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Revision 4
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**SPECIAL TERMS AND CONDITIONS
AMERICAN RECOVERY AND
REINVESTMENT ACT OF 2009, Pub.L 111-5,
(Recovery Act or Act)
FOR COMMERCIAL PURCHASES**

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

Articles apply only if specified in the order.

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

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

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

- A. For the purpose of this Article,
- (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
 - (2) Employees include Subcontractor/Supplier and Subtier Subcontractor/Supplier employees.
- B. In performing work under this Subcontract, the Subcontractor/Supplier and any Subtier Subcontractor/Suppliers, shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Subcontractor/Supplier shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor/Supplier shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral, but visible part of the Subcontractor’s/Supplier’s work planning and execution processes. The Subcontractor/Supplier shall, in the performance of work, ensure that:
- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those Subcontractor/Supplier and

- Subtier Subcontractor/Supplier employees managing or supervising employees performing work.
- (2) Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.
 - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
 - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
 - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
 - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
 - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by SRNS and the Subcontractor/Supplier. These agreed-upon conditions and requirements of the Subcontract are binding upon the Subcontractor/Supplier. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work.
- C. The Subcontractor/Supplier and any Subtier Subcontractors/Suppliers, shall manage and perform work in accordance with Article 2 of these Special Terms and Conditions for Commercial Purchases or a documented Worker Protection Plan (WPP) that fulfills all conditions in paragraph B. of this Article to the degree specified in Article 3 or 4 Special Terms and Conditions for Commercial Purchases 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 Subtier Subcontractors/Suppliers, shall comply with, and assist SRNS in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the Article of this Subcontract on Laws, Regulations, and DOE Directives. The Subcontractor/Supplier shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this Subcontract.
- G. The Subcontractor/Supplier shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements including those specified in the Subcontract. If the Subcontractor/Supplier fails to provide

resolution or, if at any time, the Subcontractor's/Supplier's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the 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 Subtier 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 Subtier Subcontractors/Suppliers. In utilizing the Focused Observation Checklists, Subcontractors/Suppliers are required to forward any self-identified safety deficiencies to the STR/END USER. The STR/END USER will forward the deficiencies to SRNS Contractor Assurance for screening.

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

(Compliance by the Subcontractor/Supplier with the requirements of this Article 2 of these Special Terms and Conditions for Commercial Purchases shall satisfy any/all requirements of Article 1 of these Special Terms and Conditions for Commercial Purchases, "Integration Of Environment, Safety and Health Into Work Planning And Execution", applicable to the scope of work contained in this Subcontract.)

- A. The Subcontractor/Supplier, and any Subtier Subcontractors/Suppliers, shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety, and health of employees and members of the public. All work shall be performed to include Lower-tier subcontracted work in compliance with all applicable SRNS/DOE environmental, safety, and health requirements, including DOE Regulation 10 CFR 851, "Worker Safety and Health Program",

and orders, and procedures including related reporting requirements. Such procedures provide authority to SRNS employees to call a "time out/stop work" when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property. The Subcontractor/Supplier shall ensure that its employees, including Subtier Subcontractor/Supplier employees are aware of this authority, and also have similar "time out/stop work" authority when performing work under this Subcontract. The SRNS 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)/End User, prior to placing any such equipment in service on the Savannah River Site. Additionally, prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy duty equipment on the Savannah River Site, the Subcontractor/Supplier shall complete the "Self-propelled Equipment Loading, Unloading & Transport Safety Review Checklist", copy available on the SRNS Home Page at http://www.srs.gov/general/busiops/PMMD/AR_RA_general_provisions.htm, and provide a copy to the STR/END USER.

D. Assigned Competent Person.

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

checklists with delivery personnel, including specific safety measures required for loading/unloading in accordance with OHSA.

E. Safety and Health Representative.

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

F. Site Reporting Requirements

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

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

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

(Compliance by the Subcontractor/Supplier with the requirements of this Article 3 of these Special Terms and Conditions for Commercial Purchases shall satisfy any/all requirements of Article 1 of these Special Terms and Conditions for Commercial Purchases, "Integration Of Environment, Safety and Health Into Work Planning And Execution", applicable to the scope of work contained in this Subcontract.)

A. The Subcontractor/Supplier and any Subtier Subcontractors/Suppliers shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety and health of employees and members of the public, and shall comply with OSHA and all other applicable federal, state and local regulatory requirements, including new DOE Regulation 10 CFR 851, "Worker Safety and Health Program" which will apply to any work performed on the Savannah River Site effective February 9, 2007. The Subcontractor/Supplier and any Subtier Subcontractor/Supplier shall comply with site-specific ES&H requirements when specified in the Subcontract. The SRNS 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 Subtier Subcontractors/Suppliers and shall ensure Subcontractor/Supplier employee's performing work at the site have access to the WPP document accepted by SRNS, and other standards, controls and procedures including DOE worker protection publications applicable to the workplace. The Subcontractor's/Supplier's employees and the employees of any Subtier Subcontractors/Suppliers shall comply with the WPP and TSPs in the performance of the work under this Subcontract. The WPP shall meet the following minimum requirements:

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

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

- (3) Shall provide employee guidance on internal engineering controls, precautions, and requirements on personal protective equipment (PPE) to minimize, control and/or prevent employee exposure to include equipment/property loss;
- (4) Shall include management policies for incorporating and implementing the use of American Conference of Governmental Industrial Hygienist (ACGIH) threshold limit values (TLVs). The ACGIH guidelines shall be used when the TLV(s) exposure limits are more restrictive than OSHA permissible exposure limits (PELs).
- (5) Shall include Task Specific Plans that include hazard identification and control measures that provide for safe work practices and employee training (i.e., 1) Define Scope of Work, 2) Identify and Analyze Hazards, 3) Develop and Implement Controls, 4) Perform Work within Controls, 5) Provide Feedback, and Continuous Improvement.);
- (6) Shall include Focused Observation Checklists, as applicable. The Subcontractor/Supplier shall (i) thoroughly assess the work scope, (ii) identify the associated hazards, and (iii) apply elements of corresponding Checklists within the Worker Protection Plan (WPP) or utilize applicable Checklists as attachments to the WPP. Subcontract scope performed by the Subcontractor/Supplier and its Subtier Subcontractors/Suppliers will typically be covered by the WPP and appropriate Checklists. Such Checklists are available on the Savannah River Site Internet Home Page (http://www.srs.gov/general/busiops/PMMD/ASRNS_general_provisions.htm) for review and down loading.
- (7) Shall include a process that provides authority to Subcontractor/Supplier and Subtier Subcontractor/Supplier employees to call for a "time out/stop work" when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property.

The Subcontractor/Supplier shall provide mechanisms to involve workers in the development of WPP goals, objectives, and performance measures and in the identification

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

C. Equipment Safety.

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

D. Assigned Competent Person.

The Subcontractor/Supplier shall designate in writing an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged material/equipment delivery personnel and other non-badged Subcontractor/Supplier personnel seeking temporary badges in support of the Subcontractor's/Supplier's work scope. The ACP shall be a responsible employee, cognizant of the Subcontract scope and all applicable environmental, safety and health requirements, including any focused observation safety checklists. The ACP shall furnish an advance copy of applicable focused observation safety checklists to any non-badged temporary personnel anticipating entry onto SRS, and shall meet entering personnel at the SRNS Badging Office, Building 703-46A when they report for temporary badging. The ACP and entering

personnel shall review the scope of work to be performed and upon arrival at the work site review, complete and date any applicable focused observation safety checklist(s). For material/equipment deliveries, the ACP shall review any applicable focused observation safety checklists with delivery personnel, including specific safety measures required for loading/unloading in accordance with OSHA and the WPP.

E. Safety and Health Representative.

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

F. Material Safety Data Sheets.

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

G. Environmental Compliance

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

H. Site Reporting Requirements

The Subcontractor/Supplier shall immediately notify the STR/END USER or SRNS 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.

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

(Compliance by the Subcontractor/Supplier with the requirements of this Article 4 of these Special Terms and Conditions for Commercial Purchases shall satisfy any/all requirements of Article 1 of these Special Terms and Conditions for Commercial Purchases, "Integration Of Environment, Safety and Health Into Work Planning And Execution", applicable to the scope of work contained in this Subcontract.)

A. The Subcontractor/Supplier and any Subtier Subcontractors/Suppliers shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety and health of employees and members of the public, and shall comply with OSHA and all other applicable federal, state and local regulatory requirements, including new DOE Regulation 10 CFR 851, "Worker Safety and Health Program" which will apply to any work performed on the Savannah River Site effective February 9, 2007. The Subcontractor/Supplier and any Subtier Subcontractor/Supplier shall comply with site-specific ES&H requirements when specified in the Subcontract. The SRNS 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 Subtier Subcontractors/Suppliers shall comply with the WPP in the performance of the work under this Subcontract. Work under the Subcontract shall not commence until the WPP has been received and accepted by SRNS. The Subcontractor/Supplier shall provide a copy of the WPP to any Subtier Subcontractors/Suppliers and shall ensure Subcontractor/Supplier employee's performing work at the site have access to the WPP document accepted by SRNS, and other standards, controls and procedures including DOE worker protection publications applicable to the workplace. The WPP shall meet the following minimum requirements:

- (1) Shall include management policies that provide for clear goals, responsibilities, authority, and accountability for meeting loss control objectives;
- (2) Shall include the implementation of applicable local, state, federal, environment, safety and health requirements that are relevant to the scope of work, including applicable elements in 10 CFR 851, "Worker Safety and Health Program";
- (3) Shall provide employee guidance on task hazards, engineering controls, precautions, and requirements on personal protective equipment (PPE) to minimize, control and/or prevent employee exposure to include equipment/property loss;
- (4) Shall include management policies for incorporating and implementing the use of American Conference of Governmental Industrial Hygienist (ACGIH) threshold limit values (TLVs). The ACGIH guidelines shall be used when the TLV(s) exposure limits are more restrictive than OSHA permissible exposure limits (PELs).
- (5) Shall include Focused Observation Checklists, as applicable. The Subcontractor/Supplier shall (i) thoroughly assess the work scope, (ii) identify the associated hazards, and (iii) apply elements of corresponding Checklists within the Worker Protection Plan (WPP) or utilize applicable Checklists as attachments to the WPP. Subcontract scope performed by the Subcontractor/Supplier and its Subtier Subcontractor/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) for review and down loading.

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

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

C. Equipment Safety.

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

D. Assigned Competent Person.

The Subcontractor/Supplier shall designate in writing an Assigned Competent Person (ACP),

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

E. Safety and Health Representative.

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

F. Material Safety Data Sheets.

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

G. Environmental Compliance

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

H. Site Reporting Requirements

The Subcontractor/Supplier shall immediately notify the STR/END USER or SRNS 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.

5. RESERVED

6. RESERVED

7. GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES

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

A. General Employee Training (GET)

- (1) The Subcontractor/Supplier shall inform his employees and the employees of his Subtier Subcontractor/Suppliers/Suppliers and agents that it is the policy of Savannah River Nuclear Solutions to adhere to the requirements contained in the DOE Order entitled "Personnel Selection, Qualification and Training Requirements," which requires any individual, employed either full or part-time at any DOE reactor or non-reactor facility to receive selected general training.
- (2) Successful Completion Required
Said employees, referred to in the remainder of this document as "individual", must successfully complete the training known as "General Employee Training" (GET) as offered by the SRS. The GET sessions are given by a Savannah River Site authorized GET instructor. There are three categories of GET.
 - (i) Category 1 consists of viewing a video that lasts for one hour. This category

is limited to delivery personnel, visitors, and other temporary personnel that require badged access to the general site and property protection areas and are typically on site greater than 10 days, but not consecutively, in a calendar year.

(ii) Category 2 consists of viewing a video and a written examination, and lasts for approximately two hours. This category would apply to visitors or other temporary personnel that require badged access to the general site and property protection areas and are on site greater than 10 days consecutively in a calendar year, and additional training is not required as determined by SRNS.

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

(3) Successful Completion Defined: Successful completion occurs when the individual

(i) Is scheduled for GET,

(ii) Attends the GET session,

(i) (iii) Obtains a test score of 70% or greater on the written examination, if required, (100% is the highest obtainable score), and

(iv) Properly completes all documents (rosters, exam answer sheet, etc.).

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

(5) Scheduling for GET

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

(6) Records

GET records will be maintained by SRNS.

B. Annual Refresher Training

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

8. SECURITY EDUCATION REQUIREMENTS FOR SUBCONTRACTOR/SUPPLIERS

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

A. Subcontractor/Supplier Security Education Coordinator

(1) If this Order will require a force of more than thirty (30) Subcontract employees receive badges, then the Supplier/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 Order will require that less than thirty (30) Subcontract employees receive badges, then the SRNS Subcontract Technical Representative (STR)/End User will perform the activities discussed in this Supplement.

B. Company Roster

The SSEC will be responsible for providing the STR/END USER with a roster of all Subcontract personnel receiving a badge. At a minimum the data shall include name, social security number, 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 Order, or receive a clearance at any time during the course of the Order, the SSEC/STR/END USER will ensure that those Subcontract employees receive a Comprehensive Briefing from SRNS.

E. Annual Refresher Briefing

The SSEC/STR/END USER 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/END USER is responsible for ensuring that the individual receives a Foreign Travel Briefing from SRNS before departing and a Debriefing upon return. The OPSEC Officer is responsible for these Briefings.

G. Badge Retrieval at Termination

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

H. Termination Briefing

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

9. WORK ON SRS, GOVERNMENT OR OTHER PREMISES

- A. As to the Work to be done or performed by Supplier on premises owned or controlled by SRS, the Government, or the premises of other SRS Subcontractor/Suppliers, 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 Supplier or its Subcontractor/Suppliers/Suppliers, agents, or employees. 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 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 Supplier or its Subcontractor/Suppliers/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 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, Supplier specifically waives any and all immunity provided by any industrial insurance or Workers/ Workmen's Compensation Act or statute.

B. When Supplier shall perform any part of the Work on the premises of the SRNS or the Government during the performance of this Order, the 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 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 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 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 Subcontractor/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.

10. GOVERNMENT PROPERTY

NOTE: If the total acquisition cost of all Government property furnished under this Order is \$100,000 or less, Paragraph E of this Article is deleted and the following is substituted in lieu thereof:

The Subcontractor/Supplier shall be responsible and accountable for all Government property provided under this Order. The Subcontractor/Supplier shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for SRNS inspection at all reasonable times. The Subcontractor/Supplier shall provide an annual inventory listing identifying all Government Property associated with this Order. The inventory shall include the following information for each property item: ID number, description, manufacturer, model number, serial number, acquisition date, acquisition value, condition, location, and primary user.

A. Government Property

- (1) SRNS shall deliver to the Subcontractor/Supplier, for use in

connection with and under the terms of this Order, the Government property described elsewhere in the Order or specifications together with any related data and information that the Supplier may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government property").

- (2) The delivery or performance dates for this Order are based upon the expectation that Government property suitable for use (except for property furnished "as-is") will be delivered to the Subcontractor/Supplier at the times stated in the Order or if not so stated, in sufficient time to enable the Supplier to meet the Order delivery or performance dates.
- (3) If Government property is received by the Subcontractor/Supplier in a condition not suitable for the intended use, the Subcontractor/Supplier shall, upon receipt of it, notify the SRNS Procurement Representative detailing the facts and, as directed by the SRNS Procurement Representative and at SRNS's expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Subcontractor/Supplier, the SRNS Procurement Representative shall make an equitable adjustment as provided in paragraph H of this article.
- (4) If Government property is not delivered to the Subcontractor/Supplier by the required time, the SRNS Procurement Representative shall, upon the Subcontractor's/Supplier's timely written request, make a determination of the delay, if any, caused the Subcontractor/Supplier and shall make an equitable adjustment in accordance with paragraph H of this article.

B. Changes in Government Property

- (1) The SRNS Procurement Representative may, by written notice,
 - (i) Decrease the Government property provided or to be provided under this Order, or
 - (ii) Substitute other Government property for the property to be provided by SRNS, or to be acquired by the Subcontractor/Supplier for the Government, under this Order. The Subcontractor/Supplier shall promptly take such action as the SRNS Procurement Representative may direct regarding the removal, shipment, or

disposal of the property covered by such notice.

- (2) Upon the Subcontractor's/Supplier's written request, the SRNS Procurement Representative shall make an equitable adjustment to the Order in accordance with paragraph H of this article, if SRNS has agreed in the order to make the property available for performing this Order and there is any -
 - (i) Decrease or substitution in this property pursuant to subparagraph B (1) above; or
 - (ii) Withdrawal of authority to use this property, if provided under any contract or lease.

C. Title in Government Property

- (1) The Government shall retain title to all Government property.
- (2) All Government property and all property acquired by the Supplier, title to which vests in the Government under this paragraph (collectively referred to as "Government property") are subject to the provisions of this article. Its incorporation into or attachment to any property not owned by the Government shall not affect title to Government property, nor shall Government property become a fixture or lose its identity as personal property as being attached to any real property.
- (3) Title to each item of facilities, special test equipment, and special tooling (other than that subject to a special tooling clause) acquired by the Supplier for SRNS under this Order shall pass to and vest in the Government when its use in performing this Order commences or when SRNS has paid for it, whichever is earlier, whether or not title previously vested in the Government.
- (4) If this Order contains a provision directing the Supplier to purchase material for which SRNS will reimburse the Supplier as a direct item of cost under this Order -
 - (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
 - (ii) Title to all other material shall pass to and vest in the Government upon -
 - (a) Issuance of the material for use in Order performance;
 - (b) Commencement of processing of the material or its use in Order performance; or

- (c) Reimbursement of the cost of the material by SRNS, whichever occurs first.
- D. Use of Government Property
The Government property shall be used only for performing this Order, unless otherwise provided in this Order or approved by the SRNS Procurement Representative.
- E. Property Administration
- (1) The Subcontractor/Supplier shall be responsible and accountable for all Government property provided under this Order and shall comply with DOE Property Management Regulations 41 CFR 109, as in effect on the date of this Order.
 - (2) The Subcontractor/Supplier shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR and Subpart 945.5 of the DEAR. The Subcontractor/Supplier shall provide an annual inventory as required in Federal Property Regulation 41 CFR 101 and the Department of Energy Property Management Regulation 41 CFR 109.
 - (3) If damage occurs to Government property, the risk of which has been assumed by SRNS or the Government under this Order, SRNS shall replace the items or the Subcontractor/Supplier shall make such repairs as SRNS directs. However, if the Subcontractor/Supplier cannot effect such repairs within the time required, Subcontractor/Supplier shall dispose of the property as directed by the SRNS Procurement Representative. When any property for which SRNS is responsible is replaced or repaired, the SRNS Procurement Representative shall make an equitable adjustment in accordance with paragraph H of this article.
 - (4) The Subcontractor/Supplier understands that the Order price does not include any amount for repairs or replacement for which SRNS is responsible. The Subcontractor/Supplier at its own expense shall accomplish repair or replacement of property for which the Subcontractor/Supplier is responsible.
- F. Access
SRNS and the Government and all their designees have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
- G. Risk of loss
Unless otherwise provided in this Order, the Subcontractor/Supplier assumes the risk of and shall be responsible for, any loss or destruction of, or damage to Government property upon its delivery to the Subcontractor/Supplier or upon passage of title to the Government under paragraph C of this article. However, the Subcontractor/Supplier is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this Order.
- H. Equitable Adjustment
When this article specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes article. When appropriate, the SRNS Procurement Representative may initiate an equitable adjustment in favor of SRNS. The right to an equitable adjustment shall be the Subcontractor's/Supplier's exclusive remedy. SRNS and the Government shall not be liable to suit for breach of contract for
- (1) Any delay in delivery of Government property;
 - (2) Delivery of Government property in a condition not suitable for its intended use;
 - (3) A decrease in or substitution of Government property; or
 - (4) Failure to repair or replace Government property for which SRNS or the Government is responsible.
- I. Final Accounting and Disposition of Government Property
Upon completing this Order, or at such earlier dates as may be fixed by the SRNS Procurement Representative, the Subcontractor/Supplier shall submit, in a form acceptable to the SRNS Procurement Representative, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this Order or delivered to SRNS. The Subcontractor/Supplier shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the SRNS Procurement Representative. The net proceeds of any such disposal shall be credited to the Order price or shall be paid to SRNS as the SRNS Procurement Representative directs.
- J. Abandonment and Restoration of Subcontractor's/Supplier's Premises
Unless otherwise provided herein, SRNS -
- (1) May abandon any Government property in

place, at which time all obligations of SRNS and the Government regarding such abandoned property shall cease; and

- (2) Has no obligation to restore or rehabilitate the Subcontractor's/Supplier's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon Order completion). However, if the Government property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph H of this article may properly include restoration or rehabilitation costs.

K. Communications

All communications under this article shall be in writing.

L. Overseas Orders

If this Order is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government property" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government property," respectively.

11. LIMITATION OF FUNDS

NOTE: This article is applicable only if this Order is partially funded.

- A. Of the total price of this Order, the sum of \$ _____ is presently available for payment and allotted to this Order. It is anticipated that additional funds will be allocated to the Order in accordance with the following schedule until the total price of the Order is funded:
- B. The Subcontractor/Supplier agrees to perform or have performed work on this Order up to the point at which, if this Order is terminated pursuant to the Termination For Convenience of SRNS article of this Order, 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 Order. 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 Order for a further period as may be specified in the Order or otherwise agreed to by the parties.
- (4) If, after the notification referred to in subdivision C.(3)(ii) of this clause, additional funds are not allotted by the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it, SRNS shall, upon the Subcontractor's/Supplier's written request, terminate this Order 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 Order, the parties shall agree on the applicable period of order 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 Order 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 Order, the Subcontractor/Supplier incurs additional costs or is delayed in the performance of the work under this Order, 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 Order.
- G. The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of SRNS under the default article of this Order. This clause shall become inoperative upon the allotment of funds for the total price of the work under this Order except for rights and obligations then existing under this clause.
- H. Nothing in this clause shall affect the right of SRNS to terminate this Order pursuant to the Termination for Convenience of SRNS article of the Order.

12. SECURITY REQUIREMENTS (JUN 2009)

DEAR 952.204-2

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

- A. **Responsibility.** It is the Subcontractor's/Supplier's duty to protect all classified information, special nuclear material and other DOE property. The Subcontractor/Supplier shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Subcontractor's/Supplier's possession in connection with the performance of work under this Subcontract against sabotage, espionage, loss or theft. Except as otherwise

expressly provided in this Subcontract, the Subcontractor/Supplier shall, upon completion or termination of this Subcontract, transmit to DOE any classified matter or special nuclear material in the possession of the Subcontractor/Supplier or any person under the Subcontractor's/Supplier's control in connection with performance of this Subcontract. If retention by the Subcontractor/Supplier of any classified matter is required after the completion or termination of the Subcontract, the Subcontractor/Supplier shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the DOE Contracting Officer, the security provisions of the Subcontract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the Subcontract.

- B. **Regulations.** The Subcontractor/Supplier agrees to comply with all security regulations and Subcontract requirements of DOE in effect on the date of award.
- C. **Definition of Classified Information.** The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive Orders, which is identified as *National Security Information*.
- D. **Definition of Restricted Data.** The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].
- E. **Definition of Formerly Restricted Data.** The term "*Formerly Restricted Data*" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor

agencies and the Department of Defense that the information: (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

F. **Definition of National Security Information.**

The term "*National Security Information*" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor Order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

G. **Definition of Special Nuclear Material.**

The term "*special nuclear material*" means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

H. **Access authorizations of personnel.**

a. The Subcontractor/Supplier shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and Subcontract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

b. The Subcontractor/Supplier must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, (SRNS to provide this testing), prior to selecting the individual for a position requiring a DOE access authorization.

I. A review must: verify an uncleared applicant's or uncleared employee's educational background, including any high

school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Subcontractor/Supplier is located; and conduct a credit check and other checks as appropriate.

a. Subcontractor/Supplier reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

b. In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Subcontractor/Supplier must comply with all applicable laws, regulations, and Executive Orders, including those: (a) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (b) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

c. In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug (SRNS to provide this testing), as defined in 10 CFR Part

- 707.4. All positions requiring access authorizations are determined to be *testing designated positions* in accordance with 10 CFR Part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.
- d. When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Subcontractor/Supplier shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.
 - e. The Subcontractor/Supplier must furnish to the head of the cognizant local DOE Security Office, in writing, electronically, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization:
 - i. The date(s) each Review was conducted;
 - ii. Each entity that provided information concerning the individual;
 - iii. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;
 - iv. A certification that all information collected during the review was reviewed and evaluated in accordance with the Subcontractor's/Supplier's personnel policies; and
 - v. The results of the test for illegal drugs (SRNS to provide this testing).
 - i. **Criminal liability.** It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Subcontractor/Supplier or any person under the Subcontractor's/Supplier's control in connection with work under this Subcontract, may subject the Subcontractor/Supplier, its agents, employees, or Subcontractors/Suppliers to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).
 - J. **Foreign Ownership, Control, or Influence.** (1) The Subcontractor/Supplier shall immediately provide the cognizant security office written electronic notice of any change in the extent and nature of foreign ownership, control or influence over the Subcontractor/Supplier which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this Subcontract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting.
 - 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].

13. **CONFIDENTIALITY OF INFORMATION**

- A. To the extent that work under this Subcontract requires that the Subcontractor/Supplier and Subtier Subcontractors/Suppliers be granted access to confidential or proprietary business, technical or financial information belonging to the Government, SRNS or other companies, the Subcontractor/Supplier shall, maintain such information in confidence and agrees not to further disseminate such information to any third parties unless specifically authorized by SRNS or the Purchasing Representative in writing. The foregoing obligations, however, shall not apply to:
 - Information which is or becomes available to the public through no fault of the Subcontractor/Supplier;
 - Information which the Subcontractor/Supplier can demonstrate by written record was previously known to them and was not acquired directly or indirectly from the government or other companies

subject to any obligations of confidentiality;

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

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

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

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

14. COUNTERINTELLIGENCE

A. The Subcontractor/Supplier shall take all reasonable precautions in the work under this Subcontract to protect SRNS/DOE programs,

facilities, technology, personnel, unclassified sensitive information and classified matter from foreign intelligence threats and activities conducted for governmental or industrial purposes, in accordance with DOE Order 475-1, Counterintelligence Program; Executive Order 12333, U.S. Intelligence Activities; and other pertinent national and Departmental Counterintelligence requirements.

B. The Subcontractor/Supplier shall comply with requirements established by the DOE-SR Counterintelligence Officer. The DOE-SR Counterintelligence Officer will be responsible for conducting defensive Counterintelligence briefings and debriefings of Subcontractor/Supplier employees traveling to foreign countries or interacting with foreign nationals. The Subcontractor/Supplier shall be responsible for requesting defensive Counterintelligence briefings and debriefings of Subcontractor/Supplier employees who have traveled to foreign countries or interacted with foreign nationals. The Subcontractor/Supplier shall coordinate Counterintelligence Awareness training activities with the **SRNS Procurement Representative**. The Subcontractor/Supplier shall immediately report targeting, suspicious activity and other Counterintelligence concerns to the **SRNS Procurement Representative**; and shall provide assistance to other elements of the U.S. Intelligence Community as stated in the aforementioned Executive Order, the DOE Counterintelligence Order, and other pertinent national and Departmental Counterintelligence requirements.

15. RESERVED

16. 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. Subcontractor/Suppliers must immediately notify the STR or the **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. Subcontractor/Suppliers/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**.

17. NON-PROLIFERATION

If any item(s) provided under this Order are foreign made and will require importation into the United States to fulfill the requirements under this Order, the Supplier represents that delivery of such items will not violate any non-proliferation laws, rules or regulations of the country or countries from which the materials are to be exported.

18. SCIENTIFIC AND TECHNICAL INFORMATION

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

- (ii) Vector art (for example, line art) will be submitted as EPS images.
- (iii) Data-driven displays (e.g., spreadsheet charts) must be accompanied by data set used to generate them.

19. COPYRIGHTS FOR SRNS DIRECTED TECHNICAL PERFORMANCE

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

20. GENERAL CONDITIONS OF EQUIPMENT RENTAL

- A. Rental Payments
 Upon the submission of proper invoices or vouchers, Savannah River Nuclear Solutions (SRNS) shall pay, as full compensation for use of the Equipment, rent at rates set forth in the order to which these General Conditions are attached. Payments will be made at the end of each month or at the end of the rental, whichever occurs first, for rental accrued during the previous rental period.
- B. Rental Rates
 (1) The actual length of the rental period will establish the Base Rental rate (for example, if the Lessor's proposal included a daily, weekly, and monthly rate, and the actual rental period was three days - the daily rate would apply; if the actual rental period was ten days - the weekly rate would apply; and if the actual rental period was 40 days - the monthly rate would apply). The Base Rental Period shall be as in column 1 below. For portions of a rental period beyond one or more full Base Periods, rental shall be calculated by the fractional period multiplied by the Base Rental rate. The Fractional Periods are specified in Column 2 below. Base Rental rates contemplate the following maximum use: Day - 8 hrs. (or as stipulated at time of rental); Week - 40 hrs; and Month - 176 hrs. For each hour that the Equipment is in use in excess of the applicable contemplated operation, there shall be paid as rental a sum equal to the Base Rental

rate multiplied by the overtime rate in Column 3 below.

- (2) Should the total rental calculated on the applicable Base Rental rate, exclusive of overtime, exceed the proposed rate for the next longer rental term the lesser rental shall be paid.

	Column 1	Column 2	Column 3
<u>Rental Term</u>	<u>Base Rent Period</u>	<u>Fractional Period</u>	<u>Overtime Rate</u>
Monthly	1 cal mth	.0455xmnthy = rt/day	.0057x mnthy = rt/hr
Wkly	7 cons dys	.20 x wkly = rt/day	.025 x wkly = rt/hr
Daily	24 cons hrs	.125 x dly = rt/hr	.125 x dly = rt/hr
Hourly	1 oper hr	1 hour	1 hour

C. Condition of Equipment

- (1) When delivered to job site, the Equipment shall be in condition to render efficient, economical, and continuous service and its condition shall comply fully with all applicable Federal and State statutes and any regulations issued there under. Each item of Equipment shall be inspected, tested, and inventoried by Lessor and SRNS at job site upon arrival and immediately prior to return shipment. A joint written report shall be made and copies filed with each of the parties. Lessor shall accept SRNS's report in the event the Lessor fails to participate in such inspections. Such inspections and reports shall fix and determine the rights and obligations of the parties with reference to the condition of the Equipment.
- (2) If SRNS determines that any equipment furnished does not comply with this purchase order, SRNS shall promptly inform the Lessor in writing. If the Lessor fails to replace the equipment or correct the defects as required by SRNS, SRNS may
- (i) By contract or otherwise, correct the defect or arrange for the lease of similar equipment and shall charge or set off against the Lessor any excess costs occasioned thereby, or
 - (ii) Terminate the purchase order under the Termination for Cause article of this order.
- (3) SRNS shall make repairs or, at its option, shall reimburse Lessor for repairs due to damage caused by exceeding manufacturer's rated capacities. All other repairs

attributable to equipment failure shall be Lessor's responsibility. Should Equipment become inoperative because of necessary repairs which are the Lessor's responsibility, rental period will discontinue upon SRNS's notification to the Lessor of such conditions, and rental period will resume only when Equipment is placed in a condition as required under this Section 3. SRNS will notify Lessor prior to making repairs for the account of the Lessor. Unless otherwise specified in the order, SRNS will furnish all fuel and lubricants and all operators and mechanics for necessary operation, use, and servicing of the Equipment.

- (4) Equipment, when returned to Lessor, shall be in as good condition as when delivered at job site, usual and ordinary wear and tear excepted.

D. Rental Period

- (1) The period for which rental is payable for an item of Equipment shall begin on the date Equipment is delivered to the job site, except that if SRNS gives a definite required delivery date to the Lessor prior to shipment, the Rental Period shall not start until such date. However, rent shall accrue only for the period that the equipment is in the possession of SRNS. The Rental Period shall end when the equipment is delivered for shipment to the point of origin or such other return point as may be designated by Lessor, such delivery to be evidenced by a Bill of Lading or other similar evidence covering shipment. If Lessor fails to notify SRNS of destination prior to time Equipment is ready for return shipment, no rental time shall accrue until such notification is given SRNS and Equipment is loaded for Shipment.
- (2) If Equipment is not in required condition, as determined by SRNS, when it arrives at the job site, the Rental Period shall not begin until it shall, at the expense of Lessor, have been placed in proper condition.
- (3) If the inspection report made immediately prior to return shipment establishes that the Equipment is not in condition required of SRNS under the fourth paragraph of Section C of these conditions, SRNS shall do all things necessary to place it in such condition and the Rental Period shall not terminate prior to placing the Equipment is such condition.

(4) Unless otherwise stated in the order, SRNS makes no representation or guarantee as to the length of the Rental Period or the amount of rental, which will accrue, for any Equipment, it being the intent that the Equipment may be rented for as long as SRNS requires. The rental of any Equipment which does not perform to SRNS's satisfaction may be terminated upon notice by SRNS to Lessor.

E. Transportation Costs

If so stated in the order, transportation will be paid by SRNS F.O.B. original point of shipment and return transportation F.O.B. to original point of shipment or equivalent mileage. Transportation of Equipment shall be accomplished by the most economical means and there shall be paid the actual cost of such transportation. No transportation charges will be paid by SRNS for any Equipment which SRNS determines is not in the condition required by Section C.

F. Loading, Unloading & Transport of Self-Propelled Medium or Heavy Construction Equipment.

Lessor shall ensure that any activity involving the loading, unloading, and transport of self-propelled medium or heavy construction equipment on the Savannah River Site (i.e., upon delivery and pickup by the Lessor) is performed in a manner that provides for the safety of all personnel involved in the process. Prior to performing any such activities the Lessor shall read and complete the SRNS "Self Propelled Equipment Loading, Unloading and Transport Safety Review Checklist", and provide a copy to the SRNS Portable Equipment Commodity Management Center (PECMC) representative on delivery of the equipment to SRS and also before equipment is loaded for return to the Lessor. A Copy of the checklist can be found on the SRS Home Page or can be provided by the SRNS **Procurement Representative** on request.

G. Liability Provisions

By acceptance of the order to which these Conditions apply, Lessor agrees that

- (1) Lessor assumes and hereby relieves SRNS of any and all liability for any loss or damage to the Equipment rented to SRNS occurring during the period from the date of shipment to SRNS to the date of return to Lessor as the result of any cause other than the sole fault or negligence of SRNS;
- (2) SRNS's liability under this provision shall be limited to the fair market value of the Equipment taking into consideration its age

and condition immediately prior to said loss or damage.

H. Recapture Provisions

Note: Optional and in effect only if so stated in the terms and conditions of the order.

- (1) If this provision is applicable,
 - (i) a recapture valuation mutually agreeable to SRNS and Lessor shall be established and stated in the order
 - (ii) Lessor certifies that there are no encumbrances of any nature, legal or equitable, held by any person against the Equipment rented hereunder, unless so stated in the order.
- (2) At any time during or at the end of the rental period of the Equipment, SRNS may purchase the Equipment by paying to Lessor the difference between such valuation and total rental paid, plus a charge to cover interest at a rate specified in this order for the unpaid balance of the equipment valuation for each month or fraction thereof that such Equipment has been under rental to SRNS. Title to such Equipment shall then vest in SRNS and Lessor shall deliver to SRNS such instruments of title as SRNS may require, free of any and all liens and encumbrances.

I. Equipment Operated and Maintained

The following provisions shall be applicable if Equipment is rented on the basis of operation and maintenance by the Lessor:

- (1) All rental rates stipulated in this order include all charges for operation and maintenance of the Equipment by Lessor.
- (2) Lessor has qualified or will promptly qualify and will make all payments under the terms of the unemployment compensation laws of the state in which the Equipment will be operated. In addition, Lessor will, at Lessor's expense, carry insurance in minimum limits as specified in the Article titled "Work on SRNS, Government or other Premises", included in these Terms and Conditions.
- (3) Lessor shall obtain SRNS's prior approval before employing any Subcontractor/Suppliers/Suppliers. Each Subcontractor/Supplier must also carry insurance as specified in subparagraph (2), supra. Lessor shall carry Contractor's Protective Public Liability, Bodily Injury, and Protective Property Damage insurance of the same minimum limits.

- (4) Lessor shall be responsible for all persons engaged to operate or maintain the Equipment or to perform any other work Lessor is obligated to perform under this purchase order. None of said persons shall constitute employees of SRNS.
- (5) In the operation of the Equipment, Lessor shall comply with all Federal, State, and local regulations and with all safety regulations in effect on the SRNS site. In addition, Lessor shall
 - (i) Comply with recognized safety practices for the type of work being performed including the furnishing of necessary safety equipment
 - (ii) Conduct and protect operations in such a manner as to avoid exposing others to injury.
- (6) Lessor shall ensure that all equipment operators have appropriate qualifications and experience for operating the specified equipment, to include any applicable State, Federal or local licenses or certifications.

J. Notices

Any notice to be given hereunder shall be mailed to the party to be notified, at the address set forth in the order, by registered mail, and shall be deemed given when so mailed.

21. PERFORMANCE-BASED MILESTONE PAYMENTS

A. Amount of payments and limitations on payments.

Subject to such other limitations and conditions as are specified in this Subcontract and this article, the amount of payments and limitations on payments shall be specified in the Subcontract's description of the basis for payment.

B. Subcontractor/Supplier request for performance-based payment.

The Subcontractor/Supplier may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to SRNS. Unless otherwise authorized by the SRNS, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Subcontractor's/Supplier's request shall contain the information and certification detailed in paragraphs (L) and (M) of this article.

C. Approval and payment of requests.

- (1) The Subcontractor/Supplier shall not be entitled to payment of a request for performance-based payment prior to

successful accomplishment of the event or performance criterion for which payment is requested. The SRNS Procurement Representative shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the Subcontract. SRNS may, at any time, require the Subcontractor/Supplier to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

- (2) The approval by SRNS of a request for performance-based payment does not constitute an acceptance by SRNS and does not excuse the Subcontractor/Supplier from performance of obligations under this Subcontract.

D. Liquidation of performance-based payments.

- (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole Subcontract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.
- (2) If at any time the amount of payments under this Subcontract exceeds any limitation in this Subcontract, the Subcontractor/Supplier shall repay to SRNS the excess. Unless otherwise determined by SRNS, such excess shall be credited as a reduction in the un-liquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

E. Reduction or suspension of performance-based payments.

SRNS may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the Subcontract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

- (1) The Subcontractor/Supplier failed to comply with any material requirement of

this Subcontract (which includes paragraphs (H) and (I) of this clause).

- (2) Performance of this contract is endangered by the Subcontractor's/Supplier's—
 - (i) Failure to make progress; or
 - (ii) Unsatisfactory financial condition.
- (3) The Subcontractor/Supplier is delinquent in payment of any Subtier Subcontractor/Supplier or supplier under this Subcontract in the ordinary course of business.

F. Title.

- (1) Title to the property described in this paragraph (F) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this Subcontract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this Subcontract.
- (2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Subcontractor/Supplier that are or should be allocable or properly chargeable to this Subcontract under sound and generally accepted accounting principles and practices:
 - (i) Parts, materials, inventories, and work in process;
 - (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this Subcontract;
 - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (F)(2)(ii) of this clause; and
 - (iv) Drawings and technical data, to the extent the Subcontractor/Supplier or Subcontractor/Suppliers/Suppliers are required to deliver them to SRNS by other articles of this Subcontract.
- (3) Although title to property is in the Government under this article, other applicable articles of this Subcontract (e.g., the termination or special tooling articles) shall determine the handling and disposition of the property.
- (4) The Subcontractor/Supplier may sell any scrap resulting from production under this Subcontract, without requesting SRNS's approval, provided that any significant

reduction in the value of the property to which the Government has title under this clause is reported in writing to SRNS.

- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Subcontractor/Supplier must obtain SRNS's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the Subcontract and not payable (if the property is part of or needed for performance), and the Subcontractor/Supplier shall refund the related performance-based payments in accordance with paragraph (D) of this clause.
- (6) When the Subcontractor/Supplier completes all of the obligations under this Subcontract, including liquidation of all performance-based payments, title shall vest in the Subcontractor/Supplier for all property (or the proceeds thereof) not—
 - (i) Delivered to, and accepted by, SRNS under this Subcontract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, SRNS under this Subcontract and to which title is vested in the Government under this article.
- (7) The terms of this Subcontract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this article.

G. Risk of loss.

Before delivery to and acceptance by SRNS, the Subcontractor/Supplier shall bear the risk of loss for property, the title to which vests in the Government under this article, except to the extent SRNS expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the Subcontract and not payable (if the property is part of or needed for performance), and the Subcontractor/Supplier shall refund the related performance-based payments in accordance with paragraph (D) of this article.

H. Records and controls.

The Subcontractor/Supplier shall maintain records and controls adequate for administration of this article. The Subcontractor/Supplier shall have no

entitlement to performance-based payments during any time the Subcontractor's/Supplier's records or controls are determined by SRNS to be inadequate for administration of this article.

I. Reports and SRNS access.

The Subcontractor/Supplier shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by SRNS for the administration of this article and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Subcontractor/Supplier shall give SRNS reasonable opportunity to examine and verify the Subcontractor's/Supplier's records and to examine and verify the Subcontractor's/Supplier's performance of this Subcontract for administration of this article.

J. Special terms regarding default.

If this Subcontract is terminated under the Termination for Cause article,

- (1) the Subcontractor/Supplier shall, on demand, repay to SRNS the amount of unliquidated performance-based payments, and
- (2) title shall vest in the Subcontractor/Supplier, on full liquidation of all performance-based payments, for all property for which SRNS elects not to require delivery under the Termination for Cause article of this Subcontract. SRNS shall be liable for no payment except as provided by the Termination for Cause article.

K. Reservation of rights.

- (1) No payment or vesting of title under this clause shall—
 - (i) Excuse the Subcontractor/Supplier from performance of obligations under this Subcontract; or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the Subcontract.
- (2) SRNS's rights and remedies under this article—
 - (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this Subcontract; and
 - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this article or the exercise of any other right, power, or privilege of SRNS.

L. Content of Subcontractor's/Supplier's request for performance-based payment.

The Subcontractor's/Supplier's request for performance-based payment shall contain the following:

- (1) The name and address of the Subcontractor/Supplier;
- (2) The date of the request for performance-based payment;
- (3) The Subcontract number and/or other identifier of the Subcontract or order under which the request is made;
- (4) Such information and documentation as is required by the Subcontract's description of the basis for payment; and
- (5) A certification by a Subcontractor/Supplier official authorized to bind the Subcontractor/Supplier, as specified in paragraph (M) of this clause.

M. Content of Subcontractor's/Supplier's certification.

As required in paragraph (L)(5) of this article, the Subcontractor/Supplier shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Subcontractor/Supplier, in accordance with the Subcontract and the instructions of SRNS;
- (2) (Except as reported in writing on _____), all payments to Subtier Subcontractor/Suppliers under this Subcontract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the Subcontract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Subcontractor/Supplier since the submission by the Subcontractor/Supplier to SRNS of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have

been requested will not exceed any limitation in the Subcontract, and the amount of all payments under the Subcontract will not exceed any limitation in the Subcontract.

34. *REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002)

Incorporated by Reference FAR 52.208-8

22. *SERVICE CONTRACT ACT OF 1965 AS AMENDED (NOV 2007)

Incorporated by Reference FAR 52.222-41

24. *STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

Incorporated by Reference FAR 52.222-42

25. *FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)

Incorporated by Reference FAR 52.222-43

26. *FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (FEB2002)

Incorporated by Reference FAR 52.222-44

27. *GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)

Incorporated by Reference FAR 52.245-19,

28. *UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2004)

Incorporated by Reference FAR 52.219-8

29. *SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)

Incorporated by Reference

FAR 52.219-9

30. *RIGHTS IN DATA – GENERAL (JUN 1987)

Incorporated by Reference FAR 52.227-14 as modified pursuant to DEAR 927.409(a)(1)

31. *CLASSIFICATION/DECLASSIFICATION (SEP 1997)

Incorporated by Reference DEAR 952.204-70

32. *FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (APR 1984)

Incorporated by Reference FAR 52.227-10

33. *FOREIGN TRAVEL (DEC 2000)

Incorporated by Reference DEAR 952.247-70