or that relate to provisions not enumerated above shall be by written electronic bilateral modification.

If at any time SUBCONTRACTOR believes that acts or omissions of SRNS or the GOVERNMENT constitute a change to the Work not covered by a Change Order, SUBCONTRACTOR shall within ten (10) calendar days of discovery of such act or omission submit a written electronic Change Order Request explaining in detail the basis for the request. SRNS will either issue a Change Order or deny the request in by electronic notification.

If any change under this clause directly or indirectly causes an increase or decrease in cost of, or the time required for, the performance of any part of the Work under this Subcontract, whether or not changed by any Order, an equitable adjustment shall be made, and the Subcontract modified accordingly. However, SUBCONTRACTOR shall not be entitled to and neither SRNS nor the GOVERNMENT shall be liable to SUBCONTRACTOR or its Subtier Subcontractors for increased costs in connection with any changes or delays in the Work for claims arising in tort (including negligence), or in contract except as specifically provided in this Subcontract.

If the SUBCONTRACTOR intends to assert a request for an equitable adjustment under this clause, it must, within ten (10) calendar days after receipt of a Change Order provide written electronic notification of such intent and within a further twenty (20) calendar days, pursuant to the Special Provision titled "PRICING OF ADJUSTMENTS", submit to SRNS a written electronic proposal setting forth the nature, schedule impact and monetary extent of such claim in sufficient detail to permit thorough analysis and negotiation.

Additional cost or damages recoverable by SUBCONTRACTOR for any claim for acceleration allowable under this Subcontract shall be limited to additional costs incurred by SUBCONTRACTOR due to: increased shift length; increased number of days worked per week; increased quantity of construction equipment and materials; increased supervision and other Jobsite overheads.

Any failure by SUBCONTRACTOR in giving electronic notice or presenting an electronic proposal for adjustment under this clause within the time specified therefor shall be grounds for rejection of the claim. In no case shall a claim by SUBCONTRACTOR be considered if asserted after final payment under this Subcontract.

Failure by SRNS and SUBCONTRACTOR to agree on any adjustment shall be a dispute within the meaning of the General Provision titled "DISPUTES." However, SUBCONTRACTOR shall proceed diligently with performance of the work as changed pending final resolution of any request for relief, dispute, claim appeal, or action arising under the Subcontract and comply with any decision of SRNS.

#### **GP-31 DISPUTES**

SUBCONTRACTOR shall proceed diligently with performance of the Work, pending final resolution of any request for relief, dispute, claim, appeal, or action arising under the Subcontract, and comply with any decision on SRNS.

SUBCONTRACTOR shall not be entitled to and neither SRNS nor the GOVERNMENT shall be liable to SUBCONTRACTOR or its Subtier Subcontractors in tort (including negligence), or contract except as specifically provided in this Subcontract.

Any claim for an adjustment to the subcontract price or time of performance which cannot be resolved by negotiation shall be considered a dispute within the meaning of this clause. For all claims in excess of \$50,000 SUBCONTRACTOR shall certify that the claim is made in good faith; that the supporting data is accurate and complete; and that the amount requested accurately reflects the adjustment for which SUBCONTRACTOR believes SRNS is liable.

If for any reason SUBCONTRACTOR and SRNS are unable to resolve a claim for an adjustment, SUBCONTRACTOR or SRNS shall notify the other party in writing that a dispute exists and request or provide a final determination by SRNS. Any such request by SUBCONTRACTOR shall be clearly identified by reference to this clause and shall summarize the facts in dispute and SUBCONTRACTOR'S proposal for resolution.

SRNS, within thirty (30) days of any request by SUBCONTRACTOR, shall provide a final written electronic determination setting forth the contractual basis for its decision and defining what subcontract adjustments it considers equitable. Upon SUBCONTRACTOR'S acceptance of SRNS' determination, the Subcontract will be modified, and the determination implemented accordingly or, failing agreement, SRNS may in its sole discretion pay such amounts and/or revise the time for performance of the Work in accordance with SRNS' final determination.

If SRNS' final determination is not accepted by SUBCONTRACTOR, the parties agree to consider resolution of the dispute through some form of Alternative Dispute Resolution (ADR) process which is mutually acceptable to the parties. Either party may propose ADR by a written electronic request made within ninety (90) days following SRNS' final determination or in any event before final payment under the Subcontract. Should the parties agree to pursue an ADR process; each party will be responsible for its own expenses incurred to resolve the dispute.

If the parties do not agree to an ADR process or are unable to resolve the dispute through ADR, either party shall then have the right to pursue legal remedy. Any litigation shall be pursued in a court of competent jurisdiction located in the State of South Carolina. The determination of any substantive issues of law shall be according to the Federal common law of Government contracts as stated 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.

## **GP-32 USE OF COMPLETED PORTIONS OF WORK**

Whenever, as determined by SRNS, any portion of the Work performed by SUBCONTRACTOR is suitable for use, SRNS or the GOVERNMENT may occupy and use such portion. Use shall not constitute acceptance, relieve SUBCONTRACTOR of its responsibilities, or act as a waiver by SRNS or any of the terms of the Subcontract.

SUBCONTRACTOR shall not be liable for normal wear and tear or for repair of damage caused by any misuse during such occupancy or use by SRNS or the GOVERNMENT. If such use increases the cost or time of performance of remaining portions of the Work, SUBCONTRACTOR shall be entitled to an equitable adjustment in its compensation or schedule under this Subcontract.

If, as a result of SUBCONTRACTOR'S failure to comply with the provisions of this Subcontract, such use proves to be unsatisfactory to SRNS or the GOVERNMENT, SRNS or the GOVERNMENT shall have the right to continue such use until such portion of the Work can, without injury to SRNS or the GOVERNMENT, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or as necessary for such portion of the Work to comply with the Subcontract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve (12) months unless otherwise mutually agreed in writing between the parties.

SUBCONTRACTOR shall not use any permanently installed equipment unless such use is approved in writing by SRNS. When such use is approved, SUBCONTRACTOR shall at SUBCONTRACTOR'S expense properly use and maintain and, upon completion of such use, recondition such equipment as required to meet specifications.

If SRNS or the GOVERNMENT furnishes an operator for such equipment, all services performed shall be under the complete direction and control of SUBCONTRACTOR, and such operator shall be considered SUBCONTRACTOR'S employee for all purposes other than payment of such operator's wages, Worker's Compensation Insurance or other benefits paid directly or indirectly by SRNS or the GOVERNMENT.

## **GP-33 EXAMINATION OF SUBCONTRACTOR'S RECORDS AND ACCOUNTS**

### Cost or Pricing Data

If, pursuant to law, SUBCONTRACTOR has been required to submit cost or pricing data in connection with this Subcontract or any modification to this Subcontract, SRNS, the Government or representatives of the Government who are employees of the Government shall have the right to examine and audit all of SUBCONTRACTOR's books, records, documents, and other data regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., data bases, application software, database management software, utilities, etc.) including computations and projections related to proposing, negotiating, pricing, or performing the Subcontract or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projects used.

### Reports

If SUBCONTRACTOR is required to furnish cost, funding, or performance reports, SRNS, the government or representatives of the Government who are employees of the Government shall have the right to examine and audit books, records, other documents, and supporting materials, for the purpose of evaluating

- (1) The effectiveness of SUBCONTRACTOR's policies and procedures to produce data compatible with the objectives of these reports and
- (2) The data reported.

### Availability

SUBCONTRACTOR shall make available at its office at all reasonable times the materials described in the paragraphs above, for examination, audit, or reproduction, until three (3) years after final payment under this Subcontract or for any longer period required by statute or by other clauses of this contract. In addition –

- (1) If this Subcontract is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement; and
- (2) Records relating to appeals under the Disputes article or to litigation or the settlement of the SRNS and Government claims arising under or relating to this Subcontract shall be made available until such appeals, litigation, or claims are disposed of.

#### Inspections

DOE shall have the right to inspect the work and activities of SUBCONTRACTOR under this Subcontract at such time and in such manner as it shall deem appropriate.

Except as otherwise provided in FAR Subpart 4.7, Contractor Records Retention, SUBCONTRACTOR may transfer computer data in machine-readable form from one reliable computer medium to another. SUBCONTRACTOR's computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original data. SUBCONTRACTOR's choice of form or type of materials described in paragraphs (A), (B), and (C) of this article affects neither SUBCONTRACTOR's obligations nor SRNS' or the Government's rights under this clause.

#### Comptroller General.

- (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of SUBCONTRACTOR'S directly pertinent records involving transactions related to this Subcontract or a Lower-tier Subcontract hereunder.
- (2) This paragraph may not be construed to require SUBCONTRACTOR or a Subtier Subcontractor to create or maintain any record that SUBCONTRACTOR or Subtier Subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

SUBCONTRACTOR shall insert a clause containing all the terms of this article, including this paragraph (G), in all subcontracts over \$100,000 under this Subcontract, altering the clause only as necessary to identify properly the contracting parties.

#### **GP-34 WARRANTY**

SUBCONTRACTOR warrants to SRNS and the GOVERNMENT that equipment and materials furnished under this Subcontract shall be new, of clear title and of the most suitable grade of their respective kinds for their intended uses, unless otherwise specified. All workmanship shall be first class and performed in accordance with sound construction practices acceptable to SRNS. All equipment, materials and workmanship shall also conform to the requirements of this Subcontract.

SUBCONTRACTOR warrants all equipment and material it furnishes, and all work it performs against defects in design, equipment, materials, or workmanship either for a period from Work commencement to a date twelve (12) months after Mechanical Completion of the project as a whole by SRNS or the GOVERNMENT or the standard commercial warranty period, whichever is more advantageous to the SRNS. Any warranties for manufactured or fabricated equipment that survives the twelve month warranty period of the project shall remain in effect and be accessible to SRNS or the GOVERNMENT.

If at any time during the warranty period, SRNS or the GOVERNMENT discovers any defect in the design, equipment, materials, or workmanship immediate notice shall be given to the other parties. SUBCONTRACTOR, within a reasonable time, shall propose corrective actions to cure such defects to meet the requirements of this Subcontract.

SRNS, at its sole discretion, may direct SUBCONTRACTOR in writing and SUBCONTRACTOR agrees to:

- (1) Rework, repair, or remove and replace defective equipment and materials or perform again the defective workmanship to acceptable quality at a time and in a manner acceptable to SRNS;
- (2) Cooperate with others assigned by SRNS to correct such defects and pay to SRNS all actual costs reasonably incurred by SRNS in performing or in having performed corrective actions; or
- (3) Propose and negotiate in good faith an equitable reduction in the Subcontract price in lieu of corrective action.

All costs incidental to corrective actions including demolition for access, removal, disassembly, transportation, reinstallation, reconstruction, retesting and re-inspection as may be necessary to correct to the defect and to demonstrate that the previously defective work conforms to the requirements of this Subcontract shall be borne by SUBCONTRACTOR.

SUBCONTRACTOR further warrants any and all corrective actions it performs against defects in design, equipment, materials and workmanship for an additional period of twelve (12) months following acceptance by SRNS of the corrected Work or standard commercial warranty on product meeting standard warranty.

### **GP-35 BACKCHARGES**

If, under the provisions of this Subcontract, SUBCONTRACTOR is notified by SRNS to correct defective or nonconforming Work, and SUBCONTRACTOR states or by its actions indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, SRNS may, upon written electronic notice, proceed to accomplish the redesign, repair, rework, or replacement of nonconforming Work by the most expeditious means available and back-charge SUBCONTRACTOR for the costs incurred. Furthermore, if SRNS agrees to or is required to perform Work for SUBCONTRACTOR, such as cleanup, off-loading, or completion of incomplete Work, SRNS may, upon written electronic notice, perform such Work by the most expeditious means available and back-charge SUBCONTRACTOR for the costs incurred.

The cost of back-charge Work shall include:

- (1) Incurred labor costs including all payroll additives,
- (2) Incurred net delivered material costs,
- (3) Incurred Subtier Subcontractor's costs directly related to performing the corrective actions,
- (4) Equipment and tool rentals at prevailing rates in the Jobsite area, and
- (5) A factor of sixty percent (60%) applied to the total of Items (a) through (d) for SRNS' overhead, supervision and administrative costs.

The back-charge notice will request SUBCONTRACTOR'S approval for SRNS to proceed with the required Work. However, failure of SUBCONTRACTOR to grant such approval shall not impair SRNS' right to proceed with Work under this or any other provision of this Subcontract.

SRNS shall separately invoice or deduct from payments otherwise due to SUBCONTRACTOR the costs as provided herein. SRNS' right to back charge is in addition to any and all other rights and remedies provided in this Subcontract or by law. The performance of back charge Work by SRNS shall not relieve SUBCONTRACTOR of any of its responsibilities under this Subcontract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnification, and the Subcontract Schedule.

### **GP-36 INDEMNITY**

SUBCONTRACTOR hereby releases and shall indemnify, defend and hold harmless SRNS, the GOVERNMENT, and their subsidiaries and affiliates and the officers, agents, employees, successors and assigns an authorized representatives of all the foregoing from and against any and all suits, actions, legal, or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs, expenses, and losses of whatsoever kind or nature in connection with or incidental to the performance of this subcontract, whether arising before or after completion of the Work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in



whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence whether active or passive of SUBCONTRACTOR, its Subtier Subcontractors, or of anyone acting under its direction or control or on its behalf.

The foregoing shall include, but is not limited to, indemnity for:

1. Events which are directly or indirectly caused by or incident to the radioactive, toxic and/or hazardous properties of any substance and/or
2. Events which arise out of any state or federal statute relating to radioactive, toxic and/or hazardous properties, such as the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or Resource Conservation and Recovery Act (RCRA), and shall apply to any clean-up or response costs occasioned by the transport, treatment, storage or disposal by SUBCONTRACTOR or any third party of radioactive, toxic and/or hazardous properties.
3. Property damage and injury to or death of any person, including employees of SRNS the GOVERNMENT, or SUBCONTRACTOR.
4. The breach by SUBCONTRACTOR of any representation, warranty, covenant, or performance obligation of this subcontract.

SUBCONTRACTOR'S aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified, or held harmless. Nothing in the foregoing shall be construed to require SUBCONTRACTOR to indemnify and save harmless SRNS or the GOVERNMENT from any liability out of or resulting from the liabilities for which indemnification is provided under DEAR 952.250-70.

SUBCONTRACTOR specifically waives any immunity provided against this indemnify by any industrial insurance or workers' compensation statute.

#### **GP-37 PATENT AND INTELLECTUAL PROPERTY INDEMNITY**

SUBCONTRACTOR hereby indemnifies and shall defend and hold harmless SRNS the GOVERNMENT and their representatives from and against any and all claims, actions, losses, damages and expenses, including attorney's fees, arising from any claim, whether rightful or otherwise, that any concept, product, design, equipment, materials, process, copyrighted materials, or confidential information, or any part thereof, furnished by SUBCONTRACTOR under this Subcontract constitutes and infringement of any patent or copyrighted material or a theft of trade secrets. If use of any part of such concept, product, design, equipment, material, process, copyrighted material or confidential information is limited or prohibited, SUBCONTRACTOR shall, at its sole expense, procure the necessary licenses to use the infringing or a modified by non-infringing concept, product, design, equipment, material, process, copyrighted material or confidential information or, with SRNS or the GOVERNMENT'S prior written electronic approval, replace it with substantially equal but non-infringing concepts, products, designs, equipment, materials, processes, copyrighted material, or confidential information; provided, however,

- (1) That any such substituted or modified concepts, products, designs, equipment, material, processes, copyrighted material or confidential information shall meet all the requirements and be subject to all the provisions of this Subcontract; and
- (2) That such replacement or modification shall not modify or relieve SUBCONTRACTOR of its obligations under this Subcontract.

The foregoing obligation shall not apply to any concept, product, design, equipment, material, process, copyrighted material or confidential information the detailed design of which (excluding rating and/or performance specifications) has been furnished in writing by SRNS or the GOVERNMENT to SUBCONTRACTOR.

#### **GP-38 ASSIGNMENTS AND SUBCONTRACTS**

SUBCONTRACTOR shall not assign or transfer this Subcontract or any interest herein, or claims here under, without the prior written electronic consent of SRNS or SRNS' assignee. SUBCONTRACTOR, upon ten (10)

calendar days written electronic notice to SRNS, may assign moneys due or to become due under this Subcontract, provided that any assignment of moneys shall be subject to proper set-offs in favor of SRNS and any deductions provided for in this Subcontract.

SRNS may assign this Subcontract to the GOVERNMENT or to such party as SRNS or the GOVERNMENT designate to perform SRNS' obligations here under. Upon written electronic notice to Subcontractor that SRNS or the GOVERNMENT or a party so designated by SRNS or the GOVERNMENT has accepted an assignment of this Subcontract. SRNS shall be relieved of all responsibilities here under.

SUBCONTRACTOR shall not subcontract with any third party for the performance of all or any portion of the Work without the advance written electronic approval of SRNS. Lower-tier Subcontracts and Purchase Orders must include provisions to secure all rights and remedies of SRNS and the GOVERNMENT provided under this Subcontract, and must impose upon the Subtier Subcontractor all of the general duties and obligations required to fulfill this Subcontract.

Copies of all purchase and subcontract agreements are to be provided to SRNS upon request. Pricing may be deleted unless the compensation to be paid thereunder is reimbursable under this Subcontract.

### **GP-39 SUSPENSION**

SRNS, by written electronic notice to SUBCONTRACTOR, may suspend at any time the performance of all or any portion of the Work to be performed under the Subcontract. Upon receipt of such notice, SUBCONTRACTOR shall, unless the notice requires otherwise:

- (1) Immediately discontinue Work on the date and to the extent specified in the notice,
- (2) Place no further Orders or Subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice,
- (3) Promptly make every reasonable effort to obtain suspension upon terms satisfactory to SRNS of all Orders, subcontracts and rental agreements to the extent they relate to performance of suspended Work,
- (4) continue to protect and maintain the Work including those portions on which Work has been suspended, and
- (5) Take any other reasonable steps to minimize costs associated with such suspensions.

As full compensation for such suspension, SUBCONTRACTOR will be reimbursed for the following costs, excluding profit, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such Work suspension:

- (a) A standby charge to be paid to SUBCONTRACTOR during the period of Work suspension, which standby charge shall be sufficient to compensate SUBCONTRACTOR for keeping, to the extent required in the suspension notice, its organization and equipment committed to the Work on a standby basis,
- (b) All reasonable costs associated with mobilization and demobilization of SUBCONTRACTOR'S plant, forces and equipment, and
- (c) An equitable amount to reimburse SUBCONTRACTOR for the cost of maintaining and protecting that portion of the Work upon which performance has been suspended.

Upon receipt of notice to resume suspended Work, SUBCONTRACTOR shall immediately resume performance under this Subcontract to the extent required in the notice.

If the SUBCONTRACTOR intends to assert a claim for equitable adjustment under this clause, within ten (10) calendar days after receipt of notice to resume Work, it must submit to SRNS a written electronic statement setting forth the schedule impact and monetary extent of such claim in sufficient detail to permit thorough analysis. No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any SUBCONTRACTOR non-compliance with the requirements of this Subcontract.

#### **GP-40 TERMINATION FOR DEFAULT**

Notwithstanding any other provisions of the Subcontract, SUBCONTRACTOR shall be considered in default of its contractual obligations under this Subcontract if it:

- (a) Performs work which fails to conform to the requirements of this Subcontract;
- (b) Fails to make progress so as to endanger performance of this Subcontract;
- (c) Abandons or refuses to proceed with any of the Work, including modifications direct pursuant to the General Provision titled "CHANGES";
- (d) Fails to fulfill or comply with any of the terms of this Subcontract;
- (e) Engages in behavior that is dishonest, fraudulent, or constitutes a conflict of interest with SUBCONTRACTOR'S obligations under this Subcontract; or if
- (f) SUBCONTRACTOR becomes insolvent or makes a general assignment for the benefit of creditors or reasonable grounds for insecurity arise with respect to SUBCONTRACTOR'S performance.

Upon the occurrence of item (a), (b), (d) or (f) above, SRNS shall notify SUBCONTRACTOR in writing of the nature of the failure and of SRNS' intention to terminate the Subcontract for default. If SUBCONTRACTOR does not cure such failure within seven (7) calendar days from receipt of notification, or sooner if safety to persons is involved, or fails to provide satisfactory evidence that such default will be corrected within a reasonable time, SRNS may, by written electronic notice to SUBCONTRACTOR and without notice to SUBCONTRACTOR'S sureties, if any, terminate in whole or in part SUBCONTRACTOR'S right to proceed with the Work and SRNS may prosecute the Work to completion by contract or by any other method determined expedient. SRNS may take possession of and utilize any data, designs, licenses, equipment, materials, plant, tools and property of any kind furnished by SUBCONTRACTOR and necessary to complete the Work.

Upon the occurrence of (c) or (e) above, SRNS may terminate this Subcontract for default immediately. Any notice to or request for information from SUBCONTRACTOR prior to issuing such notice of default is solely for SRNS' convenience and confers no rights upon SUBCONTRACTOR.

SUBCONTRACTOR and its sureties, if any, shall be liable for all costs in excess of the Subcontract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any Purchase Order or Subcontract awarded to others for completion.

Upon termination for default, SUBCONTRACTOR shall:

- (a) Immediately discontinue work on the date and to the extent specified in the notice and place no further Purchase Orders or Subcontracts to the extent that they relate to the performance of the terminated work;
- (b) Inventory, maintain and turn over to SRNS all data, designs, licenses, equipment, materials, plant, tools and property furnished by SUBCONTRACTOR or provided by SRNS for performance of the terminated work;
- (c) Promptly obtain cancellation upon terms satisfactory to SRNS of all Purchase Orders, Subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements as directed by SRNS;
- (d) Cooperate with the SRNS in transfer of data, designs, licenses and information and disposition of work in progress so as to mitigate damages;
- (e) Comply with other reasonable requests from SRNS regarding the terminated work; and
- (f) Continue to perform in accordance with all of the terms and conditions of this Subcontract such portion of the Work that is not terminated.

If, after termination pursuant to this clause, it is determined for any reason that SUBCONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the General Provision titled "TERMINATION FOR CONVENIENCE".

#### **GP-41 TERMINATION FOR CONVENIENCE**

- (a) SRNS may terminate performance of work under this subcontract in whole or, from time to time, in part if the Procurement Representative determines that a termination is in the SRNS' interest. The Procurement Representative shall terminate by delivering to SUBCONTRACTOR a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Procurement Representative, SUBCONTRACTOR shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
  - 1. Stop work as specified in the notice.
  - 2. Place no further Subcontracts or Orders (referred to as Subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
  - 3. Terminate all Subcontracts to the extent they relate to the work terminated.
  - 4. Assign to SRNS, as directed by the Procurement Representative, all rights, title, and interest of the SUBCONTRACTOR under the subcontracts terminated, in which case the SRNS shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
  - 5. With approval or ratification to the extent required by the Procurement Representative, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts: the approval or ratification will be final for purposes of this clause.
  - 6. As directed by the Subcontract Specialist, transfer title and deliver to SRNS.
    - i. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
    - ii. The completed or partially completed plans, drawings, information and other property that, if the subcontract had been completed, would be required to be furnished to SRNS.
  - 7. Complete performance of the work not terminated.
  - 8. Take any action that may be necessary, or that the Procurement Representative may direct, for the protection and preservation of the property related to this subcontract that is in the possession of SUBCONTRACTOR and in which SRNS has or may acquire an interest.
  - 9. Use its best efforts to sell, as directed or authorized by the Procurement Representative, any property of the types referred to in subparagraph (b) (6) of this clause; provided, however, that the SUBCONTRACTOR
    - i. is not required to extend credit to any purchaser and
    - ii. may acquire the property under the conditions prescribed by, and at prices approved by, the Procurement Representative. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by SRNS under this subcontract, credited to the price or cost of the work, or paid in any other manner directed by the Procurement Representative.
- (c) SUBCONTRACTOR shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Procurement Representative upon written electronic request of SUBCONTRACTOR within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, SUBCONTRACTOR may submit to the Procurement Representative a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Procurement Representative. SUBCONTRACTOR may request SRNS to remove those

items or enter into an agreement for their storage. Within 15 days, SRNS will accept title to those items and remove them or enter into a storage agreement. The Procurement Representative may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

- (e) After termination, SUBCONTRACTOR shall submit a final termination settlement proposal to the Procurement Representative in the form and with the certification prescribed by the Procurement Representative. SUBCONTRACTOR shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Procurement Representative upon written electronic request of the SUBCONTRACTOR within this 1-year period. However, if the Procurement Representative determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If SUBCONTRACTOR fails to submit the proposal within the time allowed, the Procurement Representative may determine, based on the information available, the amount, if any, due the SUBCONTRACTOR because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) of this clause, the SUBCONTRACTOR and the Procurement Representative may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g) (3) of this clause, may not exceed the total contract price as reduced by
  - 1. the amount of payments previously made and
  - 2. the subcontract price of work not terminated. The subcontract shall be modified, and the SUBCONTRACTOR/ paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, of affect the amount that may be agreed upon to be paid under this paragraph.
- (g) If SUBCONTRACTOR and Procurement Representative fail to agree on the whole amount to be paid SUBCONTRACTOR because of the termination of work, the Procurement Representative shall pay the SUBCONTRACTOR the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:
  - 1. For subcontract work performed before the effective date of termination, the total (without duplication of any items) of
    - i. The cost of this work;
    - ii. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the subcontract if not included in subdivision (g) (1) (i) of this clause; and
    - iii. A sum, as profit of subdivision (g) (1) (i) of this clause, determined by the Procurement Representative under 49.202 of the Federal Acquisition Regulation, in effect on the date of this subcontract, to be fair and reasonable; however, if it appears that the SUBCONTRACTOR would have sustained a loss on the entire subcontract had it been completed, the Procurement Representative shall allow no profit under this subdivision (g) (1) (iii) and shall reduce the settlement to reflect the indicated rate of loss.
  - 2. The reasonable costs of settlement of the work terminated, including:
    - i. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
    - ii. The termination and settlement of subcontracts (excluding the amounts of such settlements); and;
    - iii. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that the extent that the SRNS expressly assumed the risk of loss, the Procurement Representative shall exclude from the amounts payable to the SUBCONTRACTOR under paragraph (g) of this clause, the fair value, as determined by the Procurement Representative, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the SRNS or to a Procurement Representative.

- (i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this subcontract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) SUBCONTRACTOR/ shall have the right of appeal, under the Disputes clause, from any determination made by the Subcontractor Specialist under paragraph (e), (g), or (l) of this clause, except that if SUBCONTRACTOR failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.
- (k) In arriving at the amount due the SUBCONTRACTOR under this clause, there shall be deducted:
  - 1. All unliquidated advance or other payments to the SUBCONTRACTOR under the terminated portion of this contract;
  - 2. Any claim which the SRNS has against the SUBCONTRACTOR under this subcontract; and
  - 3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the SUBCONTRACTOR or sold under the provisions of this clause and not recovered by or credited to the SRNS.
- (l) If the termination is partial, the SUBCONTRACTOR may file a proposal with the Subcontract Specialist for an equitable adjustment of the price(s) of the continued portion of the subcontract. The Subcontract Specialist shall make any equitable adjustment agreed upon. Any proposal by the SUBCONTRACTOR for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Subcontract Specialist.
- (m)
  - 1. SRNS may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the SUBCONTRACTOR for the terminated portion of the subcontract, if the Subcontract Specialist believes the total of these payments will not exceed the amount to which the SUBCONTRACTOR will be entitled.
  - 2. If the total payments exceed the amount finally determined to be due, the SUBCONTRACTOR shall repay the excess to SRNS upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215 (b) (2). Interest shall be computed for the period from the date the excess payment is received by the SUBCONTRACTOR to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the SUBCONTRACTOR'S termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention of disposition, or a later date determined by the Subcontract Specialist, because of the circumstances.
- (n) Unless otherwise provided in this Subcontract or by statute, the SUBCONTRACTOR shall maintain all records and documents relating to the terminated portion of this subcontract for 3 years after final settlement. This includes all books and other evidence bearing on the SUBCONTRACTOR'S costs and expenses under this subcontract. SUBCONTRACTOR shall make these records and documents available to the SRNS, at the SUBCONTRACTOR'S office, at all reasonable times, without any direct charge. If approved by the Subcontract Specialist, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

#### **GP-42 FINAL INSPECTION AND ACCEPTANCE**

When SUBCONTRACTOR considers the Work, or any SRNS-identified independent portion of the Work, under this Subcontract to be complete and ready for acceptance, SUBCONTRACTOR shall notify SRNS in writing. SRNS, with SUBCONTRACTOR'S cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy SRNS that the Work, or identified portion of the Work, conforms to all requirements of the Subcontract. If all or any part of the Work covered by SUBCONTRACTOR'S notice does not conform to Subcontractor requirements, SRNS shall notify SUBCONTRACTOR of such nonconformance and SUBCONTRACTOR shall take corrective action and then have the nonconforming work re-inspected until all Subcontract requirements are satisfied.

SRNS shall issue a Notice of Provisional Acceptance for individual portions which have been satisfactorily inspected subject only to SRNS' Final Acceptance of the Work as a whole.

SRNS' written electronic Notice of Final Acceptance of the Work under this Subcontract shall be final and conclusive except with regard to latent defects, fraud, or such gross mistakes as amount to fraud, or with regard to SRNS', and the GOVERNMENT'S right under the General Provision titled "WARRANTY".

#### **GP-43 NON-WAIVER**

Failure by SRNS to insist upon strict performance of any terms or conditions of this Subcontract, or failure or delay to exercise any rights or remedies provided herein or by law, or failure to properly notify SUBCONTRACTOR in the event of breach, or the acceptance of or payment for any goods or services hereunder, or the review or failure to review designs shall not release SUBCONTRACTOR from any of the warranties or obligations of this Subcontract and shall not be construed as a waiver of any right of SRNS or the GOVERNMENT to insist upon strict performance hereof or any of its rights or remedies as to any prior or subsequent default hereunder nor shall any termination of Work under this Subcontract by SRNS operate as a waiver of any of the terms hereof.

#### **GP-44 SURVIVAL**

The rights and obligations of the parties which by their nature survive termination or completion of this Subcontract, including but not limited to those set forth in the General Provisions titled "WARRANTY" and "INDEMNITY", shall remain in full force and effect.

#### **GP-45 PAYMENT BY ELECTRONIC FUNDS TRANSFER**

(a) Methods of Payment.

- (1) All payment by SRNS under this SUBCONTRACT shall be made by Electronic Funds Transfer (EFT) except as provided in paragraph A.2 of this Provision. As used in this Provision, 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, SUBCONTRACTOR 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.

(b) Mandatory Submission of SUBCONTRACTOR'S EFT Information

SUBCONTRACTOR is required to provide SRNS with the information required to make payment by EFT. SUBCONTRACTOR shall provide this information directly to the office designated in this Subcontract on forms provided SRNS, no later than 15 days after award. If not otherwise specified in the Subcontract, the payment office is the designated office for receipt of Subcontractor's EFT information. In the event that the EFT information changes SUBCONTRACTOR shall be responsible for providing the updated information to the designated office.

(c) 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.

(d) 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. Until receipt of the correct EFT information, any invoice or subcontract financing request shall be determined not to be a proper invoice for the purpose of payment under the Subcontract.
- (2) If the EFT information changes after submission of correct EFT information, SRNS shall begin using the changed EFT information no later 30 days after is receipt by the designated office. However,

SUBCONTRACTOR may request that no further payments be made until the updated EFT information is implemented by the payment office.

(e) Payment Information.

On the day payment on SUBCONTRACTOR'S invoice is due SRNS will issue instructions to its bank to transfer payment to SUBCONTRACTOR, and will also send a FAX to SUBCONTRACTOR explaining the details to support the payment. SUBCONTRACTOR shall issue electronically all invoices directly to Accounts Payable via the [SRNS-ACCTSPAY@srs.gov](mailto:SRNS-ACCTSPAY@srs.gov) email account. SUBCONTRACTOR shall include banking information on each invoice submitted to facilitate proper EFT. SUBCONTRACTOR shall provide the Subcontractor/Supplier name; invoice date; the invoice period, subcontract/purchase order number(s); vendor invoice number, account number, and/or any other identifying number agreed to by contract; description (including, for example, contract line/subline number), unit price and quantity of goods and services rendered per specific line item(s) and line item(s) sub-total cost, with cumulative charges to date; contact name (where practicable), title and telephone number; other substantiating documentation or information required by the Subcontract/Purchase Order on all invoices. If there are invoice discrepancies, SRNS will relay to the subcontractor/supplier the deficiencies in their invoice within ten (10) days of receipt of the invoice. The invoice will not be acted upon. Receipt of a corrected invoice will re-initiate the aging of the invoice for payment purposes.

(f) Liability for Uncompleted or Erroneous Transfers.

- (1) If an uncompleted or erroneous transfer occurs because SRNS used the SUBCONTRACTOR'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 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 deemed to have made payment and the SUBCONTRACTOR 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.

**GP-46 RESERVED**

**GP-47 SUPERINTENDENCE BY THE SUBCONTRACTOR**

At all times during performance of this Subcontract and until the Work is completed and accepted, SUBCONTRACTOR shall directly superintend the Work or assign and have on the Worksite a competent superintendent who is satisfactory to SRNS and has authority to act for the Subcontractor. Prior to commencing any work at the Worksite, SUBCONTRACTOR shall inform SRNS, in writing, of the identity of the supervising representative by name. SUBCONTRACTOR shall not reassign or remove such supervising representative, without first notifying SRNS of the proposed reassignment or removal, and the name of his/her replacement.

**GP-48 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. Substance Testing

- (1) SRNS will collect oral swab specimens or urine specimens when Subcontractor/Supplier employees are processed for badging. The specimen collection will be performed at SRS or one of the third party collection facilities contracted by SRNS to perform collections. SRNS will send these specimens to a certified laboratory for testing and verification. The testing process may take up to five (5) days to obtain results. In the event of "positive" findings, the Subcontractor/Supplier will be notified and shall arrange for an "Exit Conference". The Subcontractor/Supplier then agrees to promptly remove such individual from the Savannah River Site (SRS) and return the badge to the SRNS Badge Office.
- (2) A Breath Alcohol Test will be given during the initial badging process and the results will be available immediately. The Breath Alcohol Test will be performed at SRS or one of the third party testing facilities contracted by SRNS to perform Breath Alcohol Tests. In the event of "positive" findings, the Subcontractor/Supplier will be notified and shall arrange for an "Exit Conference". The Subcontractor/Supplier then agrees to promptly remove such individual from the Savannah River Site (SRS) and return the badge to the SRNS Badge Office.
- (3) 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.

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.

- (4) 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 "positive" findings, the Subcontractor/Supplier will be notified and shall arrange for an "Exit Conference". The Subcontractor/Supplier then agrees to promptly remove such individual from the Savannah River Site (SRS) and return the badge to the SRNS Badge 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 employees drug and alcohol tested on the day of the injury, illness or incident.

- (5) **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 promptly to 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.

#### **GP-49 ACCEPTANCE OF TERMS AND CONDITIONS**

- (1) SUBCONTRACTOR, by signing this Subcontract or delivering the items identified herein, agrees to comply with all the terms and conditions and all specifications and other documents that this Subcontract incorporated by reference or attachment. The Company hereby objects to any terms and conditions contained in any acknowledgment of this 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 Subcontract shall not be construed as evidence to interpret the requirements of this 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 Subcontract.
- (2) When the use of a Subtier SUBCONTRACTOR(s) is deemed necessary, the Prime SUBCONTRACTOR is responsible to flow down those Technical and Quality requirements as 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 Subcontract package. The Prime SUBCONTRACTOR is furthermore responsible to flow down all commercial Terms and Conditions, including articles incorporated by reference, to all Subtier SUBCONTRACTOR(s), which includes verification that the Subtier Subcontractor has been appropriately qualified to perform the activities required to satisfy this procurement. The Prime SUBCONTRACTOR 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 to the Prime SUBCONTRACTOR deems it necessary to subcontract further its parts of this SRNS contract.
- (3) When NQA-1 is invoked as the governing quality standard, the Prime Subcontractor and applicable Subtier Subcontractors shall be required to meet the Part I 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 Supplier to its applicable Subtier Subcontractors at all levels. If the Prime Supplier or its Subtier Subcontractors intends to upgrade materials by way of a Commercial Grade Dedication Process, SRNS must be notified of this intent and the Subcontractor's process verified and approved prior to dedicating any material associated with an SRNS procurement.
- (4) The SRNS Subcontract Specialist is to be notified in writing, within five working days of any changes within your company as identified below: Key quality personnel to include as a minimum:
  - Quality Assurance/Quality Control Manager
  - Assistant Quality Assurance/Quality Control Manager
  - Other critical Quality Assurance/Quality Control personnel
  - Quality Assurance Program Revisions
  - Company ownership transfers/buy-outs, and
  - All identified Nonconformance or Corrective Action Reports associated with SRNS contracts including those issued concerning Subtier SUBCONTRACTOR.

#### **GP-50 GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES**

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

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

- (1) SUBCONTRACTOR shall inform his employees and the employees of his Subtier Subcontractors 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. GET is available on-line and should be scheduled through the STR or End-user well in advance of the desired date in order to assure placement. GET and the exam are to be completed by the employee who is being badged and without the use or help from others, study materials, or notes. GET is required for individuals who require badged access to the general site.
  - (3) Successful Completion Defined: Successful completion occurs when the individual
    - (i) Is given access to the on-line GET,
    - (ii) Completes the GET,
    - (iii) Obtains a test score of 80% or greater on the examination (100% is the highest obtainable score),
  - (4) Unsuccessful Completion Defined: If the individual fails to complete successfully GET, the individual is given a failure notice and is to notify the Subcontract Technical Representative (STR)End/User . The individual will be allowed several chances to successfully complete the GET. Multiple attempts are not allowed on the same day. Continued failure to successfully complete GET will result in resolution by the STR/End User.
  - (5) Access to GET  
The STR/End User shall direct the individual when to complete GET.
- B. Consolidated Annual Training (CAT)  
CAT is required after an individual's initial successful completion of GET, regardless of the individual's present employer. CAT is required to be completed in January each year the individual has a SRS security badge. The STR/End User may be contacted for assistance.
- C. Annual Safeguards and Security Refresher Training (S&S)  
S&S training is required to be completed in November-December each year and is required for each individual regardless of the month GET is completed.
- D. GET, CAT and the S&S Training can be completed offsite on a computer, cell phone or tablet at [www.srs.gov](http://www.srs.gov). The link to the training is available in the lower left corner of the home page. The training can also be completed on SRS network computers. The S&S Training is a prerequisite and must be completed before completing CAT. Individuals are encouraged to use Internet Explorer to complete the training.

## **GP-51 SECURITY EDUCATION REQUIREMENTS FOR SUBCONTRACTORS**

*The following items are applicable if performance of this subcontract will require the Subcontractor's Employee(s) to receive a security badge.*

- A. Subcontractor Security Education Coordinator  
  - (1) If this Subcontractor will require a force of more than thirty (30) subcontract employees receive badges, then the Subcontractor shall provide to the Subcontract Technical Representative (STR) the name of its representative appointed to administer its Security Education Program. This representative shall be referred to as the Subcontractor Security Education Coordinator (SSEC).
  - (2) If this SUBCONTRACT will require that less than thirty (30) subcontract employees receive badges, then the STR will perform the activities discussed in this Supplement.
- B. Company Roster  
The SSEC will be responsible for providing the STR 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 subcontract personnel have a clearance at the inception of this Order, or receive a clearance at any time during the course of the Order, the SSEC/STR will ensure that those subcontract employees receive a Comprehensive Briefing from SRNS.

E. Annual Refresher Briefing

The SSEC/STR shall ensure that all subcontract 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 subcontract employee plans a trip to a sensitive country, whether on official business or for pleasure, the SSEC/STR 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

SUBCONTRACTOR is responsible for ensuring that badges are returned or accounted for when a Subcontract employee terminates employment or when a 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 STR. The Subcontractor shall ensure that any/all SRS-issued site security badges are returned to the Badge Office (703-46A) within 10 calendar days after badge expiration date (or subcontract/subcontractor employee termination date, whichever occurs first). Failure to do so may result in withholding of invoice payments until such time that the badge(s) is returned.

H. Termination Briefing

When a subcontract employee terminates employment or is reassigned, the SSEC/STR 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.

## **GP-52 COMPLIANCE WITH EMPLOYEE CONCERNS**

A. Subcontractors shall ensure Subcontractor employees are aware of the DOE-SRS and SRNS Employee Concerns Programs (ECP) and how to use the program by performing the following:

- (1) Ensure employees are provided with information on the DOE-SRS and SRNS ECPs during initial orientation and annual training.
- (2) Ensure that posters identifying the DOE-SRS and SRNS ECP telephone "hotline" numbers are displayed in conspicuous locations throughout the worksite. SRNS will provide posters, as necessary.
- (3) Inform Subcontractor employees of the availability of the DOE-SRS ECP in case of dissatisfaction or lack of confidence with other reporting systems.
- (4) Ensure managers and supervisors are aware of the prohibition of any reprisal against employees who have or are believed to have raised or reported concerns.

B. Subcontractors must immediately notify the STR or Subcontract Specialist of any employee concern involving:

- (1) A condition which constitutes an imminent threat to the health and safety of site personnel or to the general public.
- (2) Circumstances which would cause adverse public reaction or receive local media attention.
- (3) Allegations of reprisal.

C. Subcontractors shall investigate any employee concern referred by the STR and inform the STR of investigation results within 7 days of receipt of concern. Inform the STR in writing if an extension to this 7-day timeframe is required, along with status of investigation to date and actions pending to closure. The investigation shall be conducted to the satisfaction of SRNS' Purchasing Representative.

## **GP-53 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, electronically, prior to any visit to a DOE or SRNS facility by any Foreign National in connection with work being performed under this Order. 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 "access" 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 Procurement Representative at least four (4) to six (6) weeks prior to the visit. Forms can be obtained from the SRNS Procurement Representative.

- B. In addition, the Subcontractor/Supplier shall obtain the approval of the SRNS Procurement Representative, in writing, electronically, 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.
- 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.
- D. If the statement of work is accompanied by an approved Exception from Foreign National Information Requirements form, this Subcontract does not require the Subcontractor to provide foreign national information that would otherwise be required.
- E. In the performance of work, Country of Risk foreign nationals may be restricted from accessing technology, information, or certain areas.

#### **GP-54 ACCESS TO DOE-OWNED OR LEASED FACILITIES**

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

- A. The performance of this Subcontract requires that employees of SUBCONTRACTOR have physical access to DOE-owned or leased facilities. SUBCONTRACTOR understands and agrees that DOE has a prescribed process with which SUBCONTRACTOR and its employees must comply in order to receive a security badge that allows such physical access. SUBCONTRACTOR 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. SUBCONTRACTOR 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 SRNS' Subcontract Specialist;
  - (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. SUBCONTRACTOR 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 SRNS, DOE or SRNS that an employee's application for a security badge is or will be denied, SUBCONTRACTOR 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 claim against SRNS or DOE.
- D. SUBCONTRACTOR shall return to SRNS' Subcontract Specialist, 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 SUBCONTRACTOR'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 SRNS or DOE for return of the badge
- E. SUBCONTRACTOR 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 Lower-tier Subcontractor will require physical access to DOE-owned or leased facilities

#### **GP-55 GOVERNMENT FLOWDOWNS**

The Federal Acquisition Regulation (FAR), the Department of Energy (DOE) FAR Supplement (DEAR) clauses, and the DOE Procurement Regulations incorporated herein shall have the same force and effect as if printed in full text. Upon request, SRNS will make their full text available. Wherever necessary to make the context of the clauses set forth below applicable to this Subcontract, the term "Contractor" shall mean SUBCONTRACTOR, the term "Subcontractor" shall mean Subtier Subcontractor, the term "Contract" shall mean this subcontract, the term "Subcontract" shall mean "Lower-tier Subcontract", and where noted or where necessary to derive proper meaning the term "Government", "Contracting Officer" and equivalent phrases shall mean SRNS' Representative, except the terms "Government" and "Contracting Officer" do not change:

- (1) in the phrases "Government Property", "Government-Furnished Property" and "Government-Owned Property";
- (2) in the patent clauses incorporated herein;

- (3) when a right, act, authorization, or obligation can be granted or performed only by the Government's duly authorized representative;
- (4) when title to property is to be transferred directly to the Government;
- (5) When access to proprietary financial information or other proprietary data is required except for authorized audit rights; and
- (6) Where specifically modified herein.

SUBCONTRACTOR agrees to incorporate the requirements of this Provision and the Clauses listed herein into any Lower-tier Subcontract or Purchase Orders.

#### Clauses Applying to All Subcontracts

Clause	Title
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (MAR 2005)
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower rights
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (NOV 2006)
FAR 52.222-3	Convict Labor (JUN 2003)
FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
FAR 52.223-15	Energy Efficiency in Energy-Consuming Products.
FAR 52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.
FAR 52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.
FAR 52.223-19	Compliance with Environmental Management Systems.
FAR 52.224-1	Privacy Act Notification (APR 1984)
FAR 52.224-2	Privacy Act (APR 1984)
FAR 52.225-8	Duty-Free Entry (FEB 2000)

***This article is applicable to Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.***

- (a) *Definition.* "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.
- (b) Except as otherwise approved by the Company, the Subcontractor/Supplier shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.
- (c) Except as provided in paragraph (d) of this clause or elsewhere in this subcontract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:
  - (1) The Subcontractor/Supplier shall notify the Procurement Representative (PR) in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$10,000 that are to be imported into the customs territory of the United States for delivery to the SRNS under this contract, either as end products or for incorporation into end products. The Subcontractor/Supplier shall furnish the notice to the PR at least 30 calendar days before the importation. The notice shall identify the:
    - (i) Foreign supplies;
    - (ii) Estimated amount of duty; and
    - (iii) Country of origin.
  - (2) The PR will determine whether any of these supplies should be accorded duty-free entry and will notify the Subcontractor/Supplier within 10 calendar days after receipt of the Subcontractor's/Supplier's notification.
  - (3) Except as otherwise approved by the PR, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.
- (d) The Subcontractor/Supplier is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if:
  - (1) The supplies are identical in nature to items purchased by the Subcontractor/Supplier or any subtier Subcontractor/Supplier in connection with its commercial business; and



- (2) Segregation of these supplies to ensure use only on SRNS subcontracts containing duty-free entry provisions is not economical or feasible.
- (e) The Subcontractor/Supplier shall claim duty-free entry only for supplies to be delivered to SRNS under this subcontract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the PR, diverted to nongovernmental use.
- (f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the SRNS and Subcontractor/Supplier in obtaining duty-free entry for these supplies.
- (g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to SRNS in care of the Subcontractor/Supplier and shall include the:
- (1) Delivery address of the Subcontractor/Supplier (or prime contracting agency, if appropriate);
  - (2) SRNS Subcontract number and SRNS Prime Contract number;
  - (3) Identification of carrier;
  - (4) Notation "UNITED STATES GOVERNMENT, \_\_\_\_\_ [DOE or NNSA] \_\_\_\_\_, Duty-free entry to be claimed pursuant to Item No(s) \_\_\_\_\_ [from Tariff Schedules] \_\_\_\_\_, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify SRNS for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";
  - (5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and
  - (6) Estimated value in United States dollars.
- (h) The Subcontractor/Supplier shall instruct the foreign supplier to:
- (1) Consign the shipment as specified in paragraph (g) of this clause;
  - (2) Mark all packages with the words "UNITED STATES GOVERNMENT" and the title of the Savannah River Nuclear Solutions, LLC; and
  - (3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.
- (i) The Subcontractor/Supplier shall provide written notice to the cognizant contract administration office immediately after notification by the PR that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Subcontract, upon award by the Subcontractor/Supplier to the overseas supplier. The notice shall identify the:
- (1) Foreign supplies;
  - (2) Country of origin;
  - (3) SRNS Subcontract number and SRNS Prime Contract Number; and
  - (4) Scheduled delivery date(s).
- (j) The Subcontractor/Supplier shall include and flow down the substance of this clause to their subtier subcontractors.

FAR 52.225-13	Restrictions on Certain Foreign Purchases (MAR 2005)
FAR 52.227-4	Patent Indemnity – Construction Contracts (APR 1994)
FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)
FAR 52.242-15	Stop Work Order (Aug 1989)

DEAR 952.203-70	Whistleblower Protection for Contractor Employees DEC 2000)
DEAR 952.204-2	Security Requirements (MAY 2002)

(Applicable if Subcontractor Employees will require access authorizations (L or Q clearances)

DEAR 952.250-70

Nuclear Hazards Indemnity Agreement (OCT 2005)

*Note: Include this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Atomic Energy Act of 1954 (Act) and further described in paragraph DEAR 952.247-70 (d)(2). However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act, as amended, or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.*

DEAR 970.5223-1

Integration of Environmental, Safety, and Health into Work Planning and Execution (DEC 2000)

[Clauses Applying to Subcontracts over \\$2,000](#)

Clause	Title
FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
FAR 52.222-5	Davis-Bacon Act - Secondary Site of Work (JUL 2005)
FAR 52.222-6	Davis-Bacon Act (JUL 2005)
FAR 52.222-7	Withholding of Funds (FEB 1988)
FAR 52.222-8	Payrolls and Basic Records (FEB 1988)
FAR 52.222-9	Apprentices and Trainees (JUL 2005)
FAR 52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
FAR 52.222-11	Subcontracts (Labor Standards) (JUL 2005)
FAR 52.222-12	Contract Termination – Debarment (FEB 1988)
FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
FAR 52.222-14	Disputes Concerning Labor Standards (FEB 1988)
FAR 52.222-15	Certification of Eligibility (FEB 1988)

[Clauses Applying to Subcontracts over \\$2,500 and \\$3,000 \(respectively\)](#)

Clause	Title
FAR 52.225-9	Buy American Act – Construction Materials (JAN 2005)

As prescribed in 25.1102(a), insert the following clause:

Buy American Act—Construction Materials (JAN 2005)

(a) Definitions. As used in this clause—

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components means”—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable



overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: \_\_\_\_ [Contracting Officer to list applicable excepted materials or indicate “none”]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.*

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) 1
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

FAR 52.222-54                      Employment Eligibility Verification (Jan 2009)

[Clauses Applying to Subcontracts over \\$10,000](#)

<u>Clause</u>	<u>Title</u>
FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
FAR 52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)
FAR 52.222-26	Equal Opportunity (APR 2002)
FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)
FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)

[Clauses Applying to Subcontracts over \\$25,000](#)

<u>Clause</u>	<u>Title</u>
FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005)
FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam ERA, and Other Eligible Veterans (DEC 2001)
FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)

[Clauses Applying to Subcontracts over \\$100,000](#)

<u>Clause</u>	<u>Title</u>
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)
FAR 52.219-8	Utilization of Small Business Concerns (MAY 2004)
FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)
FAR 52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
FAR 52.223-14	Toxic Chemical Release Reporting (AUG 2003)
FAR 52.227-1	Authorization and Consent JUL 1995)
FAR 52.247-64	Preference for Privately-Owned U.S. Flag Commercial Vessels (FEB 2006)
DEAR 970.5227-5	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 2002)

[Clauses Applying to Subcontracts over \\$500,000](#)

<u>Clause</u>	<u>Title</u>
FAR 52.230-2	Cost Accounting Standards (APR 1998)
FAR 52.230-6	Administration of Cost Accounting Standards (APR 2005)
	<b><i>(Note: Cost Accounting Standards Clauses apply unless exempted by the FAR Appendix, 48 CFR, Subpart 9903.201-1)</i></b>
DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)
DEAR 970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (DEC 2000)

[Clauses applying if Cost or Pricing Data are required in Pricing the Subcontract or in Pricing a Modification under the Subcontract](#)

<u>Clause</u>	<u>Title</u>
FAR 52.215-10	Price Reduction for Defective Pricing Data (OCT 1997)
FAR 52.215-11	Price Reduction for Defective Pricing Data – Modifications (OCT 1997)
FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
FAR 52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005)

## Clauses Applying to Subcontracts over \$1,500,000

(Not Applicable to Small Businesses concerns)

### Clause

### Title

FAR 52.219-9 Small Business Subcontracting Plan (JUL 2005)

(Applicable to Basic Ordering Agreements (BOAs) and Blanket Purchase Agreements (BPAs))

FAR 52.219-9 Small Business Subcontracting Plan Alt III (JAN 2019)

FAR 52.219-9 Small Business Subcontracting Plan Alt IV (JAN 2019) DEVIATION 2019-O0005)

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 the three 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).
- 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 Officer.
- K. If a Contractor 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].

**GP-56 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 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 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 and Subtier Subcontractors 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 are required to register and maintain an active DUNS number and a current registration in the System for Award Management (SAM), formerly known as Central Contractor Registration (CCR), in compliance with FAR 52.204-7 and Subpart 42.12 of the FAR. In addition, a Subcontractor/Supplier Information Form (SIF) must be completed and submitted with the supplier's solicitation response.

**F. Training Reimbursement**

The fees for Site required training classes will be absorbed by SRNS and the subcontractor's attendance time will be compensated for the initial attendance. If a subcontract employee does not successfully pass the course, the subcontractor's attendance time for a second pass and beyond will not be reimbursed; however, the class fees will continue to be absorbed by SRNS. The same scenario applies for substance abuse testing.

**G. Utilization of Small Business**

Subcontractor 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.

**H. 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

**GP-57 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).



#### **GP-58 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS**

This is a rated Order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System Regulation. (15 CFR 700) Should any applicable DPAS regulations 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 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.

#### **GP-59 EXPORT CONTROL**

The Parties agree to adhere to all applicable U.S. export laws and regulations. Each party acknowledges that it is responsible for its own compliance with all U. S. export control laws and regulations.

#### **GP-60 DOE O 442.2 – DIFFERING PROFESSIONAL OPINIONS FOR TECHNICAL ISSUES INVOLVING ENVIRONMENT, SAFETY AND HEALTH**

Subcontractors/Suppliers and any Subtier Subcontractor/ Supplier are responsible for flowing down the requirements of the Contractor Requirements Document (CRD) identified in DOE O 442.2 to the extent necessary to ensure compliance with this requirement. The Subcontractors/ Suppliers and any Subtier must:

- (1) Ensure that all Subcontractor/Supplier and any Subtier Subcontractor/ Supplier employees are notified quarterly that they have the right to report environment, safety and health technical concerns that have not been resolved through routine work processes through the Department of Energy Differing Professional Opinion (DPO) process (the DOE DPO process can be found in Attachment 2 to DOE O 442.2 and at <http://www.hss.doe.gov/nuclearsafety/qa/dpo.html>). The notification must provide points of contact (name, phone number and email addresses of DPO Managers) as listed on the DOE DPO web page, as well as the DOE DPO web page address.
- (2) Protect Subcontractor/Supplier and any Subtier Subcontractor/ Supplier employees from reprisal or retaliation for reporting a DPO.
- (3) Provide Subcontractor/Supplier and any Subtier Subcontractor/ Supplier employees' reasonable time and resources to use the DPO Process.
- (4) Assist DOE as requested in the resolution of DPOs.
- (5) Report to the DOE when requested on the status of assigned implementation actions resulting from the DPO resolution and on the closure of these implementations actions.

#### **GP-61 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (REFERENCE FAR 52.204-21 JUN 2016)**

(a) *Definitions.* As used in this clause--

“Covered subcontractor information system” means an information system that is owned or operated by a subcontractor that processes, stores, or transmits Federal contract information.

“Federal subcontract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Subcontractor shall apply the following basic safeguarding requirements and procedures to protect covered subcontractor information systems. Requirements and procedures for basic safeguarding of covered subcontractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
  - (iii) Verify and control/limit connections to and use of external information systems.
  - (iv) Control information posted or processed on publicly accessible information systems.
  - (v) Identify information system users, processes acting on behalf of users, or devices.
  - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
  - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
  - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
  - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
  - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
  - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
  - (xii) Identify, report, and correct information and information system flaws in a timely manner.
  - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
  - (xiv) Update malicious code protection mechanisms when new releases are available.
  - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) *Other requirements.* This clause does not relieve the Subcontractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered subcontractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

## **GP-62 CONTRACTOR REQUIREMENTS DOCUMENT DOE O 221.1B, REPORTING FRAUD, WASTE AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL**

**Regardless of the performer of the work, the Subcontractor/Supplier is responsible for complying with the requirements of this Contractor Requirements Document (CRD). This flowed down applies to subcontracts with a value of \$5.5 million or more and with a period of performance of 120 days or longer.**

**SUBCONTRACTOR/SUPPLIER AND ITS SUBTIER SUBCONTRACTORS/SUPPLIERS MUST MEET THE FOLLOWING REQUIREMENTS.**

1. **GENERAL REQUIREMENTS.** Subcontractor/Supplier, and its Subtier Subcontractors/Suppliers, must not deter or dissuade employees from notifying an appropriate authority of actual or suspected violations of law, rule or regulation (including criminal acts under Title 18 of the United States Code, Crimes and Criminal Procedure); gross mismanagement; a gross waste of funds; serious threats to environment, safety, and health; and abuse of authority relating to DOE programs, operations, facilities, contracts, or information technology systems. Appropriate authorities include but are not limited to the Office of Inspector General (OIG), a supervisor, an Employee Concerns office, general counsel, security officials, the U.S. Government Accountability Office, outside law enforcement agency such as the Federal Bureau of Investigation (FBI) or State/local police. Subcontractor's/Supplier's, and its Subtier Subcontractors'/Suppliers', employees are not expected to report allegations based on mere suspicion or speculation. When in doubt, officials are encouraged to contact a local OIG representative to determine whether reporting is necessary.

Individuals who contact the OIG are not required to reveal their identity to the OIG. However, persons who report allegations are encouraged to identify themselves in the event additional questions arise as the OIG evaluates or pursues their allegations. Confidentiality for DOE Federal employees is established by the Inspector General Act of 1978, section 7(b), which prevents the OIG from disclosing the identity of a DOE Federal employee who reports an allegation or provides information, without the individual's consent, unless the OIG determines that disclosure is unavoidable during the course of the investigation. Because of their unique role within DOE, the OIG also applies this provision to DOE facility management contractor employees. All others who report allegations are not automatically entitled to confidentiality. Such individuals may request confidentiality, which will be evaluated on a case-by-case basis.

Individuals who contact the OIG are encouraged to provide relevant and specific details of the issue, including the identity of the person, company, or organization alleged to have engaged in wrongdoing; a description of the alleged impropriety; the DOE facility and program affected by the alleged misconduct; Contract/Subcontract numbers; date(s) of alleged wrongdoing; how the complainant is aware of the alleged impropriety; the identity of potential witnesses; and the identity and location of supporting documentation.

a. The following issues are exempt from reporting to the OIG:

(1) Threats of actual or imminent bodily injury or death (such as assault, arson, etc.). However, threats of actual or imminent bodily injury or death must be reported immediately to SRNS, site security, and Federal, State, or local law enforcement authorities in accordance with DOE or local site guidance.

(2) Information about espionage. Information regarding espionage, including approaches made by representatives of other Governments for the commission of espionage or the collection of information, must be reported to the Department's Deputy Director of Counterintelligence and SRNS Counterintelligence.

b. The following issues may be reported to the OIG, but are routinely referred to other appropriate authorities:

(1) Regulatory violations already submitted to or discovered by the Office of Enterprise Assessments;

(2) Professional disagreements of opinion;

(3) Non-compliance with internal office policies and procedures; policy disagreements;

(4) Security infractions;

(5) Employee grievances and disputes among employees;

(6) Prohibited personnel practices;

(7) Employee performance concerns, and minor conduct issues such as tardiness and other minor leave issues, insubordinate behavior and failure to follow instructions, and discourteous and unprofessional behavior;

(8) Failure to pay legitimate debts;

(9) Equal employment opportunity complaints (including sexual harassment complaints)

(10) Classification appeals (related to both documents and personnel positions)

(11) Theft of personal property; and

(12) Off-duty conduct that does not involve DOE funds, programs, operations, facilities, subcontracts, or information technology systems.

## 2. SPECIFIC CONTRACTOR REQUIREMENTS.

a. In accordance with Federal Acquisition Regulation (FAR) clause 52.203-13, the Contractor/Subcontractor/Supplier shall timely disclose, in writing, to the OIG whenever, in connection with the award, performance, or closeout of a DOE contract or any subcontract thereunder, the Contractor/Subcontractor/Supplier has credible evidence that a principal, employee, agent, or subtier subcontractor/supplier of the Contractor/Subcontractor/Supplier has committed:

(1) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the U.S. Code; or

(2) A violation of the civil False Claims Act, found in Title 31 of the U.S. Code.

b. Notify Subcontractor's/Supplier's and its Subtier Subcontractors'/Suppliers' employees annually of their duty to report actual or suspected violations of law, rule, or regulation outlined above.

c. Prominently display DOE OIG hotline posters within business segments performing work under a DOE Subcontract and at DOE work sites.

d. Subcontractor/Supplier and its Subtier Subcontractors'/Suppliers' personnel with appropriate authority may gather additional information prior to reporting the matter to the OIG, provided:

(1) relevant information and documents are not altered, destroyed or hidden, and

(2) personnel are not influenced in their recollection of events or discouraged or prohibited from contacting, or cooperating with, the OIG.

e. With the exceptions of traffic violations and thefts of personal property, ensure that criminal allegations or offenses involving DOE funds, programs, operations, facilities, subcontracts, or information technology systems that are reported to an outside law enforcement agency such as the FBI or state/local police are reported to the OIG within 3 business days of making or becoming aware of such a report to ensure timely and appropriate coordination among law enforcement agencies with DOE jurisdiction.

f. Ensure that no nondisclosure policy, directive, form, or agreement is implemented or enforced that restricts Subcontractor's/Supplier's and its Subtier Subcontractors'/Suppliers' employees from reporting information about actual or suspected violations of law, statute, or regulation involving fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement to the OIG.

g. Ensure that no Subcontractor/Supplier and its Subtier Subcontractor/Supplier employee with authority takes or threatens to take any action against any Subcontractor/Supplier and its Subtier Subcontractor/Supplier employee as a reprisal for making a whistleblower complaint or disclosing information in support of a whistleblower complaint to a supervisor, management official, the OIG or other appropriate authority.

h. Report to the OIG any credible evidence, including a credible statement from the alleged victim, that reprisal action is being or has been taken, or is threatened to be taken, against a Subcontractor/Supplier and its Subtier Subcontractor/Supplier employee for making a complaint or disclosing information to a supervisor, management official, the OIG, or other appropriate authority.

#### **GP-63 CONTRACTOR REQUIREMENTS DOCUMENT DOE O 221.2A, COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL**

The subcontractor/supplier and their subtier subcontractors must meet the following requirements.

##### **1. GENERAL REQUIREMENTS.**

Subcontractors/suppliers must ensure that their employees and subtier subcontractors cooperate fully and promptly with requests from the Office of Inspector General (OIG) for information and data relating to DOE programs and operations.

##### **2. SPECIFIC REQUIREMENTS.** Subcontractors/suppliers must ensure that all their employees and subtier subcontractors understand that they must:

- a. comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements.
- b. not impede or hinder another employee's or subtier subcontractor's cooperation with the OIG.
- c. ensure that reprisals are not taken against DOE contractor or SRNS employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

#### **GP-64 DOE O 486.1A, FOREIGN GOVERNMENT SPONSORED OR AFFILIATED ACTIVITIES**

*Note: This article applies to Research & Development or Demonstration subcontracts, at any tier, to the extent necessary to ensure the subcontractor's/supplier's or subtier subcontractors' compliance with the requirements, where the subcontractor's/supplier's or subtier subcontractors' work within the scope of the Subcontract is performed on or at a Department of Energy of Energy (DOE)/National Nuclear Security Administration (NNSA) site/facility, including DOE/NNSA/contractor leased space.*

Regardless of the performer of the work, the subcontractor/supplier is responsible for complying with the requirements of this article. The definitions found in Attachment 2 to DOE O 486.1A, referenced in and made a part of this article, provide information applicable to subcontracts in which this article is inserted. The Subcontractor/supplier is responsible for flowing down the requirements of this DOE Order and article to subtier subcontractors, at any tier, to the extent necessary to ensure compliance.

Subcontractor personnel participation in any Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk is prohibited. Subcontractor Employee participation in any Other Foreign Government Sponsored or Affiliated Activity is restricted.

1. The Subcontractor shall be required to complete a PF-249 Certification form prior to execution of a subcontract, including any subsequent modifications; and on a recurring annual basis.
2. In addition to the PF-249 Certification Form the Subcontractor shall immediately notify SRNS upon identification or notification it or any of its personnel/subtiers are involved with A Foreign Government Sponsored Talent Program or Other Government Sponsored or Affiliated Activity.
3. The Subcontractor shall cooperate with SRNS/DOE to determine if any disclosed or otherwise identified activity falls within the boundaries of prohibited and/or restricted activities.
4. Upon notification to SRNS of potential activity the Subcontractor recognizes it may be required to stop performance of work under the subcontract during the investigatory period until a final determination is made and/or approval is granted by DOE, including a decision on any exemption request. The Subcontractor specifically acknowledges that in the event it is required to delay performance of work as a result of compliance with this clause this may qualify as grounds for termination for cause in accordance with this agreement.

*(This article applies to Advisory and Assistance services, and all other service and material subcontracts. Exceptions to this requirement are Strategic Agreement auto-sourced purchase orders and purchase orders placed through Vinimaya; however, Organizational Conflicts of Interest (OCI) determinations must be addressed for Strategic Agreements and at the Basic Ordering Agreement(BOA) and Task Order Authorization (TOA) level for services. Pcard orders and purchase orders equal to or less than the micro-purchase threshold are exempt from this requirement.)*

#### **GP-65. ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)**

DEAR 952.209-72

(a) Purpose. The purpose of this clause is to ensure that the subcontractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this subcontract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this subcontract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the subcontractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as “subcontractor”) in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Subcontractor’s Work Product.

(i) The subcontractor shall be ineligible to participate in any capacity in SRNS, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the subcontractor’s performance of work under this subcontract for a period of (Subcontractor/Supplier see Request for Proposal/Request for Quote article and reference DEAR 909.507–2) years after the completion of this subcontract. Furthermore, unless so directed in writing by the Procurement Representative, the subcontractor shall not perform any advisory and assistance services, or all other services and materials, work under this subcontract on any of its products or services or the products or services of another firm if the subcontractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the subcontractor from competing for follow-on subcontracts for advisory and assistance services or all other services and materials.

(ii) If, under this subcontract, the subcontractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the subcontractor from offering or selling its standard and commercial items to SRNS.

(2) Access to and use of information. (i) If the subcontractor, in the performance of this subcontract, obtains access to information, such as SRNS plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the subcontractor agrees that without prior written approval of the Procurement Representative it shall not:

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for SRNS based on such information for a period of six (6) months after either the completion of this subcontract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to SRNS which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by SRNS.

(ii) In addition, the subcontractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this subcontract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The subcontractor may use technical data it first produces under this subcontract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this subcontract.

(c) Disclosure after award. (1) The subcontractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this subcontract, occur during the performance of this subcontract, it shall make an immediate and full disclosure of such changes in writing to the Procurement Representative. Such disclosure may include a description of any action which the subcontractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. SRNS may, however, terminate the subcontract for convenience if it deems such termination to be in the best interest of SRNS.

(2) In the event that the subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Procurement Representative, SRNS may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Procurement Representative may terminate the subcontract for default, disqualify the subcontractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this subcontract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the Procurement Representative and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of SRNS, the Procurement Representative may grant such a waiver in writing.

(End of clause)

ALTERNATE I: In accordance with 909.507-2 and 970.0905, include the following alternate in the specified types of subcontracts.

(f) Subcontracts. (1) The Procurement Representative subcontractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts in accordance with FAR part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 37.201. The terms “subcontract,” “subcontractor,” and “Procurement Representative” shall be appropriately modified to preserve SRNS’ rights.

(2) Prior to the award under this subcontract for advisory and assistance services or all other service and material subcontracts, the Procurement Representative shall obtain from the proposed subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the subcontractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Procurement Representative. If the conflict cannot be avoided or neutralized, the Procurement Representative must obtain the approval of the DOE contracting officer prior to entering into the subcontract.

**GP-66. ENSURING ADEQUATE COVID SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS  
(OCT 2021) (Deviation)**

**FAR 52.223-99**

*(This clause applies to solicitations and subcontracts for services or any subcontract with Service Contract Act/Wage Determination components, including construction, solicitations, and orders placed under existing indefinite-delivery subcontracts. It does not apply to orders under the simplified acquisition or only for the provision/manufacturing of products.)*

**(a) Definition. As used in this clause -**

**United States or its outlying areas means—**

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The subcontractor/supplier shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this subcontract, for subcontractor/supplier workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>. By acknowledgement of this subcontract, the Subcontractor is certifying they that they will be in compliance with the Task Force Guidance and are flowing down this Task Force Guidance to their sub tiers. The 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 subcontract further its parts of this SRNS subcontract.

(d) In addition to FAR 52.223-99:

1. Subcontractors performing onsite work at SRNS must be fully vaccinated before being allowed on site, to include the badging process, by November 30, 2021, or by the subcontract period of performance start date and may be required to show proof of vaccination upon request.

2. For those subcontractors/suppliers requiring site access that are requesting an exemption, submit the request to [COVID.Exemptions@srs.gov](mailto:COVID.Exemptions@srs.gov) for medical exemptions and/or to [HRPolicy@srs.gov](mailto:HRPolicy@srs.gov) for religious exemption considerations at the time of solicitation. Exemption forms are available at SCM external web page located at [SRS - SRNS General Provisions and Related Documents](#). The requests for Subcontractor employees requesting exemptions will require SRNS approval or concurrence if their work is performed on site.

**GP-67. ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014)****DEAR 970.5204-3**

*Include the requirements of this clause in all subcontracts that contain the Integration of Environment, Safety and Health into Work Planning and Execution clause at 952.223-71 or, the Radiation Protection and Nuclear Criticality clause at 952.223-72.*

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the Subcontractor/Supplier in its performance of this subcontract, including records series described within the subcontract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 CFR, Chapter XII, Subchapter B, "Records Management." The Subcontractor/Supplier shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."

(b) Subcontractor/Supplier-owned records. The following records are considered the property of the Subcontractor/Supplier and are not within the scope of paragraph (a) of this clause. [The Contracting Officer shall identify which of the following categories of records will be included in the clause, excluding records operated and maintained in DOE Privacy Act system of records].

The Contracting Officer has identified the following categories of records in the table below to be included in this article. They shall be submitted by the Subcontractor/Supplier to the Subcontractor Technical Representative (STR) who will submit to EDWS.

Record Type	Records Appropriate for Inclusion	Method of Storage
Subcontractor work related medical records (ref. DOE-33)	<p>A. Name, SSN/Employee ID</p> <p>B. Medical History on Subcontractor Employees- MSP evaluation results prior to working at SRS</p> <p>C. MSP evaluation results while working at SRS (based upon hazard assessment)</p> <p>D. Medical monitoring results as result of unplanned exposure events</p> <p>E. Subcontractor employee-completed health questionnaires not resulting from medical examination (e.g., Investigation)</p>	EDWS
Subcontractor occupational monitoring records associated with chemical, biological, and physical hazards	<p>A. Name, Employee ID</p> <p>B. IH Monitoring results, Laboratory Analysis with associated calibration data relevant to instruments used to collect and analyze sampling data</p>	EDWS

(1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, excluding records operated and maintained by the Contractor in Privacy Act system of records. Employee-related systems of record may include, but are not limited to: Employee Relations Records (DOE-3), Personnel Records of Former Contractor Employees (DOE5), Payroll and Leave Records (DOE-13), Report of Compensation (DOE-14), Personnel Medical Records (DOE-33), Employee Assistance Program (EAP) Records (DOE-34) and Personnel Radiation Exposure Records (DOE-35).

(2) Confidential Subcontractor/Supplier financial information, internal corporate governance records and correspondence between the Subcontractor/Supplier and other segments of the Subcontractor/Supplier located away from the DOE facility (i.e. the Subcontractor's/Supplier's corporate headquarters);



(3) Records relating to any procurement action by the Subcontractor/Supplier, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and Part 970 - DOE Management and Operating Contracts [https://www.acquisition.gov/print/24896 83/177](https://www.acquisition.gov/print/24896%2083/177);

(4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and

(5) The following categories of records maintained pursuant to the technology transfer clause in the SRNS/DOE Contract:

(i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.

(ii) The subcontractor's/supplier's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.

(iii) Patent, copyright, mask work, and trademark application files and related Subcontractor/Supplier invention disclosures, documents, and correspondence, where the Subcontractor/Supplier has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

(c) Subcontract completion or termination. Upon subcontract completion or termination, the subcontractor/supplier shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor subcontractor/supplier, its designee, or other destinations, as directed by SRNS. Upon the request of the SRNS and/or Government, the subcontractor/supplier shall provide either the original subcontractor-owned records or copies of the records identified in paragraph (b) of this clause, to SRNS or its designees, including, but not limited to, DOE or a successor contractor to SRNS. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the Subcontractor/Supplier chooses to provide its original subcontractor-owned records to the Government or its designee, the Subcontractor/Supplier shall retain future rights to access and copy such records as needed.

(d) Inspection, copying, and audit of records. All records acquired or generated by the Subcontractor/Supplier under this subcontract in the possession of the Subcontractor/Supplier, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government, SRNS, or their respective designees at all reasonable times, and the Subcontractor/Supplier shall afford the Government, SRNS, or their designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the DOE Contracting Officer or SRNS Procurement Representative, the Subcontractor/Supplier shall deliver such records to a location specified by the DOE Contracting Officer or SRNS Procurement Representative for inspection, copying, and audit. The Government, SRNS, and their respective designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(e) Applicability. This clause applies to all records created, received and maintained by the Subcontractor/Supplier without regard to the date or origination of such records including all records acquired from a predecessor Subcontractor/Supplier.

(f) Records maintenance and retention. Subcontractor/Supplier shall create, maintain, safeguard, and disposition records in accordance with 36 CFR Chapter XII, Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the Subcontractor/Supplier. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the subcontract, the Government, or SRNS, exercises rights under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.