

SRNS-MS-2008-00021
Revision 28
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**COMMERCIAL TERMS AND CONDITIONS
FOR DEMOLITION AND REMOVAL
SUBCONTRACTS
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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SECTION A

APPLICABLE TO ALL TRANSACTIONS

A.1 DEFINITIONS

The following terms shall have the meanings below:

- A. Government means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.
- B. SRNS means Savannah River Nuclear Solutions, LLC (SRNS), under its prime contract with DOE.
- C. Item includes “commercial item”, “commercial component”, and “service” as defined in FAR 52.202-1.
- D. "Services" shall mean labor, direction of labor, production of technical information, consulting services or any other services furnished by

- Subcontractor/Supplier and its Subcontractors/Suppliers under this Subcontract.
- E. "Subcontractor/Supplier" shall mean any Subcontractor/Supplier of any tier who supplies goods and/or services to Subcontractor/Supplier in connection with Subcontractor's/Supplier's obligations under this Subcontract.
- F. "Work" shall mean Supplies, Services, and Subcontractor/Supplier Data provided by Subcontractor/Supplier and its Subcontractors/Suppliers and all work performed with respect thereto, pursuant to this Subcontract.
- G. "SRNS Procurement Representative" shall mean a person with the authority to execute, administer, terminate the Subcontract and make related determinations and findings. The term includes certain authorized representatives of the SRNS Procurement Representative acting within the limits of their authority as delegated by the Procurement Representative.
- H. “Covered Funds” means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.
- I. “Non-Federal Employer” means any employer with respect to Covered Funds – the contractor or Subcontractor/Supplier, as the case may be, if the contractor or Subcontractor/Supplier is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or Subcontractor/Supplier receiving the funds and any contractor or Subcontractor/Supplier of the State or local government; and does not mean any department, agency, or other entity of the federal government.

A.2 DISPUTES

Subcontractor/Supplier 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 by SRNS.

Subcontractor/Supplier shall not be entitled to and neither SRNS, nor the Government shall be liable to Subcontractor/Supplier or its lower-tier Subcontractors/Suppliers or Subcontractors/Suppliers for damages 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/Supplier 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/Supplier believes SRNS is liable.

If for any reason Subcontractor/Supplier and SRNS are unable to resolve a claim for an adjustment, Subcontractor/Supplier 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/Supplier shall be clearly identified by reference to this clause and shall summarize the facts in dispute and Subcontractor's/Supplier's proposal for resolution.

SRNS shall, within thirty (30) days of any request by Subcontractor/Supplier, 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/Supplier's acceptance of SRNS's 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'S final determination.

If SRNS's final determination is not accepted by Subcontractor/Supplier, 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'S 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.

A.3 ORDER OF PRECEDENCE

- A. In the event of an inconsistency between the provisions of this Subcontract, the inconsistency shall be resolved by giving precedence as follows:
 - (1) Subcontract;
 - (2) These Terms and Conditions; and
 - (3) Other provisions of this Subcontract, whether incorporated by reference or otherwise.
- B. Wherever references are made in this Order to standards or codes in accordance with which the Work under this Order is to be performed, the edition or revision of the standards or codes current on the effective date of this Order shall apply unless otherwise expressly stated in the specifications and drawings. In case of conflict between any reference standards and codes and any Order Document, the latter shall govern.
- C. Subcontractor/Supplier shall perform all Work pursuant to this Order as an independent contractor. If any part of the Work is subcontracted, Subcontractor/Supplier is responsible for having that subcontracted Work comply with the terms of this Order. No act or order of SRNS shall be determined to be an exercise of supervision or control of performance hereunder. No provision of this Order and no action taken by SRNS under this Order shall be construed to make or constitute SRNS the employer or joint employer of any of the employees of Subcontractor/Supplier or any Subcontractor/Supplier.

A.4 ADMINISTRATION AND ASSIGNMENT

SRNS shall make payments under this Subcontract from funds advanced by the Government and agreed to be advanced by DOE, and not from its own assets. This Subcontract may be assigned by SRNS to DOE or its designee, and in case of such transfer and notice thereof to the Subcontractor/Supplier, SRNS shall have no further responsibilities hereunder. The Subcontractor/Supplier shall not assign rights or obligations to third parties without the prior written electronic consent of SRNS. However, the Subcontractor/Supplier may assign rights to be paid amounts due or to become due to a financing

institution if SRNS is promptly furnished written electronic notice and a signed copy of such assignment. Payments to an assignee shall be subject to set off or recoupment for any present or future claims of SRNS against the Subcontractor/Supplier.

A.5 PAYMENT BY ELECTRONIC FUNDS TRANSFER

A. Methods of Payment:

- (1) All payments by SRNS under this Subcontract shall be made by Electronic Funds Transfer (EFT) except as provided in Paragraph A.2 of this Provision. As used in this provision, the term "EFT" refers to the funds transfer and may include the payment information transfer.
- (2) In the event SRNS is unable to release one or more payments by EFT, Subcontractor/Supplier 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/Supplier's EFT Information.

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

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/Supplier. 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 this Subcontract.

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

E. Payment Information.

On the day payment on Subcontractor's/Supplier's invoice is due, SRNS will issue instructions to its bank to transfer payment to Subcontractor/Supplier, and will also send a FAX to Subcontractor/Supplier explaining the details to support the payment. Subcontractor/Supplier shall issue electronically all invoices directly to Accounts Payable via the **SRNS-ACCTSPAY@srs.gov** email account. Subcontractor/Supplier shall include banking information on each invoice submitted to facilitate proper EFT. The Subcontractor/Supplier shall include on the invoice the Subcontractor/Supplier name; invoice date; subcontract/purchase order number; vendor invoice number, account number, and/or any other identifying number agreed to by subcontract; description (including, for example, subcontract line/subline number), unit price and quantity of goods and services rendered per specific line item and line item sub-total cost; subcontract name (where practicable), title and telephone number; other substantiating documentation or information required by the subcontract.. 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/Supplier's EFT information incorrectly, SRNS remains responsible for -
 - (i) Making a correct payment; and
 - (ii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because Subcontractor's/Supplier's EFT information was incorrect, or was

revised within 30 days of SRNS release of the EFT payment transaction instructions to the bank, and;

- (i) If the funds are no longer under the control of the payment office, SRNS is deemed to have made payment and the Subcontractor/Supplier is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, SRNS shall not make payment and the provisions of paragraph D shall apply.

A.6 SOUTH CAROLINA TAX REQUIREMENTS FOR NONRESIDENTS

Non-resident Subcontractors/Suppliers conducting a business or performing personal services of a temporary nature within South Carolina are required to register with the South Carolina Department of Revenue in accordance with Title 12 of the Code of Laws of South Carolina, sections 12-8-540 & 12-8-550. Proof of registration must be submitted to ASG@srs.gov and the SRNS Procurement Representative prior to award.

A.7 TERMINATION FOR CONVENIENCE

SRNS reserves the right to terminate this Subcontract, or any part hereof, for its sole convenience. In the event of such termination, the Subcontractor/Supplier shall immediately stop all work hereunder and shall immediately cause any and all of its Subcontractors and Suppliers to cease work. Subject to the terms of this Subcontract, the Subcontractor/Supplier shall be paid a percentage of the Subcontract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Subcontractor/Supplier can demonstrate to the satisfaction of SRNS using its standard record keeping system, have resulted from the termination. The Subcontractor/Supplier shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

A.8 TERMINATION FOR CAUSE

- A. SRNS may terminate this Subcontract, or any part hereof, for cause in the event of any default by the Subcontractor/Supplier, or if the Subcontractor/Supplier fails to comply with any Subcontract terms and conditions, or fails to provide SRNS, upon request, with adequate assurances of future performance. In the event of termination for cause, SRNS shall not be liable to the Subcontractor/Supplier for any amount for supplies or services not accepted, and the

Subcontractor/Supplier shall be liable to SRNS for any and all rights and remedies provided by law. If it is determined that SRNS improperly terminated this subcontract for default, such termination shall be determined to be a termination for convenience.

- B. Subcontractor/Supplier shall not be liable to SRNS for delays in performance occasioned by causes beyond Subcontractor's/Supplier's reasonable control and without its fault or negligence, including but not limited to acts of God or of the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of Subcontractor's/Supplier's suppliers at any tier. However, the delays of Subcontractor's/Supplier's suppliers at any tier must be proved to be beyond the control of both Subcontractor/Supplier and its Subcontractors/Suppliers and without fault or negligence of either
- C. The rights and remedies of SRNS in this clause are in addition to any other rights and remedies provided by law or under this Subcontract.

A.9 BANKRUPTCY

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

A.10 TAXES

Subcontractor/Supplier shall not collect an increment for South Carolina sales or use tax from SRNS for the items provided under this Subcontract beyond such taxes paid by the Subcontractor/Supplier to its Subcontractors/Suppliers. The Subcontract price includes all applicable federal, state, and local taxes and duties.

A.11 CHANGES

- A. SRNS may, at any time, without notice to the sureties, by written electronic Change Order, unilaterally make any change in the Work within the general scope of this Subcontract, including but not limited to changes:
 - (a) In the specifications;
 - (b) In the method, manner, or sequence of Subcontractor/Supplier Work;

- (c) In the Government or SRNS furnished facilities, equipment, materials, services or site(s);
 - (d) Directing acceleration or deceleration in the performance of the Work; and
 - (e) Modifying the Subcontract Schedule or the Subcontract Milestones.
- B. In addition, in the event of an emergency which SRNS determines endangers life or property, SRNS may use oral orders to Subcontractor/Supplier for any work required by reason of such emergency. Subcontractor/Supplier shall commence and complete such emergency work as directed by SRNS. Such orders will be confirmed by Change Order.
- C. All other changes that are outside the general scope of this Subcontractor/Supplier that relate to provisions not enumerated above shall be by written electronic bilateral modification.
- D. If at any time Subcontractor/Supplier believes that acts or omissions of SRNS, or the Government constitute a change to the Work not covered by a Change Order, Subcontractor/Supplier 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 writing.
- E. 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, and Subcontractor/Supplier timely requests an equitable adjustment, an equitable adjustment shall be made, and the Subcontract modified accordingly. However, Subcontractor/Supplier shall not be entitled to and neither SRNS nor the Government shall be liable to Subcontractor/Supplier or its lower-tier Subcontractors/Suppliers 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.
- F. For any change, whether directed or constructive, the Subcontractor/Supplier 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 notification of such intent and within a further ten (10) calendar days, pursuant to the article titled "PRICING OF ADJUSTMENTS", submit to SRNS a electronically a proposal setting forth the nature, schedule impact and monetary extent of

such claim in sufficient detail to permit thorough analysis and negotiation.

- G. Additional cost or damages recoverable by Subcontractor/Supplier for any claim for acceleration allowable under this Subcontract shall be limited to additional costs incurred by Subcontractor/Supplier 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.
- H. Any delay by Subcontractor/Supplier in giving notice or presenting a proposal for adjustment under this clause shall be grounds for rejection of the claim if and to the extent SRNS or the Government are prejudiced by such delay. In no case shall a claim by Subcontractor/Supplier be considered if asserted after final payment under this Subcontract.
- I. Failure by SRNS and Subcontractor/Supplier to agree on any adjustment shall be a dispute within the meaning of the term and condition titled "DISPUTES." However, Subcontractor/Supplier 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.

A.12 SUSPENSION

- A. SRNS may, by written electronic notice to Subcontractor/Supplier, 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/Supplier shall, unless the notice requires otherwise:
 - (a) Immediately discontinue Work on the date and to the extent specified in the notice,
 - (b) 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,
 - (c) 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,
 - (d) Continue to protect and maintain the Work including those portions on which Work has been suspended, and
 - (e) Take any other reasonable steps to minimize costs associated with such suspensions.
- B. As full compensation for such suspension, Subcontractor/Supplier 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/Supplier during the period of Work suspension, which standby charge shall be sufficient to compensate Subcontractor/Supplier 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/Supplier's plant, forces and equipment, and
 - (c) An equitable amount to reimburse Subcontractor/Supplier for the cost of maintaining and protecting that portion of the Work upon which performance has been suspended.
- C. Upon receipt of notice to resume suspended Work, Subcontractor/Supplier shall immediately resume performance under this Subcontract to the extent required in the notice.
- D. If the Subcontractor/Supplier intends to assert a claim for equitable adjustment under this clause, it must, within ten (10) calendar days after receipt of notice to resume Work, 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/Supplier non-compliance with the requirements of this Subcontract.

A.13 SUBCONTRACTOR'S/SUPPLIER'S LIABILITY FOR FINES AND PENALTIES

- A. Subcontractor/Supplier is liable to SRNS for all fines and penalties assessed by any governmental entity against SRNS or DOE as a result of Subcontractor's/Supplier's failure to perform its work under this Subcontract in compliance with the requirements of this Subcontract.
- B. Subcontractor/Supplier shall indemnify, defend and hold harmless SRNS and DOE from and against any and all claims, demands, actions, causes of action, suits, damages, expenses, including attorney's fees, and liabilities whatsoever resulting from or arising in any manner on account of the assessment of said fines and penalties against SRNS or DOE.

A.14 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.

A.15 SUPPLIER REGISTRATION

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 52.2047 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.

A.16 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.

A.17 INCORPORATION BY REFERENCE

This Subcontract incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) provisions incorporated by reference, "Contractor" means Subcontractor/Supplier and "Contracting Officer" means SRNS Procurement Representative. SRNS (except in instances when it is not applicable or appropriate).

The following clauses, as well as others that may be specified in these Terms and Conditions, are incorporated by reference:

- (1) FAR 52.222-26, Equal Opportunity (APR 2002)
- (2) FAR 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
- (3) FAR 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)
- (4) 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.

- (5) FAR 52.222-54, Employment Eligibility Verification (Jan 2009) *This clause is applicable if Order exceeds \$3,000. This clause applies only with respect to the following: ((1) Is for – (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction; (2) Has a value of more than \$3,000; and (3) Includes work performed in the United States.) (Jan 2009))*
- (6) FAR 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). *This Clause is applicable if Order exceeds \$100,000.*
- (7) FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (8) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products.
- (9) FAR 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.
- (10) FAR 52.223-17, Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.
- (11) FAR 52.223-19, Compliance with Environmental Management Systems.
- (12) FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower rights
- (13) FAR 52.242-15, STOP WORK (AUG 1989)
- (14) FAR 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
- (15) FAR 52.222-21, Prohibition of Segregated Facilities

FAR clauses may be accessed electronically at <http://www.arnet.gov/far>. DEAR clauses can be found at <http://www.professionals.pr.doe.gov>.

A.18 PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a Subcontract adjustment pursuant to the Term and Condition titled "CHANGES", or any other provision of this Subcontract, such costs, upward or downward,

shall be submitted by Subcontractor/Supplier in the form of a lump sum proposal on SRNS'S forms "Change Order Proposal Summary" and "Proposal Detail Worksheet".

The proposal shall include an itemized breakdown of all increases or decreases in at least the following detail:

- A. Direct Labor. Charges for labor furnished and used by Subcontractor/Supplier shall be allowable for all manual classifications up to and including foremen. Charges shall not be included for superintendents, assistant superintendents, general foreman, surveyors, office personnel, timekeepers, and maintenance mechanics; these costs are recovered in the overhead and profit rates established by this clause. Labor rates used to calculate the costs shall be those rates in effect during accomplishment of the changes.

Direct labor costs shall include, in addition to direct payroll costs, payroll taxes, insurance, vacation allowance, subsistence, travel time, overtime premium and any other payroll additives required to be paid by Subcontractor/Supplier by law or labor agreement(s),

- B. Equipment. Charges shall be allowable for the rental and operation of all equipment furnished and used by Subcontractor/Supplier, except for equipment or tools with a new cost at point of origin of Five Hundred Dollars or less each, which are determined to be covered in the overhead and profit rates established by this clause.

For Subcontractor/Supplier-owned equipment, reasonable equipment charges shall be allowed in accordance with the following:

1. Rental rates as agreed upon in the Subcontract; or
2. Rental rates not greater than seventy percent (70%) of Data Quest Blue Book daily rental rates applicable for the period of performance of the change; and
3. Appropriately discounted to stand-by rates for idle time reasonably required.

When the operated use of equipment is infrequent and, as determined by SRNS, such equipment need not remain at the work site continuously, charges shall be limited to actual hours of use. Equipment not operating but retained at the

location of changes at SRNS'S direction shall be charged at the standby rate.

For Rental Equipment not owned by Subcontractor/Supplier, charges will be computed based on actual invoice cost.

For the cost of both rented and owned to be allowable, Subcontractor/Supplier must justify and SRNS agree that the individual pieces of equipment are needed, are appropriate for the work, and that the mobilization costs are allocable to the change.

- C. Materials. Approved incurred costs for material incorporated into the changed Work or required for temporary construction facilities made necessary by the change shall be allowable at net cost delivered to the job site.

- D. Overhead, Profit and All Other Costs. Overhead, profit and markup percentages included in the proposal, shall include, but not be limited to, insurance, use of small tools, incidental job burdens, and general home and field office expense. No percentages for overhead, profit or lower-tier markup will be allowed on employment taxes under FICA and FUTA.

The maximum percentage for the overhead, profit and markup shall not exceed those shown below.

For work subcontracted to a lower-tier by Subcontractor/Supplier, the proposal submitted to SRNS shall only include one overhead percentage and one profit percentage in addition to Subcontractors/Suppliers markup. No more than these three percentages will be allowed regardless of the number of tiers of Subcontractors/Suppliers. The lower-tier's percentage of overhead and profit shall not exceed those shown below.

Allowable percentages on changes for direct hire work will not exceed the following: 10 percent overhead and 10 percent profit on the first \$20,000; 7.5 percent overhead and 7.5 percent profit on the next \$30,000; and 6.75 percent overhead and 6.75 percent profit on balance over \$50,000. Profit shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs.

The prime Subcontractor's/Supplier's fee on work performed by Lower-tier

Subcontractors/Suppliers will be based on the net increased cost to the prime Subcontractor/Supplier as applicable. Allowable fee on changes will not exceed the following: 8 percent fee on the first \$20,000; 5.5 percent fee on the next \$30,000; and 2 percent fee on balance over \$50,000.

A.19 SUBCONTRACTING

- A. Subcontractor/Supplier shall not subcontract all or substantially all of the Work without the prior written electronic approval of SRNS. This provision shall not apply to purchases of standard commercial articles or raw materials on which Subcontractor/Supplier shall perform further work.
- B. When the use of a Subtier Subcontractor/Supplier is determined to be necessary, the Prime Subcontractor/Supplier is responsible to flow down those Technical and Quality requirements 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 Order/Subcontract package. The Prime Subcontractor/Supplier is furthermore responsible to flow down all commercial Terms and Conditions, including articles incorporated by reference, to all Subtier Subcontractors/Suppliers, which includes verification that the Subtier Subcontractor/Supplier has been appropriately qualified to perform the activities required to satisfy this procurement. The Prime Subcontractor/Supplier must maintain objective evidence of the successful flow down of the referenced requirements and provide such evidence to SRNS upon request. This flow down is also required at all levels if the Subtier Subcontractor/Supplier to the Prime Subcontractor/Supplier deems it necessary to subcontract further its parts of this SRNS contract.
- C. When NQA-1 is invoked as the governing quality standard, the Prime Subcontractor/Supplier and applicable Subtier Subcontractors/Suppliers shall be required to meet the Part 1 Requirements (Sections 100 through 900, as determined to be applicable) in the Procurement document. NQA-1 Part II will be invoked at the discretion of SRNS and will be detailed via the Procurement documents, and if invoked, must be flowed down from the Prime

Subcontractor/Supplier to its applicable Subtier Subcontractors/Suppliers at all levels. If the Prime Subcontractor/Supplier or its Subtier Subcontractors/Suppliers intends to upgrade materials by way of a Commercial Grade Dedication Process, SRNS must be notified of this intent and the Subcontractor's/Supplier's process verified and approved prior to dedicating any material associated with an SRNS procurement.

- D. The SRNS Procurement Representative is to be notified in writing, within five working days of any changes within your company as identified below:

- Key quality personnel to include as a minimum:
- Quality Assurance/Quality Control Manager
- Assistant Assurance/Quality Manager Quality Control
- Other critical Assurance/Quality personnel Quality Control
- 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 Subcontractors/Suppliers.

A.20 EXPORT CONTROL

- A. U. S. Government property purchased or acquired under this Subcontract may or may not be authorized for export from the U.S. to a foreign country. If export is allowed, the Subcontractor/Supplier is solely responsible for obtaining all required clearances or approvals. The Subcontractor/Supplier also is required to pass on this information and any other DOE-provided export control guidance if the property is resold (including domestic retransfers) or otherwise disposed.

- B. The use, disposition, export and re-export of the property is subject to all applicable U.S. laws and regulations, including the Atomic Energy Act of 1954, as amended; the Arms Export Control Act (22 USC 2751 et seq.); the Export Administration Act of 1979 (560 USC Append 2401 et seq.); DOE Regulations (10 CFR Part 810); International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.); and the Espionage Act (37 USC 791 et seq.) which among other things, prohibit:
- (1) The making of false statement and concealment of any material information regarding the use or disposition, export or re-export of the property; and
 - (2) Any use of disposition, export or re-export of the property which is not authorized in accordance with the provisions of this Subcontract.

A.21 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- A. Subcontractor/Supplier 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.
- B. The failure of Subcontractor/Supplier to acquaint itself with any applicable conditions will not relieve Subcontractor/Supplier of the responsibility for properly estimating either the difficulties or the cost of successfully performing Subcontractor's/Supplier's obligations under this Subcontract.
- C. 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/Supplier. 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.

A.22 DIFFERING SITE CONDITIONS (APR 1984)

FAR 52.236-2 (Subcontractor/Supplier shall notify SRNS within 24 hours of occurrence.)

A.23 PERFORMANCE BOND

- A. The Subcontractor/Supplier shall furnish a performance bond for the protection of SRNS and the Government in an amount equal to 100 percent of the value of this Subcontract.
- B. The Subcontractor/Supplier shall furnish all executed bonds, including any necessary reinsurance agreements, to the Procurement Representative, within 10 days after Notice of Award, but in any event, before starting work.
- B. SRNS may require additional performance bond protection when the value of this Subcontract is increased. SRNS may secure additional protection by directing the Subcontractor/Supplier to increase the penal amount of the existing bond or to obtain an additional bond.
- C. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States.

A.24 APPROVALS

The approval by SRNS of designs, work drawings, specifications, reports, or any other data submitted by Subcontractor/Supplier hereunder shall not affect or relieve Subcontractor/Supplier from any responsibility to furnish said items in full

conformance with the requirements of this Subcontract.

**A.25 HAZARDOUS MATERIAL
IDENTIFICATION AND MATERIAL
SAFETY DATA**

- A. Subcontractor/Supplier agrees to submit a Safety Data Sheet (for all hazardous materials/chemicals to the SRNS Procurement Representative/STR for approval before chemical is brought onto SRS. This obligation applies to all materials delivered under this Subcontract which will involve exposure to hazardous materials/chemicals or items containing these materials/chemicals.
- B. All chemical containers shall be clearly labeled per OSHA standards. Chemicals not in an original container shall also be properly labeled with the product name and hazard markings per the Safety Data Sheet on file. Immediate use containers such as painter's pail, etc., are exempt from labeling requirements.
- C. Neither the requirements of this article nor any act or failure to act by SRNS or the Government shall relieve Subcontractor/Supplier of any responsibility or liability for the safety of SRNS, Government, Subcontractor/Supplier, or Subcontractor/Supplier personnel or property.
- D. Subcontractor/Supplier shall comply with applicable Federal, state, and local laws, codes, ordinances, and regulations (including the acquisition of licenses and permits) in connection with hazardous materials/chemicals.
- E. The Government and SRNS's rights in data furnished under this Subcontract with respect to hazardous materials/chemicals are as follows:
 - (1) To use, duplicate, and disclose any data to which this article is applicable. The purposes of this right are to (i) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials/chemicals; (ii) obtain medical treatment for those affected by the material/chemical; and (iii) have others use, duplicate, and disclose the data for SRNS and the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this article, in accordance with subparagraph E (1) above, takes precedence over any other article of this Subcontract providing for rights in data.
 - (3) That SRNS and the Government are not precluded from using similar or identical data acquired from other sources.
 - (4) That the data shall not be duplicated, disclosed, or released outside of SRNS or the

Government, in whole or in part for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this article applies: "This is furnished under United States Government Contract No. DE-AC09-08SR22470 and shall not be used, duplicated, or disclosed for any acquisition or manufacturing purpose without the permission of SRNS. This legend shall be marked on any reproduction of this data."

- (5) That Subcontractor/Supplier shall not place the legend or any other restrictive legend on any data which
 - (i) Subcontractor/Supplier or any Subcontractor/Supplier previously delivered to SRNS or the Government without limitations or
 - (ii) Should otherwise be delivered without limitations.
- F. Subcontractor/Supplier shall insert this article, including this paragraph F, with appropriate changes in the designation of the parties, in Subcontracts at any tier (including purchase designations or purchase orders) under this Subcontract involving hazardous materials/chemicals.

A.26 COMPLIANCE

- A. Subcontractor/Supplier shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations, including new provisions of 10 CFR 851 relating to Health and Safety. Compliance shall be a material requirement of this subcontract.
- B. This Subcontractor/Supplier 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 Subcontractors/Suppliers to employ and advance in employment qualified individuals with disabilities.
- D. This Subcontractor/Supplier 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 Subcontractors/Suppliers to employ and advance in employment qualified protected veterans.
- E. Subcontractor/Supplier - Staff Augmentation Services

(Paragraphs D – J applies to Staff Augmentation Services)

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

970.5223-1 Integration of Environment, Safety, and Health into Work Planning and Execution (DEC 2000) is incorporated into the subcontract by reference. Compliance by Subcontractor/Supplier to SRNS's Worker Safety and Health Program (WSHP) [as implemented by Integrated Safety Management System (ISMS)] shall satisfy the requirements of this DEAR clause and 10 CFR 851.

- F. The Subcontractor/Supplier employees shall take all reasonable precautions in the performance of work under this subcontract to protect the environment, safety and health of themselves, site employees and members of the public. SRNS procedures provide authority to call a time-out/stop work when unsafe conditions are observed and/or employee actions are likely to cause injury to them, other personnel, or cause damage to SRS property or the environment. Subcontractor/Supplier shall ensure that its employees are aware of this authority and understand they have the same authority as SRNS employees to call a timeout/ stop work while working at SRS. SRNS purchasing representative shall notify the Subcontractor/Supplier in writing of any noncompliance with the provisions of this article and corrective action to be taken.
- G. 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/Supplier.
- H. Medical results will be provided to the staff augmentation employees.

- I. The on-site Medical Surveillance program will be provided by SRNS Medical, or a 3rd party designee, based on the work scope hazards. The Subcontractor's/Supplier's corporate occupational medicine program must be in compliance with all other 10 CFR 851 requirements.

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

exposures, and
(13) Violations of procedures.

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

A.27 PERMITS AND LICENSES

Except as otherwise specified, Subcontractor/Supplier 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 SRNS or the Government, the Subcontractor/Supplier shall provide all reasonable assistance requested, including the providing of any necessary information or data.

A.28 PROGRESS

Subcontractor/Supplier shall give SRNS full information in advance as to its plans for performing each part of the Work. If at any time, Subcontractor's/Supplier's actual progress is inadequate to meet the requirements of this Subcontract, SRNS may so notify Subcontractor/Supplier who shall thereupon take such steps as may be necessary to improve its progress. If

within a reasonable period as determined by SRNS Subcontractor/Supplier does not improve performance to meet the currently approved Subcontract Schedule, SRNS may require an increase in Subcontractor's/Supplier'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's failure to issue such notice shall relieve Subcontractor/Supplier of its obligation to achieve the quality of Work and rate of progress required by this Subcontract.

Failure of Subcontractor/Supplier to comply with SRNS's instructions may be grounds for determination by SRNS that Subcontractor/Supplier 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/Supplier's right to proceed with the performance of the Subcontract.

A.29 EXCUSABLE DELAYS

If Subcontractor's/Supplier'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/Supplier, Subcontractor/Supplier 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/Supplier's or Subcontractors/Suppliers of any tier shall be determined to be delays within the control of Subcontractor/Supplier. 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/Supplier shall file a written electronic notice with SRNS specifying the actual duration of the delay. Failure to give any of the above notices shall be sufficient ground for denial of an extension of time. If SRNS determines that the delay was unforeseeable, beyond the control and without the fault or negligence of Subcontractor/Supplier, SRNS will determine the duration of the delay and will extend the time of performance of this Subcontract.

A.30 SUBCONTRACTOR'S/SUPPLIER'S WORK AREA

All Subcontractor/Supplier Work areas on the Jobsite will be assigned by SRNS. Subcontractor/Supplier shall confine its operations to the areas so assigned. Should Subcontractor/Supplier find it necessary or advantageous to use any additional off-site area for any purpose whatsoever, Subcontractor/Supplier shall, at its expense, provide and make its own arrangements for the use of such additional off-site areas.

A.31 CLEANING UP

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

Upon completion of any portion of the Work, Subcontractor/Supplier shall promptly remove from the Work area all its equipment, 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/Supplier shall at its expense satisfactorily dispose of all rubbish, remove all plant, buildings, equipment and materials belonging to Subcontractor/Supplier; and return to a SRNS warehouse or Jobsite storage area all salvageable SRNS or the Government supplied materials. Subcontractor/Supplier 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.

A.32 SUBCONTRACTOR'S/SUPPLIER'S PLANT, EQUIPMENT AND FACILITIES

Subcontractor/Supplier shall provide and use for the Work hereunder only such 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/Supplier 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/Supplier shall discontinue operation of unsatisfactory plant, equipment, or facilities and shall either modify the unsatisfactory items or remove such items from the Jobsite.

Subcontractor/Supplier 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, pumps and compressors. Said list must include description and quantity, and serial number where applicable. Prior to removal of any or all equipment, Subcontractor/Supplier shall clear such removal through SRNS.

Any Subcontractor/Supplier 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.

A.33 COOPERATION WITH OTHERS

SRNS, the Government, other contractors and other Subcontractors/Suppliers may be working at the Jobsite during the performance of this Subcontract and Subcontractor/Supplier Work or use of certain facilities may be interfered with as a result of such concurrent activities. SRNS reserves the right to require Subcontractor/Supplier 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/Supplier shall fully cooperate with other Subcontractors/Suppliers and with SRNS, or the Government. Subcontractor/Supplier shall not commit any act that will interfere with the performance of work by any other Subcontractor/Supplier or by SRNS, or the Government.

Should Subcontractor/Supplier incur any additional costs or sustain any damages through any act or omission of another Subcontractor/Supplier, Subcontractor/Supplier shall have no claim or cause of action against SRNS, 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/Supplier.

A.34 INTEREST (JUN 1996)

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

**A.35 WORK ON SRNS, GOVERNMENT OR
OTHER PREMISES**

- A. As to the Work to be done or performed by Subcontractor/Supplier on premises owned or controlled by SRNS, the Government, or the premises of other SRNS Subcontractors/Suppliers, Subcontractor/Supplier assumes the entire responsibility and liability for losses, expenses, damages, demands, and claims in connection with or arising out of any injury including death, or damage to property, sustained in connection with or to have arisen out of the negligent acts or omissions of Subcontractor/Supplier or its Subcontractors/Suppliers, agents, or employees. Subcontractor/Supplier shall indemnify and hold harmless the Government and SRNS from and against any and all claims, demands, actions, causes of action including those brought by an employee of the Subcontractor/Supplier or a State Industrial Insurance Subcontractor/Supplier under a Workers/ Workmen's Compensation Act or statute, suits, damages, expenses including attorney fees and liabilities whatsoever resulting from or arising in any manner on account of or by reason of any injury to or death of any person or any damage to or loss of property attributable directly or indirectly to the negligent acts or omissions of Subcontractor/Supplier or its Subcontractors/Suppliers, agents, or employees arising out of, or in any way connected with the performance of this Order, whether or not caused in any way by some act or omission, negligence or otherwise, of SRNS or the Government; provided however, that the Subcontractor's/Supplier's duty to indemnify shall not arise if such injury, death, destruction or loss is caused by the negligence of SRNS or the Government. Nothing in the foregoing shall be construed to require Subcontractor/Supplier to indemnify and save harmless the Government and SRNS from any liability arising out of or resulting from a nuclear incident. To the extent necessary to execute the foregoing indemnification and as permitted by law, Subcontractor/Supplier specifically waives any and all immunity provided by any industrial insurance or Workers/ Workmen's Compensation Act or statute.
- B. When Subcontractor/Supplier shall perform any part of the Work on the premises of the SRNS or the Government during the performance of this Order, the Subcontractor/Supplier shall have in force and effect, policies of insurance conforming to the terms set forth in Paragraph C of this Article.

C. (1) The Subcontractor/Supplier shall procure and thereafter maintain at its own expense, the following insurance:

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

Limits of Liability: Worker's Compensation: Statutory limits in the jurisdiction wherein the Work is to be performed.

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

- (ii) Comprehensive general liability including Bodily Injury and Property Damage.

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

Endorsements: SRNS and the Government to be endorsed as Additional Insured.

Contractual Liability including all coverage endorsed on the basic policy.

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

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

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

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

With respect to all other services, Statements of Certification of insurance evidencing that the requirements of this

- Article have been met shall be furnished to SRNS before work is commenced. In addition, a Statement of Endorsement for Comprehensive General Liability insurance (Ref. paragraph C. (1) (ii) above), naming SRNS and the Government as "Additional Insured", shall be submitted with the certificate of insurance. Provisions shall be made for thirty days advance notice by mail to SRNS of change in or cancellation of such insurance. Certificates shall be issued by insurance carriers satisfactory to SRNS.
- (3) In the event the Subcontractor/Supplier fails to furnish such Certifications of Insurance, as required in Paragraph 2 herein above, prior to commencement of work or to continue to maintain such insurance during the performance of the Order, SRNS shall have the right to stop work and/or to withhold any payments or partial payments required to be made under this Order; and shall have the right to continue withholding any or all of said payments so long as the Subcontractor/Supplier has not complied with the requirements of this Article.
 - (4) On orders involving blasting or other hazardous operations, the Subcontractor's/Supplier's insurance shall specifically state that all blasting or such other hazardous operations are fully covered.
- D. Subcontractor/Supplier agrees to comply with and require its Subcontractors/Suppliers to comply with all applicable laws, rules, and regulations with respect to state industrial insurance or Workers/Workmen's Compensation, occupational disease, occupational safety and health, or withholding and payment of social security and federal and state income taxes. Subcontractor/Supplier further agrees to indemnify SRNS and the Government against, and to save and hold harmless SRNS and the Government from, any and all liability and expense with respect to claims against SRNS or the Government which may result from the failure or alleged failure of Subcontractor/Supplier or of any of its Subcontractors/Suppliers to comply therewith.

A.36 COMPLIANCE WITH EMPLOYEE CONCERNS

- A. Subcontractors/Suppliers shall ensure Subcontractor/Supplier 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 employees and Subcontractor/Supplier 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/Suppliers must immediately notify the STR or Procurement Representative 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/Suppliers 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 the SRNS Procurement Representative.

A.37 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 complete successfully the background investigation, the Subcontractor/Supplier agrees to remove promptly such individual from the site and to return the badge to the SRNS Badging Office.

- (3) Subcontractor/Supplier agrees to advise its employees of the above requirement prior to assignment to the SRS and to maintain documentation that such advice has been given.

A.38 BADGING REQUIREMENTS

A. Photo Badge

- (1) Subcontractor/Supplier employees may be issued a site access photo badge for a period not to exceed one year. To obtain a Photo Badge, Subcontractor/Supplier employees and any Subtier Subcontractor/Supplier employees must be processed through SRNS's Subcontract Badging Procedure and are subject to investigation by Governmental authorities. All badges must be returned or accounted for prior to final payment.

All Subcontractor/ Supplier employees must be at least 18 years old.

- (2) Subcontractor/Supplier employees and any Subtier Subcontractor/Supplier employees shall complete Subcontractor/Supplier Employee Data Sheet and Fingerprint Cards. If a long-term badge is required (period greater than six (6) months) the employee will also be required to complete Standard Form (SF) 85, "Questionnaire for Non-Sensitive Positions", and form Optional Form 306, "Declaration for Federal Employment". These forms are required for the Governments use in conducting background investigations per Homeland Security Presidential Directive HSPD-12. Copies of these forms are available on the SRNS Internet Home Page at http://www.srs.gov/general/busiops/PMMD/SRNS_general_provisions.htm.

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

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

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

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

- (iii) Each Subcontractor/Supplier employee must successfully pass General Employee Training (GET) prior to undergoing the Photo Badging procedure. See Article titled "General Employee Training and Annual Refresher Training for Subcontract Employees". GET is 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.
- (iv) The orientation and badging process will take approximately four (4) hours.
- (4) The maximum duration that Supplier/Subcontractor employees will be issued a site access badge is one (1) year. Supplier/Subcontractor employees requiring a new badge will report to the Badge Office and repeat the badging process.
- (5) If Work under this Subcontract is to be performed in security areas, all personnel will be required to sign in and out at security gates and are subject to a search of their person and belongings at entrances to or exit from the area.
- B. Temporary Badge** (typically for visitors and short-term personnel).
- (1) Temporary badges are valid for a maximum of 10 calendar days per person in a calendar year. To avoid unnecessary expiration, these badges should be returned to the badge office immediately upon completion of need.
 - (2) Two working days prior to the need date, Subcontractor/Supplier shall transmit the following information to the STR/End User:
 - Subcontract Number
 - Employee name and number
 - Employee address
 - Employee Social Security Number
 - Employee Date of Birth
 - (3) The Assigned Competent Person (ACP) (Subcontractor/Supplier or SRNS employee) shall perform Task Analysis of scope to be performed and identify any applicable contractual task specific checklist(s) from the Subcontractors/Suppliers accepted Worker Protection Plan or SRNS's Focused Observation Database if a WPP is not required by the terms of this order.
- (4) ACP shall provide advance copy of any task specific safety checklist(s) to personnel seeking temporary badges.
- (5) Badge Office provides initial security briefing, issues registration card and obtains acknowledgement signature, issues "maroon" Visitors Badge for duration requested by STR/End User.
- (6) ACP reviews any applicable checklist(s) and performs focused observations as directed by the STR/End User.
- (7) Upon completion of scope, return badge to Badge Office upon exiting SRS.
- C. Identity Verification**.
- (1) In order to receive a photo or temporary badge for entry to SRS, Subcontractor/Supplier employees, except delivery personnel (see subparagraph (2) below), will be required to present two specific forms of identification from the "List of Acceptable Documents" (Department of Homeland Security Form I-9, copy available on the SRNS Internet Home Page at http://www.srs.gov/general/busiops/PMMD/SRNS_general_provisions.htm). At least one of the documents selected from the list must be a valid State or Federal government-issued picture ID.
 - (2) **Vendor Delivery Personnel**. Unbadged personnel seeking a temporary badge for material/equipment deliveries will be required to present one form of picture identification that will verify their identity, such as a valid state driver's license that includes a photograph. Delivery personnel shall enter the site at the Aiken Barricade located approximately one (1) mile south of SC Highway 278, and will be escorted at all times to the delivery location and back to the entrance barricade by Centerra Group, LLC. assigned escorts, or by Assigned Competent Persons (SRNS or Subcontractor/Supplier).
- D.** If the Subcontractor/Supplier or any lower-tier Subcontractor/Supplier should independently suspend or remove an employee from work at the Savannah River Site (SRS) for unsafe acts or behavior, the Subcontractor/Supplier shall immediately notify the STR/End User, return the employee's badge to the STR/End User, and provide the STR/End User with written electronic notification of the employee's name and reason(s) for such suspension or removal.

A.39 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 (≤ 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.

A.40 Waiver of Benefits(STAFF AUGMENTATION SUBCONTRACTS ONLY)

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

A.41 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/Suppliers in all cases to ensure delivery of the items required. The subcontract is rated DO-E1 for Construction or DO-E2 for Operations. Reference FAR 52.211-15.

A.42 CONFIDENTIALITY OF INFORMATION

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

- Information which is or becomes available to the public through no fault of the Subcontractor/Supplier;
- Information which the Subcontractor/Supplier can demonstrate by written record was previously known to them and was not acquired directly or indirectly from the government or other companies subject to any obligations of confidentiality;
- Information which the Subcontractor/Supplier can demonstrate by written record was independently developed by the Subcontractor/Supplier independent of any disclosure under this Subcontract

- B. The Subcontractor/Supplier shall obtain the written electronic agreement, in a form satisfactory to SRNS, of each Subcontractor/Supplier employee or Subtier Subcontractor/Supplier permitted access to such confidential information, whereby the

Subcontractor/Supplier employee or Subtier Subcontractor/Supplier agrees they will not discuss, or disclose any such information or data to any person or entity except those within their organization having a need to know to accomplish the purpose of this Subcontract.

- C. Upon request of SRNS or the Government, the Subcontractor/Supplier agrees to sign an agreement identical, in all material respects and in a form satisfactory to SRNS and/or the Government, with each company supplying information and/or access to particular facilities to the Subcontractor/Supplier or Subtier Subcontractor/Supplier under this Subcontract, and to supply a copy of such agreement to SRNS. Upon request of SRNS, the Subcontractor/Supplier shall supply SRNS with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Subcontractor/Supplier received such information.
- D. Subcontractor/Supplier will indemnify and hold SRNS harmless from any and all liabilities, claims, demands, actions, costs, damages and any expenses relating thereto (including but not limited to reasonable attorney's fees) arising from any unauthorized disclosure of information, by any of its directors, officers, employees, agents, Subcontractors/Suppliers, Subtier Subcontractors/Suppliers or permitted assigns.

A.43 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/ga/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 the DPO.
- (5) *Report to DOE when requested on the status of assigned implementation actions resulting from the DPO resolution and on the closure of these implementations actions.*

A.44 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.

A.45 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 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.

A.46 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.

A.47 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.)

A.49. 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.

A.50 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 for medical exemptions and/or to 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.

A.51. 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.	A. Name, SSN/Employee ID	EDWS

DOE-33)	<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>	
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.

SECTION B

SECTION B ARTICLES APPLY ONLY IF SPECIFIED IN THE SUBCONTRACT

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

DEAR 970.5223-1

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

- operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
- (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
 - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
 - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by SRNS and the Subcontractor/Supplier. These agreed-upon conditions and requirements of the Subcontract are binding upon the Subcontractor/Supplier. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work.
- C. The Subcontractor/Supplier and any lower-tier Subcontractors/Suppliers shall manage and perform work in accordance with Article B.2 of these Terms and Conditions or a documented Worker Protection Plan (WPP) that fulfills all conditions in paragraph B. of this Article to the degree specified in Article B.3 or B.4 of these Terms and Conditions as indicated applicable to this subcontract. Documentation in the subcontract shall describe how the Subcontractor/Supplier will:
- (1) Define the Work to be performed;
 - (2) Identify and analyze hazards associated with the work;
 - (3) Develop and implement hazard controls;
 - (4) Perform work within controls; and
 - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- D. The subcontract shall describe how the Subcontractor/Supplier will establish, document, and implement safety performance objectives, performance measures, and commitments in response to Subcontract requirements and funding limits while maintaining the integrity of the WPP. The subcontract shall also describe how the Subcontractor/Supplier will measure WPP effectiveness.
- E. The Subcontractor/Supplier shall submit to the Procurement Representative documentation of its WPP for review and acceptance. The Procurement Representative will establish dates for submittal, discussions, and revisions to the WPP. The Procurement Representative will provide guidance on preparation, content, review, and acceptance of the WPP. On an annual basis, the Subcontractor/Supplier shall review and update, for SRNS acceptance, its safety performance objectives, performance measures, and commitments consistent with, and in response to, Subcontract requirements, funding limits and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire WPP. Accordingly, the subcontract shall be integrated with the Subcontractor's/Supplier's business processes, as applicable to the Scope of Work contained in this subcontract, for work planning, budgeting, authorization, execution, and change control.
 - F. The Subcontractor/Supplier and any lower-tier Subcontractors/Suppliers, shall comply with, and assist SRNS in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the Article of this Subcontract on Laws, Regulations, and DOE Directives. The Subcontractor/Supplier shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this Subcontract.
 - G. The Subcontractor/Supplier shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements including those specified in the subcontract. If the Subcontractor/Supplier fails to provide resolution or, if at any time, the Subcontractor's/Supplier's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Procurement Representative may issue an order stopping work in whole or in part. Any stop work order issued by the Procurement Representative under this Article (or issued by the Subcontractor/Supplier to a lower-tier Subcontractor/Supplier shall be without prejudice to any other legal or contractual rights of SRNS. In the event that the Procurement Representative issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the Procurement Representative. The Subcontractor/Supplier shall not be entitled to an

extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

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

B.2 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE - ALTERNATIVE I

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

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

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

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

C. Equipment Safety.

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

Transport Safety Review Checklist”, copy available on the SRNS Home Page at (http://www.srs.gov/general/busiops/PMMD/SRNS_general_provisions.htm), and provide a copy to the STR.

D. Assigned Competent Person.

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

E. Safety and Health Representative.

The Subcontractor/Supplier shall designate a safety and health professional or representative, as specified in the subcontract. The designation must include the person’s qualifications and duties. A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or one of the following certifications:

1. Occupational Hygiene and Safety Technician (OHST)
2. Construction Health and Safety Technician (CHST)
3. Safety Trained Supervisor (STS)
4. Safety Trained Supervisor Construction (STS-C)
5. Safety Management Specialist (SMS)

and twelve (12) months experience in Safety & Health with an understanding of 29 CFR 1926 and 29 CFR 1910.

F. Site Reporting Requirements

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

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

Immediate notification is required of such events to ensure SRNS meets its commitment for 30 minute notification to appropriate DOE authorities. The Subcontractor/Supplier shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. The Subcontractor/Supplier and their

employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this subcontract.

B.3 ENVIRONMENT, SAFETY, AND
HEALTH COMPLIANCE –
ALTERNATIVE II

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

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

B. Corporate Worker Protection Plan (WPP)

The Subcontractor/Supplier shall possess and maintain a corporate Worker Protection Plan (WPP) which implements the OSHA requirements applicable to the normal course of the Subcontractor's/Supplier's business. Prior to the start of work under this Subcontract, the

Subcontractor/Supplier shall provide to the SRNS Procurement Representative a copy of the WPP and sample Task Specific Plans (TSP) (based on a minimum of three tasks in the scope of work), for review and acceptance by the appropriate SRNS organization(s). **Note: Subcontractor/Supplier is responsible for conducting hazard analysis and documenting additional TSPs.** Work under this Subcontract shall not commence until the WPP and TSPs have been accepted by SRNS. The Subcontractor/Supplier shall provide a copy of the accepted WPP and TSP to any lower-tier Subcontractors/Suppliers and shall ensure Subcontractor/Supplier employees performing work at the site have access to the WPP document accepted by SRNS, and other standards, controls and procedures including DOE worker protection publications applicable to the workplace. The Subcontractor's/Supplier's employees and the employees of any lower-tier Subcontractors/Suppliers shall comply with the WPP and TSPs in the performance of the work under this Subcontract. The WPP shall meet the following minimum requirements:

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

Implement Controls, 4) Perform Work within Controls, 5) Provide Feedback, and Continuous Improvement.);

- (6) Shall include Focused Observation Checklists, as applicable. The Subcontractor/Supplier shall (i) thoroughly assess the work scope, (ii) identify the associated hazards, and (iii) apply elements of corresponding Checklists within the Worker Protection Plan (WPP) or utilize applicable Checklists as attachments to the WPP. Subcontract scope performed by the Subcontractor/Supplier and its lower-tier Subcontractors/Suppliers will typically be covered by the WPP and appropriate Checklists. Such Checklists are available on the Savannah River Site Internet Home Page (http://www.srs.gov/general/busiops/PMMD/SRNS_general_provisions.htm) for review and down loading.

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

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

C. Equipment Safety.

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

medium or heavy duty equipment on the Savannah River Site, the Subcontractor/Supplier shall complete the "Self-propelled Equipment Loading, Unloading & Transport Safety Review Checklist", copy available on the SRNS Home Page

at http://www.srs.gov/general/busiops/PMMD/SRNS_general_provisions.htm), and provide a copy to the STR.

D. Assigned Competent Person.

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

E. Safety and Health Representative.

The Subcontractor/Supplier shall designate a safety and health professional or representative, as specified in the subcontract. The designation must include the person's qualifications and duties and be documented in the Subcontractor's/Supplier's Worker Protection Plan. A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or one of the following certifications:

1. Occupational Hygiene and Safety Technician (OHST)
2. Construction Health and Safety Technician (CHST)
3. Safety Trained Supervisor (STS)

4. Safety Trained Supervisor Construction (STS-C)
5. Safety Management Specialist (SMS) and twelve (12) months experience in Safety & Health with an understanding of 29 CFR 1926 and 29 CFR 1910.

F. Safety Data Sheets.

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

G. Environmental Compliance

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

H. Site Reporting Requirements

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

- (1) Operational emergencies,
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
- (3) Any on-the-job injury where an employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately,
- (4) Any violation of Lockout/Tagout controls where there are no credible barriers left between the worker, and the energy source

regardless of whether or not there was an injury

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

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

B.4 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE – ALTERNATIVE III

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

- A. The Subcontractor/Supplier and any lower-tier Subcontractors/Suppliers shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety and health of employees and members of the public, and shall comply with OSHA and all other applicable federal, state and local regulatory requirements, including new DOE Regulation 10 CFR 851, "Worker Safety and Health Program" which will apply to any work performed on the Savannah River Site and all subsequent updates to OSHA and 10 CFR

851. The Subcontractor/Supplier and any lower-tier Subcontractor/Supplier shall comply with site-specific ES&H requirements when specified in the subcontract. The SRNS Procurement Representative shall notify the Subcontractor/Supplier in writing of any noncompliance with the provisions of this Article. After receipt of such notice, the Subcontractor/Supplier shall immediately take corrective action. In the event that the Subcontractor/Supplier fails to take corrective action and comply with said regulations and requirements, the SRNS Procurement Representative may, without prejudice to any other legal or contractual rights of SRNS, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the Procurement Representative. The Subcontractor/Supplier shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

B. Corporate Worker Protection Plan (WPP)

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

- (1) Shall include management policies that provide for clear goals, responsibilities, authority, and accountability for meeting loss control objectives;
- (2) Shall include the implementation of applicable local, state, federal, environment,

safety and health requirements that are relevant to the scope of work, including applicable elements in 10 CFR 851, "Worker Safety and Health Program";

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

The Subcontractor/Supplier shall provide mechanisms to involve workers in the development of WPP goals, objectives, and performance measures and in the identification and control of workplace hazards. Whenever a significant change or addition is made to the WPP, it shall be re-submitted to SRNS for review and acceptance. Examples of significant changes include any requirement deletions, additional scope added, total re-write or major revision. Additionally, the Subcontractor/Supplier must submit annually to SRNS either an updated WPP for acceptance or a

letter stating that no changes are necessary in the current accepted WPP.

C. Equipment Safety.

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

D. Assigned Competent Person.

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

E. Safety and Health Representative.

The Subcontractor/Supplier shall designate a safety and health professional or representative, as specified in the subcontract. The designation must include the person's qualifications and duties and be documented in the Subcontractor's/Supplier's Worker Protection Plan. A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or one of the following certifications:

1. Occupational Hygiene and Safety Technician (OHST)
 2. Construction Health and Safety Technician (CHST)
 3. Safety Trained Supervisor (STS)
 4. Safety Trained Supervisor Construction (STS-C)
 5. Safety Management Specialist (SMS)
- and twelve (12) months experience in Safety & Health with an understanding of 29 CFR 1926 and 29 CFR 1910.

F. Safety Data Sheets.

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

G. Environmental Compliance

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

H. Site Reporting Requirements

The Subcontractor/Supplier shall immediately notify the STR or SRNS Procurement Representative of any event/condition that may require reporting to the DOE. Further, the Subcontractor/Supplier shall cooperate with any SRNS or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual

231.1-2 (DOE M 231.1-1-2) and can include (but are not limited to):

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

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

B.5 RESERVED

B.6 PAYMENT BY SUBCONTRACTOR/SUPPLIER TO SRNS

- A. The Subcontractor/Supplier shall receive title to all property to be dismantled, demolished, or removed under this subcontract and not specifically designated in the Schedule as being retained by SRNS. Except as provided in paragraph C below, the title shall vest in the Subcontractor/Supplier immediately upon SRNS's issuing the notice of award, or if a performance bond is to be furnished, upon SRNS's issuing a notice to proceed with the work. SRNS shall not be responsible for the condition of or any loss or damage to the property.
- B. The Subcontractor/Supplier shall promptly remove from the site all property acquired by the Subcontractor/Supplier. SRNS shall not permit storage of property on the site beyond the completion date.
- C. Upon written electronic notice to the Subcontractor/Supplier while the aforesaid property remains in the possession of the Subcontractor/Supplier, SRNS may reclaim title to any of the property if SRNS determines:
 - (1) that the property does contain, or may contain, classified U.S. Government data (in any form), and/or technology sensitive to the national interest, or
 - (2) that the property is "Proliferation Sensitive Property", as defined in Article A.19 of these Terms and Conditions.

SRNS and the Government are not liable to the Subcontractor/Supplier for any costs associated with the inadvertent inclusion of such property in the Subcontract. If payment has been made for any such property, the payment shall be refunded to the Subcontractor/Supplier. Any reshipment costs involved will be the responsibility of SRNS. Once notified by SRNS of its intent to reclaim the aforesaid property, the Subcontractor/Supplier agrees to take all reasonable measures to safeguard the aforesaid property until reclaimed by SRNS.

- D. The Subcontractor/Supplier shall perform the work within the time called for under this subcontract, and before proceeding with the work, shall make full payment to SRNS, as provided for in the Subcontract. Checks shall be made payable to the office designated in the subcontract.

B.7 RESERVED

B.8 GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES

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

A. General Employee Training (GET)

- (1) The Subcontractor/Supplier shall inform his employees and the employees of his lower tier Subcontractors/Suppliers and agents that it is the policy of Savannah River Nuclear Solutions, LLC (SRNS) 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 required for individuals who require badged access to the general site.. GET is Web Based (on-line).

(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. 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.

B.9 SECURITY EDUCATION REQUIREMENTS FOR SUBCONTRACTORS/SUPPLIERS

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

A. Subcontractor/Supplier Security Education Coordinator

- (1) If this Subcontract will require a force of more than thirty (30) subcontract employees receive badges, then the Subcontractor/Supplier shall provide to the SRNS Security Education Office, the name of its representative appointed to administer its Security Education Program. This representative shall be referred to as the Subcontractor/Supplier Security Education Coordinator (SSEC).
- (2) If this Subcontract will require that less than thirty (30) subcontract employees receive badges, then the SRNS Subcontract Technical Representative (STR) will perform the activities discussed in this Supplement.

B. SRNS 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, and 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 consists of videotape shown during initial General Employee Training (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 Subcontract, or receive a clearance at any time during the course of the Subcontract, 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

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

B.10 LIMITATION OF FUNDS

This article is applicable only if this Subcontract is partially funded.

- A. Of the total price of this Subcontract, the sum of \$ _____ is presently available for payment and allotted to this Subcontract. It is anticipated that additional funds will be allocated

to the Subcontract in accordance with the following schedule until the total price of the Subcontract is funded:

- B. The Subcontractor/Supplier agrees to perform or have performed work on this Subcontract up to the point at which, if this Subcontract is terminated pursuant to the Termination For Convenience of SRNS article of this Subcontract, the total amount payable by SRNS (including amounts payable for Subcontracts and settlement costs) pursuant to the Termination For Convenience of SRNS article would, in the exercise of reasonable judgment by the Subcontractor/Supplier, approximate the total amount at the time allotted to the Subcontract. The Subcontractor/Supplier is not obligated to continue performance of the work beyond that point. SRNS is not obligated in any event to pay or reimburse the Subcontractor/Supplier more than the amount from time to time allotted to the Order, anything to the contrary in the Termination for Convenience of SRNS article notwithstanding.
- C. (1) It is contemplated that funds presently allotted to this Order will cover the work to be performed until _____.
- (2) If funds allotted are considered by the Subcontractor/Supplier to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Subcontractor/Supplier shall notify SRNS in writing when within the next 60 days the work will reach a point at which, if the Order is terminated pursuant to the Termination For Convenience of SRNS article of the Order, the total amount payable by SRNS (including amounts payable for Subcontracts and settlement costs) pursuant to the Termination For Convenience of SRNS article will approximate 75 percent of the total amount then allotted to the Order.
- (3) (i) The notice shall state the estimated date when the point referred to in subparagraph C. (2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph C. (1) of this clause, or an agreed date substituted for it.
- (ii) The Subcontractor/Supplier shall, sixty days in advance of the date specified in subparagraph C. (1) of this clause, or an agreed date substituted for it, advise SRNS in writing as to the estimated amount of additional funds required for the timely performance of the

Subcontract for a further period as may be specified in the Subcontractor/Supplier otherwise agreed to by the parties.

- (4) If, after the notification referred to in subdivision C.(3)(ii) of this clause, additional funds are not allotted by the date specified in subparagraph C. (1) of this clause, or an agreed date substituted for it, SRNS shall, upon the Subcontractor's/Supplier's written electronic request, terminate this Subcontract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of SRNS article.
- D. When additional funds are allotted from time to time for continued performance of the work under this Subcontract, the parties shall agree on the applicable period of Subcontract performance to be covered by these funds. The provisions of paragraphs B and C of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the Subcontract shall be modified accordingly.
- E. If, solely by reason of SRNS's failure to allot additional funds in amounts sufficient for the timely performance of this Subcontract, the Subcontractor/Supplier incurs additional costs or is delayed in the performance of the work under this Subcontract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the work to be performed.
- F. SRNS may at any time before termination, and, with the consent of the Subcontractor/Supplier, after notice of termination, allot additional funds for this Subcontract.
- G. The provisions of this clause with respect to termination shall in no way be determined to limit the rights of SRNS under the Termination for Cause article of this Subcontract. This clause shall become inoperative upon the allotment of funds for the total price of the work under this Subcontract except for rights and obligations then existing under this clause.
- H. Nothing in this clause shall affect the right of SRNS to terminate this Subcontract pursuant to the Termination for Convenience of SRNS article of the Subcontract.

B.11 SERVICE CONTRACT ACT OF 1965 AS AMENDED (NOV 2007)

Incorporated by Reference FAR 52.222-41

B.12 RESERVED

B.13 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

Incorporated by Reference FAR 52.222-42

B.14 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)

Incorporated by Reference FAR 52.222-43

B.15 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (FEB 2002)

Incorporated by Reference FAR 52.222-44

B.16 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

Incorporated by Reference FAR 52.219-8

B.17 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)

Incorporated by Reference FAR 52.219-9

(The following two articles apply to Basic Ordering Agreements (BOAs) and Blanket Purchase Agreements (BPAs.)

B.18 SMALL BUSINESS SUBCONTRACTING PLAN ALT III (JAN 2017)

FAR 52.219-9

B.19 SMALL BUSINESS SUBCONTRACTING PLAN ALT IV (JAN 2019) (DEVIATION 2-19-O0005) (JAN 2019)

FAR 52.219-9

B.20 SECURITY REQUIREMENT (JUN 2009) DEAR 952.204-2

Note: Applicable if under the terms of this Subcontract or 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**

The Subcontractor/Supplier shall immediately provide the cognizant security office written electronic notice of any change in the extent and nature of foreign ownership, control or influence over the Subcontractor/Supplier which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this Subcontract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting.

- K. If a Subcontractor/Supplier has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Subcontractor/Supplier to avoid or mitigate foreign influences.

- L. If the cognizant security office at any time determines that the Subcontractor/Supplier is, or is potentially, subject to foreign ownership, control, or influence, the Subcontractor/Supplier shall comply with such instructions as the DOE Contracting Officer shall provide in writing, electronically, to protect any classified information or special nuclear material.

- M. The DOE Contracting Officer may terminate

this Subcontract for default either if the Subcontractor/Supplier fails to meet obligations imposed by this clause or if the Subcontractor/Supplier creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The DOE Contracting Officer may terminate this Subcontract for convenience if the Subcontractor/Supplier becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the Subcontract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

- N. **Employment announcements.** When placing announcements seeking applicants for positions requiring access authorizations, the Subcontractor/Supplier shall include in the written electronic vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.
- O. Flow down to any Subcontractor/Supplier at any tier. The Subcontractor/Supplier agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all Subcontracts under its Subcontract that will require any Subcontractor/Supplier (at any tier) employees to possess access authorizations. Additionally, the Subcontractor/Supplier at any tier must require such Subcontractors/Suppliers to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in DEAR 952.204-73 and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a

subcontract. Information to be provided by a Subcontractor/Supplier (at any tier), pursuant to this clause may be submitted directly to the DOE Contracting Officer.

P. (End of Clause)

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

B.21 ACCOUNTS, RECORDS AND INSPECTIONS (DEC 2000) DEVIATION Acquisition Letter 2005-04, 11/02/2004

DEAR 970.5232-3

(Paragraphs (a) through (h) only)

NOTE: Applicable to all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.

B.22 DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011)

The following is applicable in subcontracts which may involve making unclassified information about nuclear technology available to sensitive foreign nations

A. In connection with any activities in the performance of this subcontract, the Subcontractor/Supplier agrees to comply with the "Sensitive Foreign Nations Controls" requirements attached to this subcontract, relating to those countries, which may from time to time, be identified to the Subcontractor/Supplier by written notice as sensitive foreign nations. The Subcontractor/Supplier shall have the right to terminate its performance under this subcontract upon at least 45 days prior written notice to Savannah River Nuclear Solutions, LLC (SRNS) procurement representative if the Subcontractor/Supplier determines that it is unable, without substantially interfering with its policies or without adversely impacting its performance to continue performance of the work under this subcontract as a result of such notification. If the Subcontractor/Supplier elects to terminate performance, the provisions of this subcontract regarding Termination for the

Convenience of shall apply.

B. The provisions of this clause shall be included in any of Subcontractor's/Supplier's contracts/agreements with a subtier supporting Subcontractor's/Supplier's performance of this subcontract which may involve making unclassified information about nuclear technology available to sensitive foreign nations.

SECTION C

C.1 AMERICAN RECOVERY and REINVESTMENT ACT OF 2009 ARTICLES APPLIES TO ALL ORDERS FUNDED, IN WHOLE OR IN PART, BY THE RECOVERY ACT of 2009, Pub. L. 111-5, (Recovery Act or Act).

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

A. Segregation and Payment of Costs

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

B. Prohibition on Use of Funds

None of the funds provided under this subcontract derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

C. Wage Rates

All laborers and mechanics employed by Subcontractors/Suppliers and sub-tier Subcontractors/Suppliers on projects funded directly

by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm>.

D. Publication

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, 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 shall 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. Utilization of Small Business

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

G. American Recovery and Reinvestment Act-Reporting Requirements

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

FAR 52.225-21 Required Use of American Iron, Steel, and Manufactured Goods—Buy American Act—Construction Materials (Mar 2009)

FAR 52.225-22 Notice of Required use of American Iron, Steel, and Other Manufactured Goods—Buy

American Act—Construction
Materials (Mar 2009)

FAR 52.225-23 Required Use of American
Iron, Steel, and Other Manufactured
Goods-Buy
American Act— Construction
Materials under Trade Agreement
(Mar 2009)

FAR 52.225-24 Notice of Required
use of
American Iron, Steel, and Other
Manufactured Goods—Buy
American Act—Construction
Materials under Trade Agreement
(Mar 2009)

FAR 52.203-15 Whistleblower Protections
Under the American Recovery and
Reinvestment Act of 2009 (Mar
2009)

FAR 52.204-11 American Recovery and
Reinvestment Act— Reporting
Requirements
(Mar 2009)

FAR 52.212-5 (Alternate II) Contract Terms and
Conditions Required to Implement
Statutes or Executive Orders—
Commercial Items (Mar 2009)

FAR 52.214-26 (Alternate I) Audit and Records—
Sealed Bidding (Mar 2009)

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

B. All other terms and conditions remain unchanged