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GENERAL PROVISIONS FOR  
COST REIMBURSEMENT CONTRACTS  
UNDER

U. S. DEPARTMENT OF ENERGY  
PRIME CONTRACT NO. DE-AC09-08SR22470

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

*\* Incorporated by reference to appropriate FAR  
clause (see <https://www.acquisition.gov/far/>) and DEAR  
(see [http://energy.gov/management/downloads/searchable-  
electronic-department-energy-acquisition-regulation](http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation))*

TABLE OF CONTENTS notifying

<u>Article</u>	<u>Page No.</u>
SECTION A .....	3
A.1 DEFINITIONS .....	3
A.2 GENERAL.....	4
A.3 SUBCONTRACTING .....	5
A.4 CHANGES.....	7
A.5 APPROVALS .....	7
A.6 ALLOWABLE COST AND PAYMENT.....	7
A.7 PAYMENT BY ELECTRONIC FUNDS TRANSFER.....	10
A.8 PASSAGE OF TITLE AND LIENS.....	11
A.9 ASSIGNMENT.....	11
A.10 FIXED FEE .....	11
A.11 LIMITATION OF FUNDS .....	11
A.12 INSURANCE-LIABILITY TO THIRD PARTIES 12	12
A.13 PUBLIC RELEASE OF INFORMATION....	14
A.14 TECHNICAL DIRECTION.....	14
A.15 TERMINATION .....	15
A.16 DISPUTES.....	17
A.17 OCCUPATIONAL SAFETY AND HEALTH ACT.....	17
A.18 COMPLIANCE.....	17
A.19 RIGHTS TO PROPOSAL DATA .....	19
A.20 SRNS POLICY ON OPPORTUNITY .....	19
A.21 TOXIC SUBSTANCES CONTROL ACT OF 1976 19	19
A.22 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.....	19
A.23 MONTHLY ACCRUAL REPORT.....	20
A.24 COMPLIANCE WITH EMPLOYEE CONCERNS .....	20
A.25 CONFIDENTIALITY OF INFORMATION	20
A.26 KEY PERSONNEL.....	21
A.27 FOREIGN TRAVEL.....	21
A.28 STATE AND LOCAL TAXES .....	21

A.29 WORKPLACE SUBSTANCE ABUSE PROGRAMS.....	22
A.30 BADGING REQUIREMENTS .....	23
A.31 SOUTH CAROLINA TAX REQUIREMENTS FOR NONRESIDENTS .....	25
A.32 OZONE DEPLETING SUBSTANCE.....	25
A.33 REPORTING OF ROYALTIES .....	25
A.34 RESERVED .....	25
A.35 SUBCONTRACTORS/SUPPLIER LIABILITY FOR FINES AND PENALTIES .....	25
A.36 FOREIGN NATIONALS.....	25
A.37 JOINT INTELLECTUAL PROPERTY RIGHTS 26	26
A.38 ACCESS TO DOE-OWNED OR LEASED FACILITIES.....	26
A.39 WAIVER OF BENEFITS (STAFF AUGMENTATION SUBCONTRACTS ONLY) 27	27
A.40 SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE .....	27
*A.41 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005).....	27
*A.42 EQUAL OPPORTUNITY (APR 2002) .....	27
*A.43 STOP WORK ORDER (AUG 1989).....	27
*A.44 CONVICT LABOR (JUN 2003) .....	27
*A.45 NOTICE OF LABOR DISPUTES (FEB 1997)27	27
*A.46 INTEREST (JUN 1996).....	27
*A.47 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)27	27
*A.48 LIMITATION OF COST (APR 1984).....	27
*A.49 EXCUSABLE DELAYS (APR 1984).....	27
*A.50 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984).....	27
*A.51 FACILITIES CAPITAL COST OF MONEY (OCT 1997).....	27
*A.52 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997).....	28
*A.53 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005).....	28
A.54 ACCOUNTS, RECORDS AND INSPECTIONS (DEC 2000) DEVIATION ACQUISITION LETTER 2005-04, 11/02/2004.....	28
*A.55 PROPERTY (DEC 2000) .....	28
*A.56 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006).....	28
*A.57 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005) .....	28
*A.58 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998).....	28
*A.59 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005).....	28
*A.60 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)28	28
*A.61 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS .....	28
*A.62 ENERGY EFFICIENCY IN ENERGY- CONSUMING PRODUCTS .....	28

*A.63	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS .....	28
*A.64	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS .....	28
*A.65	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS .....	28
*A.66	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS .....	28
A.67	COMPLIANCE WITH DIESEL EMISSION REDUCTION ACT (DERA) .....	28
A.68	INSPECTION EXCEPTION FOR THORIATED TUNGSTEN ELECTRODES.....	28
A.69	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS.....	29
A.70	EXPORT CONTROL .....	29
A.71	DOE O 442.2 – DIFFERING PROFESSIONAL OPINIONS FOR TECHNICAL ISSUES INVOLVING ENVIRONMENT, SAFETY AND HEALTH .....	29
A.72	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (REFERENCE FAR 52.204-21 JUN 2016) ....	29
*A.73-1	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS (MAY 2004) WITH ALTERNATE I (JUNE 2003).....	30
A.73-2	GOVERNMENT FURNISHED AND SUBCONTRACTOR/SUPPLIER-ACQUIRED PROPERTY .....	30
A.74	CONTRACTOR REQUIREMENTS DOCUMENT DOE O 221.1B, REPORTING FRAUD, WASTE AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL.....	30
A.75	CONTRACTOR REQUIREMENTS DOCUMENT DOE O 221.2A, COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL.....	32
A.76	DOE O 486.1A, FOREIGN GOVERNMENT SPONSORED OR AFFILIATED ACTIVITIES .....	32
A.77.	ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) .....	33
<b>SECTION B .....</b>		<b>35</b>
*B.1	BUY AMERICAN ACT- -SUPPLIES.....	35
	(JUN 2003) FAR 52.225-1 .....	35
*B.2	EMPLOYMENT ELIGIBILITY VERIFICATION.....	35
<b>SECTION C .....</b>		<b>35</b>
*C.1	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998).....	35
*C.2	PATENT INDEMNITY (APR 1984).....	35
*C.3	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999).....	35
<b>SECTION D .....</b>		<b>35</b>

D.1	INSPECTION OF SUPPLIES AND SERVICES .....	35
*D.2	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005) .....	36
*D.3	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001).....	36
*D.4	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001).....	36
<b>SECTION E .....</b>		<b>36</b>
E.1	SUSTAINABLE ACQUISITION PROGRAM.....	36
E.2	EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT [OCT 2010] .....	38
*E.3	AUTHORIZATION AND CONSENT (JUL 1995) .....	38
*E.4	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002).....	38
*E.5	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) .....	38
*E.6	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005).....	38
*E.7	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004).....	38
*E.8	INTEGRITY OF UNIT PRICES (OCT 1997).....	38
*E.9	ANTI-KICKBACK PROCEDURES (JUL 1995) .....	38
*E.10	RESTRICTION ON CONTRACTOR SALES TO THE GOVERNMENT (JUL 1995).....	38
*E.11	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OVERTIME COMPENSATION (JUL 2005) .....	38
*E.12	PREFERENCE FOR PRIVATELY-OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006).....	38
*E.13	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003).....	38
*E.14	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004).....	38
<b>SECTION F .....</b>		<b>38</b>
*F.1	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997).....	39
*F.2	WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000) .....	39
*F.3	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005).....	39
*F.4	SMALL BUSINESS SUBCONTRACTING PLAN ALT III (JAN 2017) .....	39

*F.5	SMALL BUSINESS SUBCONTRACTING PLAN ALT IV (JAN 2019) (DEVIATION 2-19-O0005) (JAN 2019) .....	39
<b>SECTION G .....</b>		
G.1	INTEGRATION OF ENVIRONMENT, SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION .....	39
G.2	ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE – CATEGORY A.....	40
G.3	ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE – CATEGORY B.....	42
G.4	ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE – CATEGORY C.....	44
G.5	GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES .....	46
G.6	SECURITY EDUCATION REQUIREMENTS FOR SUBCONTRACTORS/SUPPLIER.....	47
G.7	UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI) .....	48
G.8	SCIENTIFIC AND TECHNICAL INFORMATION .....	48
G.9	AUTHORIZATION AND CONSENT .....	49
G.10	COUNTERINTELLIGENCE .....	49
G.11	NON-PROLIFERATION.....	49
G.12	CHANGES, EXTRAS AND SUBSTITUTIONS - (SUPPLEMENT).....	49
G.13	RIGHT OF FIRST REFUSAL OF EMPLOYMENT .....	50
G.14	COPYRIGHTS FOR SRNS DIRECTED TECHNICAL PERFORMANCE .....	50
*G.15	CLASSIFICATION/ DECLASSIFICATION (SEP 1997).....	51
*G.16	FILING OF PATENT APPLICATIONS- CLASSIFIED SUBJECT MATTER (APR 1984) 51	
*G.17	PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997).....	51
*G.18	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995)51	
*G.19	RIGHTS IN DATA – GENERAL (JUN 1987)51	
*G.20	RIGHTS IN DATA - ALTERNATE II (JUN 1987) 51	
*G.21	RIGHTS IN DATA - ALTERNATE III (JUN 1987).....	51
*G.22	ADDITIONAL DATA REQUIREMENTS (JUN 1987).....	51
*G.23	SERVICE CONTRACT ACT OF 1965 AS AMENDED (NOV 2007).....	51
*G.24	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989).....	51
*G.25	RESERVED.....	51
*G.26	COST ACCOUNTING STANDARDS (CAS) (APR 1998).....	51
*G.27	ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005).....	51
*G.28	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)....	51

*G.29	PRIVACY ACT (APR 1984).....	51
*G.30	DUTY-FREE ENTRY (FEB 2000) .....	51
*G.31	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) .....	52
*G.32	ACQUISITION OF REAL PROPERTY (APR 1984).....	52
*G.33	RESERVED .....	52
*G.34	FIRST ARTICLE APPROVAL - TESTING (SEP 1989) .....	53
*G.35	PRINTING (DEC 2000) .....	53
*G.36	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) .....	53
*G.37	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997) .....	53
*G.38	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003) ..	53
*G.39	RESEARCH MISCONDUCT (JUL 2005)....	53
*G.40	REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002).....	53
G.41	SECURITY REQUIREMENTS (JUN 2009)	53
*G.42	RIGHTS IN DATA – FACILITIES.....	56
G.43	DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011) .....	56

**SECTION H.....56**

H.1	AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUB. L.....	56
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**SECTION A**

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

**A.1 DEFINITIONS**

Whenever used in this document with initial capitalization, the following definitions shall be applicable unless the context indicates otherwise:

- A. "Contracting Officer" shall mean the Government official executing the Prime Contract No. DE-AC09-08SR22470 between SRNS and DOE. The Contracting Officer is the Government Official who is authorized to execute, administer, and terminate the contract, and includes the authorized representatives thereof, when such individuals are acting within the limits of their authority as delegated by the Contracting Officer.
- B. "DOE" shall mean the United States Department of Energy or any duly authorized representative thereof, including any successor or predecessor agency thereof, including the Contracting Officer.
- C. "Government" shall mean the United States of America.
- D. "Head of the agency" or "Secretary" shall mean the Secretary, the Under Secretary, and Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency.

- E. "Services" shall mean labor, direction of labor, production of technical information, consulting services or any other services furnished by Subcontractor and its Subcontractors under this Order, including services performed, workmanship, and materials furnished or used in performing services.
- F. "Subcontractor" shall mean any Subcontractor or Supplier of any tier who supplies goods and/or services to Subcontractor in connection with Subcontractor's obligations under this Order.
- G. "Subcontractor" shall mean the person or organization entering into this Order with SRNS.
- H. "Subcontractor's managerial personnel" shall mean any of the Subcontractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of:
  - (1) All or substantially all of the Subcontractor's business;
  - (2) All or substantially all of the Subcontractor's operation at a plant or separate location at which this Order is being performed; or
  - (3) A separate and complete major industrial operation connected with performing this Order.
- I. "Supplies" shall mean equipment, components, parts and materials, including, but not limited to, raw materials, components, intermediate assemblies, end products, lots of supplies and data to be provided by Subcontractor and its Subcontractors pursuant to this Order.
- J. "Vendor Data" shall mean any and all information, data and documentation to be provided by Subcontractor and its Subcontractors under this Order.
- K. "Work" shall mean Supplies, Services, and Vendor Data provided by Subcontractor and its Subcontractors and all work performed with respect thereto, pursuant to this Order.
- L. "SRNS" shall mean the Savannah River Nuclear Solutions, LLC.
- M. "SRNS Procurement Representative" shall mean a person with the authority to execute, administer, and terminate the contract, and make related determinations and findings. The term includes certain authorized representatives of the SRNS Procurement Representative acting within the limits of their authority as delegated by the SRNS Procurement Representative
- N. "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act

funds. Covered Funds must be reimbursed by September 30, 2015.

- O. "Non-Federal Employer" means any employer with respect to Covered Funds – the Contractor or Subcontractor/Supplier, as the case may be, if the Contractor or Subcontractor/Supplier is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any Contractor or Subcontractor/Supplier receiving the funds and any Contractor or Subcontractor/Supplier of the State or local government; and does not mean any department, agency, or other entity of the federal government.

## A.2 GENERAL

The terms and conditions of these General Provisions and those set forth elsewhere in the Savannah River Nuclear Solutions, LLC (SRNS) Order or Subcontract apply notwithstanding any different or additional terms and conditions which may be submitted or proposed by Subcontractor/Supplier, and SRNS objects to and shall not be bound by any such additional or different terms and conditions.

- A. This Order, which term shall be determined to include related plans, drawings, specifications, and other documents, contains the entire agreement and understanding between the parties as to the subject matter of this Order, and merges and supersedes all prior agreements, understandings, commitments, representations, writings, electronic or otherwise, and discussions between them. Neither of the parties will be bound by any prior obligations, conditions, warranties, or representations with respect to the subject matter of this Order. The parties agree that recourse may not be had to alleged prior dealings, usage of trade, course of dealing, or course of performance to explain or supplement the express terms of this Order.
- B. The failure of either party to enforce at any time any of the provisions of this Order or to require at any time performance by the other party of any of such provisions shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of this Order or any parts thereof, or the right of either party thereafter to enforce each and every provision.
- C. The headings used in this Order are not to be construed as modifying, limiting, or expanding in any way the scope or extent of the provisions in this Order.

- D. All references herein to the Department of Energy Acquisition Regulations (DEAR) or Federal Acquisition Regulations (FAR) are those in effect on the date of this Order.
  - E. In the event of an inconsistency between provisions of this Order, the inconsistency shall be resolved by giving precedence as follows:
    - (1) Order;
    - (2) these General Provisions;
    - (3) statement of work; and
    - (4) other provisions of this Order, whether incorporated by reference or otherwise.
  - F. Wherever references are made in this Order to standards or codes in accordance with which the Work under this Order is to be performed, the edition or revision of the standards or codes current on the effective date of this Order shall apply unless otherwise expressly stated in the specifications and drawings. In case of conflict between any reference standards and codes and any Order Document, the latter shall govern.
  - G. Subcontractor/Supplier shall perform all Work pursuant to this Order as an independent contractor. If any part of the Work is subcontracted, Subcontractor/Supplier is responsible for having that subcontracted Work comply with the terms of this Order. No act or Order of SRNS shall be determined to be an exercise of supervision or control of performance hereunder. No provision of this Order and no action taken by SRNS under this Order shall be construed to make or constitute SRNS the employer or joint employer of any of the employees of Subcontractor/Supplier or any Subtier Subcontractors/Suppliers.
  - H. Subcontractors/Suppliers are required to register and maintain an active DUNS number and a current registration in the System for Award Management (SAM), formerly known as Central Contractor Registration (CCR), in compliance with FAR 52.204-7 and Subpart 42.12 of the FAR. In addition, a Subcontractor/Supplier Information Form (SIF) must be completed and submitted with the supplier's solicitation response.
  - I. The fees for Site required training classes will be absorbed by SRNS and the subcontractor's attendance time will be compensated for the initial attendance. If a subcontract employee does not successfully pass the course, the subcontractor's attendance time for a second pass and beyond will not be reimbursed; however, the class fees will continue to be absorbed by SRNS. The same scenario applies for substance abuse testing.
- the maximum practicable extent consistent with the objectives and requirements of this Order.
- B. "Subcontract" as used in this article includes, but is not limited to, Orders, changes, addenda and modifications to Orders. The Subcontractor/Supplier shall notify SRNS reasonably in advance of entering into any Subcontract if --
    - (1) The proposed Subcontract is of the cost-reimbursement, time-and-materials, labor-hour type, or fixed price with cost element;
    - (2) The proposed Subcontract is fixed-price and exceeds either \$25,000 or 5 percent of the total estimated cost of this Order;
    - (3) The proposed Subcontract has experimental, developmental or research work as one of its purposes; or
    - (4) The proposed Subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$10,000 or of any items of facilities.
  - C. (1) In the case of a proposed Subcontract that (i) is of the cost-reimbursement, time-and-materials, or labor-hour type, and is estimated to exceed \$10,000, including any fee, (ii) is proposed to exceed \$100,000, or (iii) is one of a number of Subcontracts with a single Subcontractor/Supplier, under this Order, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, the advance notification required by paragraph B above shall include the information specified in subparagraph 2., below.
    - (2) (i) A description of the supplies or services to be subcontracted.
    - (ii) Identification of the type of Subcontract to be used.
    - (iii) Identification of the proposed Subcontractor/Supplier and an explanation of why and how the proposed Subcontractor/Supplier was selected, including the competition obtained.
    - (iv) The proposed Subcontract price and the Subcontractor's/Supplier's cost or price analysis.
    - (v) The Subcontractor's/Supplier's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other Order provisions.
    - (vi) The Subcontractor's/Supplier's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this Order.
    - (vii) A negotiation memorandum reflecting
      - (a) The principal elements of the

**A.3 SUBCONTRACTING**

- A. Subcontractor/Supplier shall select Subcontractors/Suppliers on a competitive basis to

- Subcontract price negotiations;
- (b) The most significant considerations controlling establishment of initial or revised prices;
  - (c) The reason cost or pricing data were or were not required;
  - (d) The extent, if any, to which the Subcontractor/Supplier did not rely on Subcontractor's/Supplier's cost or pricing data in determining the price objective and in negotiating the final price;
  - (e) The extent to which it was recognized in the negotiation that the Subcontractor's/Supplier's cost or pricing data were not accurate, complete, or current; the action taken by the Subcontractor/Supplier and the Subcontractor/Supplier; and the effect of any such defective data on the total price negotiated;
  - (f) The reasons for any significant difference between the Subcontractor's/Supplier's price objective and the price negotiated; and
  - (g) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- D. The Subcontractor/Supplier shall obtain SRNS's written electronic consent before placing any Lower-tier Subcontract for which advance notification is required under paragraph (B) above.
  - E. Consent by SRNS to any Subcontracts shall not constitute a determination (1) of the acceptability of any Subcontract terms or conditions, (2) of the allowability of any cost under this Order, or (3) to relieve the Subcontractor/Supplier of any responsibility for performance.
  - F. No Subcontract placed under this Order shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type Subcontracts shall not exceed the fee limitations in paragraph 15.404-4(c)(4)(i) of the Federal Acquisition Regulation.
  - G. The Subcontractor/Supplier shall give SRNS immediate written electronic notice of any action or suit filed and prompt notice of any claim made against the Subcontractor/Supplier by any Subcontractor/Supplier or vendor that, in the opinion of the Subcontractor/Supplier, may result in litigation related in any way to this Order, with respect to which the Subcontractor/Supplier may be entitled to reimbursement from SRNS.
  - H. (1) The Subcontractor/Supplier shall insert in each price redetermination or incentive price revision Subcontract under this Order the substance of the paragraph "Quarterly limitation of payments statement" of the clause at FAR 52.216-5, Price Redetermination - Prospective, 52.216-6, Price Redetermination - Retroactive, 52.216-16, Incentive Price Revision - Firm Target, or 52.216-17, Incentive Price Revision - Successive Targets, as appropriate, modified in accordance with the paragraph entitled "Subcontracts" of that clause.
    - (2) Additionally, the Subcontractor/Supplier shall include in each cost-reimbursement Subcontract under this Order a requirement that the Subcontractor/Supplier insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above, in each Lower tier price redetermination or incentive price revision Subcontract under that Subcontract.
  - I. To facilitate small business participation in subcontracting, the Subcontractor/Supplier agrees to provide progress payments on Subcontracts under this Order that are fixed-price Subcontracts with small business concerns in conformity with the standards for customary progress payments stated in FAR 32.502-1 and 32.504(f), as in effect on the date of this Order. The Subcontractor/Supplier further agrees that the need for such progress payments will not be considered a handicap or adverse factor in the award of Subcontracts.
  - J. SRNS and the Government reserve the right to review the Subcontractor's/Supplier's purchasing system as set forth in FAR subpart 44.3.
  - K. When the use of a Subtier Subcontractor/Supplier(s) is determined to be necessary, the Subcontractor/Supplier is responsible to flow down those Technical and Quality requirements determined to be applicable for the activities within its defined scope of work, in accordance with referenced Codes / Standards / Material Specifications, or other requirements identified within the Procurement documents included with this Subcontract package. The Subcontractor/Supplier is furthermore responsible to flow down all commercial Terms and Conditions, including articles incorporated by reference, to all Subtier Subcontractors/Suppliers, which includes verification that the Subtier Subcontractor/Supplier has been appropriately qualified to perform the activities required to satisfy this procurement. The Subcontractor/Supplier must maintain objective evidence of the successful flow down of the

referenced requirements and provide such evidence to SRNS upon request. This flow down is also required at all levels if the Subtier Subcontractor/Supplier to the Subcontractor/Supplier determines it to be necessary to further subcontract its parts of this SRNS cost reimbursement Subcontract.

- L. When NQA-1 is invoked as the governing quality standard, the Prime Subcontractor/Supplier and applicable Subtier Subcontractors/Suppliers shall be required to meet the Part 1 Requirements (Sections 100 through 900, as determined to be applicable) in the Procurement document. NQA-1 Part II will be invoked at the discretion of SRNS and will be detailed via the Procurement documents, and if invoked, must be flowed down from the Prime Subcontractor/Supplier to its applicable Subtier Subcontractors/Suppliers at all levels. If the Prime Subcontractor/Supplier or its Subtier Subcontractors/Suppliers intend to upgrade materials by way of a Commercial Grade Dedication Process, SRNS must be notified of this intent and the Subcontractor's/Supplier's process verified and approved prior to dedicating any material associated with a SRNS procurement.
- M. The SRNS Procurement Representative is to be notified in writing, electronically, within five working days of any changes within your company as identified below:
  - (1) Key quality personnel to include as a minimum:
    - (i) Quality Assurance/Quality Control Manager
    - (ii) Assistant Quality Assurance/Quality Control Manager
    - (iii) Other critical Quality Assurance/ Quality Control personnel
  - (2) Quality Assurance Program Revisions
  - (3) Company ownership transfers/buy-outs, and
  - (4) All identified Nonconformance or Corrective Action Reports associated with SRNS Subcontracts including those issued concerning Subtier Subcontractors/Suppliers.

#### **A.4 CHANGES**

- A. SRNS may at any time, by a written electronic change Order from the SRNS Supply Chain Management Department, (SCM) and without notice to the sureties, if any, make changes within the general scope of this Order. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Order, and Subcontractor/Supplier timely requests an equitable adjustment,, SRNS shall make an equitable adjustment in the Order price, (1) the time of performance or delivery schedule or both; and (2) other affected terms of this

Order, and shall modify this Order accordingly. For any change, whether directed or constructive, Subcontractor/Supplier must assert any request for equitable adjustment under this article in writing, together with such supporting information as SRNS may require, electronically and within thirty days from the date of Subcontractor's/Supplier's first knowledge of the change, or Subcontractor's/Supplier's right to assert such request for equitable adjustment shall be waived. Where the cost of property made obsolete or excess as a result of a change is included in Subcontractor's/Supplier's proposal for adjustment, SRNS shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute within the meaning of the article of this Order entitled "Disputes". However, nothing herein shall excuse Subcontractor/Supplier from proceeding with this Order as changed.

- B. Any changes, extras, or additional work made or performed by Subcontractor/Supplier without the prior written electronic approval of the SRNS Supply Chain Management Department shall be at the sole risk and expense of Subcontractor/Supplier, there being no financial recourse against SRNS or the Government whatsoever.
- C. Subcontractor/Supplier shall not substitute other equipment or materials for those specified in this Order, or vary the quantity of the Work, or otherwise make any changes in the Work, without prior written electronic consent of SRNS.
- D. Notwithstanding the terms and conditions of paragraphs A and B the estimated cost of this Order and, if this Order is incrementally funded, the funds allotted for the performance of this Order, shall not be increased or considered to be increased except by specific written electronic modification of this Order indicating the new Order estimated cost and, if this Order is incrementally funded, the new amount allotted to this Order. Until this modification is made, Subcontractor/Supplier shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost article of this Order.

#### **A.5 APPROVALS**

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

#### **A.6 ALLOWABLE COST AND PAYMENT**

- A. Invoicing

SRNS shall make payments to Subcontractor/Supplier when requested as Work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by SRNS in accordance with FAR 31.2 and, as supplemented, DEAR 931.2, in effect on the date of this Order, and the terms of this Order. Subcontractor/Supplier may submit to SRNS, in such form and reasonable detail as SRNS may require, an invoice supported by a statement of the claimed allowable cost for performing this Order. A reasonable detail of costs includes, but is not limited to:

- (1) Labor categories used
- (2) Hours expended for each category
- (3) Direct labor rate(s) for each category
- (4) Direct labor costs for each category
- (5) Overhead rate(s) and total
- (6) G&A (if applicable)
- (7) Travel costs (number of trips, number of days in a travel status, location of travel)
- (8) Material costs and other direct costs (with identification of large purchases).

B. Terms of Payment

The date of payment shall, subject to any contrary terms on the face hereof, be computed from SRNS's receipt of an acceptable invoice. Drafts will not be honored. If there are invoice discrepancies, SRNS will relay to the subcontractor/supplier the deficiencies in their invoice within ten (10) days of receipt of the invoice. The invoice will not be acted upon. Receipt of a corrected invoice will re-initiate the aging of the invoice for payment purposes.

C. Reimbursing Costs

- (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (2) below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only:
  - (i) Those recorded costs that, at the time of the request for reimbursement, Subcontractor/Supplier has paid by cash, check, or other form of actual payment for items or services purchased directly for this Order;
  - (ii) When Subcontractor/Supplier is not delinquent in paying costs of Order performance in the ordinary course of business, costs incurred, but not necessarily paid, for:
    - (a) Materials issued from Subcontractor's/Supplier's inventory and placed in the production process for use on this Order;
    - (b) Direct labor;

- (c) Direct travel;
- (d) Other direct in-house costs; and
- (e) Properly allocable and allowable indirect costs, as shown in the records maintained by Subcontractor/Supplier for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of progress payments that have been paid to Subcontractor's Suppliers under similar cost standards.

- (2) Subcontractor's/Supplier's contributions to any pension, profit-sharing, or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; provided that Subcontractor/Supplier pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until Subcontractor/Supplier actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until Subcontractor/Supplier actually makes the payment.
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph H of this article, allowable indirect costs under this Order shall be obtained by applying indirect cost rates established in accordance with paragraph E.
- (4) Any statements in specifications or other documents incorporated in this Order by reference designating performance of services or furnishing of materials at Subcontractor's/Supplier's expense or at no cost to SRNS shall be disregarded for purposes of cost reimbursement under this article.

D. Small Business Concerns

A small business concern may be paid more often than every two weeks and may invoice and be paid for recorded costs for items or services purchased directly for this Order, even though the concern has not yet paid for those items or services.

E. Final Indirect Cost Rates

- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with FAR 42.7 and DEAR 942.7, in effect for the period covered by the indirect cost rate proposal.
- (2) Subcontractor/Supplier shall, within 90 days after the expiration of each of its fiscal years, or by a later date approved by SRNS, submit to the cognizant Contracting Officer responsible for negotiating its final indirect costs rates and, if

required by DOE procedures, to the cognizant audit activity, proposed final indirect cost rates for that period and supporting cost data specifying the Subcontract and/or Lower-tier subcontract to which the rates apply. The proposed rates shall be based on Subcontractor's/Supplier's actual cost experience for that period. The appropriate Government representative and Subcontractor/Supplier shall establish the final indirect cost rates as promptly as practical after receipt of Subcontractor's/Supplier's proposal.

- (3) Subcontractor/Supplier and the appropriate Government representative shall execute a written electronic understanding setting forth the final indirect cost rates. The understanding shall specify
- (i) The agreed-upon final annual indirect cost rates,
  - (ii) The bases to which the rates apply;
  - (iii) The periods for which the rates apply;
  - (iv) Any specific indirect cost items treated as direct costs in the settlement; and
  - (v) The affected Subcontract and/or Lower tier Subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this Order. The understanding is incorporated into this Order upon execution.
- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the "Disputes" Article.

F. Billing Rates

Until final annual indirect cost rates are established for any period, SRNS shall reimburse Subcontractor/Supplier at billing rates approved by the Government or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

G. Quick-Closeout Procedures

When Subcontractor/Supplier and SRNS agree, the quick-closeout procedures of FAR 42.7 may be used.

H. Audit

At any time or times before final payment, SRNS may have Subcontractor's/Supplier's invoices or vouchers and statements of cost audited. Any payment may be

- (1) Reduced by amounts found by SRNS not to constitute allowable costs or
- (2) Adjusted for prior overpayments or underpayments.

I. Final Payment

- (1) Subcontractor/Supplier shall submit a completion invoice, designated as such, promptly upon completion of the Work, but no later than 1 year (or longer, as SRNS may approve in writing electronically) from the completion date. Upon approval of that invoice, and upon Subcontractor's/Supplier's compliance with all terms of this Order, SRNS shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
- (2) Subcontractor/Supplier shall pay to SRNS any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by Subcontractor/Supplier or any assignee under this Order, to the extent that those amounts are properly allocable to costs for which Subcontractor/Supplier has been reimbursed by SRNS. Reasonable expenses incurred by Subcontractor/Supplier for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by SRNS. Before final payment under this Order, Subcontractor/Supplier, and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-
  - (i) An assignment to SRNS, in form and substance satisfactory to SRNS, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which Subcontractor/Supplier has been reimbursed by SRNS under this Order; and
  - (ii) A release discharging SRNS, the Government, and their officers, agents, employees, and assigns from all liabilities, obligations, and claims arising out of or under this Order, except-
    - (a) Specified claims stated in exact amounts or in estimated amounts when the exact amounts are not known;
    - (b) Claims (including reasonable incidental expenses) based upon liabilities of Subcontractor/Supplier to third parties arising out of the performance of this Order; provided, that the claims are not known to Subcontractor/Supplier on the date

of the execution of the release, and that Subcontractor/Supplier gives notice of the claims in writing, electronically, to SRNS within 6 years following the release date or notice of final payment date, whichever is earlier; and

- (c) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by Subcontractor/Supplier under the patent clauses of this Order, excluding, however, any expenses arising from Subcontractor's/Supplier's indemnification of SRNS or the Government against patent liability.

J. Overpayments. If Subcontractor/Supplier becomes aware of a duplicate invoice payment or that SRNS has otherwise overpaid on an invoice payment, the Subcontractor/Supplier shall immediately notify SRNS and request instructions for disposition of the overpayment.

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

##### **A. Methods of Payment.**

- (1) All payments by SRNS under this Order shall be made by Electronic Funds Transfer (EFT) except as provided in paragraph A.2 of this Article. As used in this Article, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event SRNS is unable to release one or more payments by EFT, Subcontractor/Supplier agrees to either:
- (i) Accept payment by check or some other mutually agreeable method of payment; or
  - (ii) Request SRNS to extend payment due dates until such time as SRNS makes payment by EFT.

##### **B. Mandatory Submission of Subcontractor's/Supplier's EFT Information.**

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

##### **C. Mechanisms for EFT Payment.**

SRNS may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System.

##### **D. Suspension of Payment.**

- (1) SRNS is not required to make any payment under this Order until after receipt, by the designated office, of the correct EFT payment information from Subcontractor/Supplier. Until receipt of the correct EFT information, any invoice or subcontract financing request shall be determined not to be a proper invoice for the purpose of payment under this Order.
- (2) If the EFT information changes after submission of correct EFT information, SRNS shall begin using the changed EFT information no later than 30 days after its receipt by the designated office. However, Subcontractor/Supplier may request that no further payments be made until the updated EFT information is implemented by the payment office.

##### **E. Payment Information.**

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

##### **F. Liability for Uncompleted or Erroneous Transfers.**

- (1) If an uncompleted or erroneous transfer occurs because SRNS used the Subcontractor's/Supplier's EFT information incorrectly, SRNS remains responsible for -
- (i) Making a correct payment; and
  - (ii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because Subcontractor's/Supplier's EFT information was incorrect, or was revised

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

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

#### **A.8 PASSAGE OF TITLE AND LIENS**

- A. Title to the Supplies shall pass to the Government at the place of delivery to SRNS. If purchased F.O.B. shipping point, delivery to the carrier shall be determined to be delivery to SRNS.
- B. Subcontractor/Supplier agrees to furnish the Work free and clear of all liens, claims, and encumbrances. In the event that a lien of any nature shall at any time be filed against the Work or Subcontractor/Supplier or a Subcontractor/Supplier facility by any person, firm, or corporation which has supplied equipment, material, services or data, Subcontractor/Supplier agrees promptly, on demand of SRNS and at Subcontractor's/Supplier's expense, to take any and all action necessary to cause any such lien to be released or discharged therefrom. Subcontractor/Supplier agrees to save SRNS harmless from all liens, claims, or demands in connection with the Work.
- C. Except as otherwise provided in this Order,
  - (1) Subcontractor/Supplier shall be responsible for the loss or destruction of, or damage to, the Supplies until delivered at the designated delivery point, regardless of the point of inspection;
  - (2) After delivery to SRNS at the designated point and prior to acceptance or rejection by SRNS, Subcontractor/Supplier shall be responsible for the loss or destruction of or damage to the Supplies unless such loss, destruction, or damage results from negligence of the officers, agents, or employees of SRNS or the Government acting within the scope of their employment; and
  - (3) Subcontractor/Supplier shall bear all risks as to rejected Supplies after rejection.

#### **A.9 ASSIGNMENT**

SRNS may assign this Order to the DOE or to such party as DOE may designate to perform SRNS's obligations hereunder. Upon receipt by Subcontractor/Supplier of written electronic notice that the DOE or a party so

designated by the DOE has accepted an assignment of this Order, SRNS shall be relieved of all responsibility hereunder and Subcontractor/Supplier shall thereafter look solely to such assignee for performance of SRNS's obligations. Subcontractor/Supplier shall not assign or transfer this Order or any interest herein, or claims hereunder, without the prior written electronic consent of SRNS or SRNS's assignee.

#### **A.10 FIXED FEE**

SRNS shall pay Subcontractor/Supplier for performing this Order the fixed fee specified; provided, that after payment of 85% of the fixed fee, SRNS may withhold further payment of fee until a reserve is set aside in an amount that SRNS considers necessary to protect the Government's interests. This reserve shall not exceed 15% of the total fixed fee, or \$100,000, whichever is less.

#### **A.11 LIMITATION OF FUNDS**

*NOTE: This article is applicable only if this Order is partially funded. If this Order is fully funded, see Article A.48.*

- A. The parties estimate that performance of this Order will not cost SRNS more than the estimated cost specified. The Subcontractor/Supplier agrees to use its best efforts to perform the Work and all obligations under this Order within the estimated cost.
- B. The Funding Schedule specifies the amount presently available for payment by SRNS and allotted by this Order, the items covered, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that SRNS will allot additional funds incrementally to the Order up to the full estimated cost to SRNS specified in the Funding Schedule, exclusive of any fee. The Subcontractor/Supplier agrees to perform, or have performed, Work on the Order up to the point at which the total amount paid and payable by SRNS under the contract approximates but does not exceed the total amount actually allotted by SRNS to the Order.
- C. The Subcontractor/Supplier shall notify SRNS in writing, electronically, whenever it has reason to believe that the costs it expects to incur under this Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the Contract by SRNS. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Funding Schedule.
- D. Sixty days before the end of the period specified in the Funding Schedule, the Subcontractor/Supplier shall notify SRNS in writing, electronically, of the

estimated amount of additional funds, if any, required to continue timely performance under the Order or for any further period specified in the Funding Schedule or otherwise agreed upon, and when the funds will be required.

- E. If, after notification, additional funds are not allotted by the end of the period specified in the Funding Schedule or another agreed-upon date, upon the Subcontractor's/Supplier's written electronic request SRNS will terminate this Order on that date in accordance with the provisions of the Termination clause of this Order. If the Subcontractor/Supplier estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and SRNS may terminate this Order on that later date.
- F. Except as required by other provisions of this Order, specifically citing and stated to be an exception to this article --
  - (1) SRNS is not obligated to reimburse the Subcontractor/Supplier for costs incurred in excess of the total amount allotted by SRNS to this Order; and
  - (2) Subcontractor/Supplier is not obligated to continue performance under this Order (including actions under the Termination clause of this Contract) or otherwise incur costs in excess of the amount then allotted to the Order by SRNS until SRNS notifies the Subcontractor/Supplier in writing, electronically, that the amount allotted by the Subcontractor/Supplier has been increased and specifies an increased amount, which shall then constitute the total amount allotted by SRNS to this Order.
- G. The estimated cost shall be increased to the extent that the amount allotted by SRNS, exceeds the estimated cost specified in the Funding Schedule.
- H. No notice, communication, or representation in any form other than that specified in subparagraph F(2) above, or from any person other than cognizant SRNS Procurement Agent, shall affect the amount allotted by SRNS to this Order. In the absence of the specified notice, SRNS is not obligated to reimburse the Subcontractor/Supplier for any costs in excess of the total amount allotted by SRNS to this Order, whether incurred during the course of the Order or as a result of termination.
- I. When and to the extent that the amount allotted SRNS to the Order is increased, any costs the Subcontractor/Supplier incurs before the increase that are in excess of the amount previously allotted by SRNS shall be allowable to the same extent as if incurred afterward, unless SRNS issues a termination or other notice and directs that the increase is solely to cover termination or other

specified expenses.

- J. Change Order shall not be considered an authorization to exceed the amount allotted by SRNS specified in the Funding Schedule, unless they contain a statement increasing the amount allotted.
- K. Nothing in this article shall affect the right of SRNS to terminate this Order. If this Order is terminated, SRNS and the Subcontractor/Supplier shall negotiate an equitable distribution of all property produced or purchased under the Order, based upon the share of costs incurred by each.
- L. If SRNS does not allot sufficient funds to allow completion of the work, the Subcontractor/Supplier is entitled to a percentage of the fee specified in the Funding Schedule equaling the percentage of completion of the Work contemplated by this Order.

#### **A.12 INSURANCE-LIABILITY TO THIRD PARTIES**

- A. (1) Except as provided in subparagraph (2) immediately following, the Subcontractor/Supplier shall procure and maintain the following insurance, in at least the following amounts unless different amounts or coverages are specified in the Order:
  - (i) Workers' Compensation and Employer's Liability.  
Limits of Liability: Worker's Compensation: Statutory limits in the jurisdiction wherein the Work is to be performed.  
Employer's Liability: A minimum of \$1,000,000.
  - (ii) Comprehensive general liability including Bodily Injury and Property Damage.  
Limits of Liability: A minimum of \$1,000,000 Combined Single Limit.  
**Endorsements: SRNS and the Government to be endorsed as Additional Insured.**  
**Contractual Liability including all coverage endorsed on the basic policy.**
  - (iii) Automobile Liability including Bodily Injury and Property Damage including All Owned, Non-Owned and Hired.  
Limits of Liability: \$1,000,000 Combined Single Limit  
*Note: All personnel operating motor vehicles at SRS must have a valid driver's license, vehicle registration and proof of insurance (regardless of state of origin). Anyone not having these documents is subject to being denied access to SRS and, if in violation of a law, being cited for the violation.*

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

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

- (3) In the event the Subcontractor/Supplier fails to furnish such Certifications of Insurance, as required in Paragraph 2 hereinabove, prior to commencement of work or to continue to maintain such insurance during the performance of the Order, SRNS shall have the right to stop work and/or to withhold any payments or partial payments required to be made under this Order; and shall have the right to continue withholding any or all of said payments so long as the Subcontractor/Supplier has not complied with the requirements of this Article.
- (4) On Subcontracts 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.
- (5) The Subcontractor/Supplier may, with the approval of SRNS, maintain a self-insurance program, provided that, with respect to Worker's compensation, the Subcontractor/Supplier is qualified pursuant to statutory authority.

(6) All insurance required by this paragraph shall be in a form and for those periods as SRNS may require or approve and be with insurers approved by SRNS.

- B. The Subcontractor/Supplier agrees to submit for SRNS's approval, to the extent and in the manner required by SRNS, any other insurance that is maintained by the Subcontractor/Supplier in connection with the performance of this Order and for which the Subcontractor/Supplier seeks reimbursement.
- C. The Subcontractor/Supplier shall, to the extent SRNS is reimbursed by the Government, be reimbursed-
- (1) For that portion
- (i) Of the reasonable cost of insurance allocable to this Order and
- (ii) Required or approved under this article; and
- (2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the "Limitation of Cost" or the "Limitation of Funds" articles of this Order. These liabilities must arise out of the performance of this Order, whether or not caused by the negligence of the Subcontractor/Supplier or of the Subcontractor's/Supplier's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing, electronically, by SRNS. These liabilities are for-
- (i) Loss of or damage to property (other than property owned, occupied, or used by the Subcontractor/Supplier, rented to the Subcontractor/Supplier or in the care, custody, or control of the Subcontractor/Supplier); or
- (ii) Death or bodily injury.
- D. The liability under paragraph C of this article is subject to the availability of funds at the time a contingency occurs. Nothing in this Order shall be construed as implying that the Congress will, at a later date, appropriate funds to DOE and DOE will allocate funds to SRNS sufficient to meet these deficiencies.
- E. The Subcontractor/Supplier shall not be reimbursed for liabilities (and expenses incidental to such liabilities)-
- (1) For which the Subcontractor/Supplier is otherwise responsible under the express terms of any article specified elsewhere in this Order;
- (2) For which the Subcontractor/Supplier has failed to insure or to maintain insurance as required by SRNS; or

- (3) That result from willful misconduct or lack of good faith on the part of any of the Subcontractor's/Supplier's directors, officers, managers, superintendents, or other representatives who have supervision or direction of-
- (i) All or substantially all of the Subcontractor's/Supplier's business;
  - (ii) All or substantially all of the Subcontractor's/Supplier's operations at any one plant or separate location in which this Order is being performed; or
  - (iii) A separate and complete major industrial operation in connection with the performance of this Order.
- F. The provisions of paragraph E of this article shall not restrict the right of the Subcontractor/Supplier to be reimbursed for the cost of insurance maintained by the Subcontractor/Supplier in connection with the performance of this Order, other than insurance required in accordance with this article; provided, that such cost is allowable under the Allowable Cost and Payment article of this Order.
- G. If any suit or action is filed or any claim is made against the Subcontractor/Supplier, the cost and expense of which may be reimbursable to the Subcontractor/Supplier under this Order, and the risk of which is then uninsured or is insured for less than the amount claimed, the Subcontractor/Supplier shall--
- (1) Immediately notify SRNS and promptly furnish copies of all pertinent papers received;
  - (2) Authorize Government and SRNS representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and
  - (3) Authorize Government and SRNS representatives to settle or defend the claim and to represent the Subcontractor/Supplier in or to take charge of any litigation, if required by SRNS or the Government, when the liability is not insured or covered by bond. The Subcontractor/Supplier may, at its own expense, be associated with the Government or SRNS representatives in any such claim or litigation.

#### **A.13 PUBLIC RELEASE OF INFORMATION**

Information, data, photographs, sketches, advertising, announcements, denial, or confirmation of same, or items of a similar nature, relating to this Order, which Subcontractor/Supplier desires to release or publish, shall be submitted to SRNS for approval eight weeks prior to the desired release date. As part of the approval request, Subcontractor/Supplier shall identify the

specific media to be used as well as other pertinent details of the proposed release. All releases by Subcontractors/Suppliers must have the prior approval of SRNS. Subcontractor/Supplier shall include all provisions of this article including this sentence in all Subcontracts under this Order. SRNS's approval shall not be unreasonably withheld.

#### **A.14 TECHNICAL DIRECTION**

- A. Performance of the Work under this Order shall be subject to the technical direction of the SRNS project manager or technical representative. The term "technical direction" is defined to include, without limitation:
- (1) Directions to the Subcontractor/Supplier which redirect the Subcontractor's/Supplier's efforts, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the Work.
  - (2) Provision of written electronic information to the Subcontractor/Supplier which assists in the interpretation of drawings, specifications or technical portions of the work description.
  - (3) Review, and where required by the Order, approval of technical reports, drawings, specifications and technical information to be delivered by the Subcontractor/Supplier to SRNS under the Order.
- B. Technical direction must be within the scope of work stated in the Order. The Project Manager or Technical Representative does not have the authority to, and may not, issue any technical direction which:
- (1) Constitutes an assignment of additional work outside the scope of Work;
  - (2) Constitutes a change as defined in Article A.4;
  - (3) In any manner causes an increase or decrease in the total estimated Order cost, the fixed fee (if any), or the time required for Order performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the Order; or
  - (5) Interferes with the Subcontractor's/Supplier's right to perform the terms and conditions of the Order.
- C. All technical directions shall be issued in writing, electronically, by the project manager or technical representative.
- D. The Subcontractor/Supplier shall proceed promptly with the performance of technical directions duly issued by the project manager or technical representative in the manner prescribed by this article and within the Subcontractor's/Supplier's authority under the provisions of this article. If, in the opinion of the Subcontractor/Supplier, any

instruction or direction by the project manager or technical representative falls within one of the categories defined in B.(1) through (5) of this article, the Subcontractor/Supplier shall not proceed. Rather the Subcontractor/Supplier shall notify the SRNS Procurement Representative in writing, electronically, within five (5) working days after receipt of any such instruction or direction and shall request the SRNS Procurement Representative to modify the Order accordingly. Upon receiving the notification from the Subcontractor/Supplier, the SRNS Procurement Representative shall:

- (1) Advise the Subcontractor/Supplier in writing, electronically, within thirty (30) days after receipt of the Subcontractor's/Supplier's letter that the technical direction is within the scope of the Contract effort and does not constitute a change under the "Changes" article;
- (2) Inform the Subcontractor/Supplier in writing, electronically within thirty (30) days after receipt of the Subcontractor's/Supplier's letter not to perform under the direction and to cancel the direction; or
- (3) Advise the Subcontractor/Supplier within a reasonable time that SRNS will issue a written electronic Change Order.

E. A failure of the Subcontractor/Supplier and the SRNS Procurement Representative to agree that the technical direction is within the scope of the Work, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the "Disputes" article.

#### **A.15 TERMINATION**

A. SRNS may terminate performance of the Work in whole or, from time to time, in part, if-

- (1) SRNS determines that a termination is in SRNS's interest; or
- (2) Subcontractor/Supplier defaults in performing this Order and fails to cure the default within 10 days (unless extended by SRNS) after receiving a notice specifying the default. "Default" includes failure to make progress in the Work so as to endanger performance.

B. SRNS shall terminate by delivering to Subcontractor/Supplier a Notice of Termination specifying whether termination is for default of Subcontractor/Supplier or for convenience of SRNS, the extent of termination, and the effective date. If, after termination for default, it is determined that Subcontractor/Supplier was not in default or that Subcontractor's/Supplier's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of Subcontractor/Supplier as set forth in the "Excusable Delays" article, the rights and

obligations of the parties will be the same as if the termination was for the convenience of SRNS.

C. After receipt of a Notice of Termination, and except as directed by SRNS, Subcontractor/Supplier shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this article:

- (1) Stop Work as specified in the notice.
- (2) Place no further Subcontracts or Orders (referred to as Subcontracts in this article), except as necessary to complete the continued portion of this Order.
- (3) Terminate all Subcontracts to the extent they relate to the Work terminated.
- (4) Assign to SRNS as directed by SRNS, all right, title, and interest of Subcontractor/Supplier under the Subcontracts terminated, in which case SRNS shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by SRNS, settle all outstanding liabilities and termination settlement proposals arising from the termination of Subcontracts, the cost of which would be reimbursable in whole or in part, under this Order; approval or ratification will be final for purposes of this article.
- (6) Transfer title (if not already transferred) to the Government and, as directed by SRNS, deliver to SRNS
  - (i) The fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated;
  - (ii) The completed or partially completed plans, drawings, information, and other property that, if this Order had been completed, would be required to be furnished to SRNS; and
  - (iii) The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this Order, the cost of which Subcontractor/Supplier has been or will be reimbursed under this Order.
- (7) Complete performance of the Work not terminated.
- (8) Take any action that may be necessary or that SRNS may direct, for the protection and preservation of the property related to this Order that is in the possession of Subcontractor/Supplier and in which SRNS has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by SRNS, any property of the types referred to in subparagraph (6) above; provided,

- however, that Subcontractor/Supplier
- (i) Is not required to extend credit to any purchaser, and
  - (ii) May acquire the property under the conditions prescribed by, and at prices approved by, SRNS. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by SRNS under this Order, credited to the price or cost of the Work, or paid in any other manner directed by SRNS.
- D. After expiration of the plant clearance period as defined in FAR 45.6, Subcontractor/Supplier may submit to SRNS, a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by SRNS. Subcontractor/Supplier may request SRNS to remove those items or enter into an agreement for their storage. Within 15 days, SRNS will accept the items and remove them or enter into a storage agreement. SRNS may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- E. After termination, Subcontractor/Supplier shall submit a final termination settlement proposal to SRNS in the form and with the certification prescribed by SRNS. Subcontractor/Supplier shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing, electronically, by SRNS upon written electronic request of Subcontractor/Supplier within this 1-year period. However, if SRNS determines the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If Subcontractor/Supplier fails to submit the proposal within the time allowed, SRNS may determine, on the basis of information available, the amount, if any, due Subcontractor/Supplier because of the termination and shall pay the amount determined.
- F. Subject to paragraph E above, Subcontractor/Supplier and SRNS may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. This Order shall be amended, and Subcontractor/Supplier paid the agreed amount.
- G. If Subcontractor/Supplier and SRNS fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of Work, SRNS shall determine on the basis of information available, the amount, if any, due Subcontractor/Supplier, and shall pay that amount, which shall include the following:
- (1) All costs reimbursable under this Order, not previously paid for the performance of this Order before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by SRNS; however, Subcontractor/Supplier shall discontinue those costs as rapidly as practicable.
  - (2) The cost of settling and paying termination settlement proposals under terminated Subcontracts that are properly chargeable to the terminated portion of this Order if not included in subparagraph (1) above.
  - (3) The reasonable costs of settlement of the Work terminated, including--
    - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
    - (ii) The termination and settlement of Subcontracts (excluding the amounts of such settlements); and
    - (iii) Storage, transportation, and other costs incurred which are reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of Subcontractor's/Supplier's termination settlement proposal may be included.
  - (4) A portion of the fee payable under this Order, determined as follows:
    - (i) If this Order is terminated for the convenience of SRNS, the settlement shall include a percentage of the fee equal to the percentage of completion of Work contemplated under this Order, but excluding subcontract effort included in Subcontractor's/Supplier's termination proposals, less previous payments for fee;
    - (ii) If this Order is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by SRNS is to the total number of articles (or amount of services) of a like kind required by this Order.
  - (5) If the settlement includes only fee, it will be determined under subparagraph G (4) above.
- H. The cost principles and procedures in FAR 31 and DEAR 931.2, in effect on the date of this Order, shall govern all costs claimed, agreed to, or determined under this article.
- I. Subcontractor/Supplier shall have the right of appeal, under the "Disputes" article, from any determination made by SRNS under paragraphs E, G, or K except that if Subcontractor/Supplier failed

to submit the termination settlement proposal within the time provided in paragraph E and failed to request a time extension, there is no right of appeal. If SRNS has made a determination of the amount due under paragraph E, G or K, SRNS shall pay Subcontractor/Supplier

- (1) The amount determined by SRNS if there is no right of appeal or if no timely appeal has been taken, or
  - (2) The amount finally determined on an appeal.
- J. In arriving at the amount due Subcontractor/Supplier under this article, there shall be deducted-
- (1) All unliquidated advances or other payments to Subcontractor/Supplier, under the terminated portion of this Order;
  - (2) Any claim which SRNS has against Subcontractor/Supplier under this Order; and
  - (3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by Subcontractor/Supplier or sold under this article and not recovered by or credited to SRNS.
- K. Subcontractor/Supplier and SRNS must agree to any equitable adjustment in fee for the continued portion of this Order when there is a partial termination. SRNS shall amend this Order to reflect the agreement.
- L. (1) SRNS may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Subcontractor/Supplier for the terminated portion of this Order, if SRNS believes the total of these payments will not exceed the amount to which Subcontractor/Supplier will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, Subcontractor/Supplier shall repay the excess to SRNS upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by Subcontractor/Supplier to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in Subcontractor's/Supplier's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by SRNS because of the circumstances.
- M. The provisions of this article relating to fee are inapplicable if this Order does not include a fee.

#### **A.16 DISPUTES**

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

#### **A.17 OCCUPATIONAL SAFETY AND HEALTH ACT**

Subcontractor/Supplier warrants that any and all Work performed off the Savannah River Site and/or Supplies furnished shall comply with all requirements of the Occupational Safety and Health Act of 1970, as the same may be amended from time to time and including all regulations adopted pursuant to such Act, and shall comply with all requirements of any applicable health or safety statute or regulation of any state or local government agency having jurisdiction in the location to which Supplies are to be shipped or Work is to be performed pursuant to this Order.

#### **A.18 COMPLIANCE**

- A. Subcontractor/Supplier shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful Orders, rules, and regulations, including new provisions of 10

CFR 851 relating to Health and Safety. Compliance shall be a material requirement of this Order. Except as otherwise directed by SRNS, Subcontractor/Supplier shall procure without additional expense to SRNS, all necessary permits or licenses.

- B. This Subcontractor/Supplier shall abide by the requirements of 41 CFR 60-741.5 (a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Subcontractors/Suppliers to employ and advance in employment qualified individuals with disabilities.
- C. This Subcontractor/Supplier shall abide by the requirements of 41 CFR 60-300.5 (a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime Subcontractors/Suppliers to employ and advance in employment qualified protected veterans.
- D. Subcontractor/Supplier - Staff Augmentation Services  
*(Paragraphs D – J applies to Staff Augmentation Services)*  
Subcontractors/Suppliers shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful Orders, rules, and regulations, including provisions of 10 CFR 851. Compliance shall be a material requirement of this Agreement/Subcontract. Except as otherwise directed by SRNS, Subcontractor/Supplier shall procure without additional expense to SRNS, all necessary permits or licenses. DEAR Clause 970.5223-1 Integration of Environment, Safety, and Health into Work Planning and Execution (DEC 2000) is incorporated into the Subcontract by reference. Compliance by Subcontractor/Supplier to SRNS's Worker Safety and Health Program (WSHP) [as implemented by Integrated Safety Management System (ISMS)] shall satisfy the requirements of this DEAR clause and 10 CFR 851.
- E. The Subcontractor/Supplier employees shall take all reasonable precautions in the performance of work under this Subcontract to protect the environment, safety and health of themselves, site employees and members of the public. SRNS procedures provide authority to call a time-out/stop work when unsafe conditions are observed and/or employee actions are likely to cause injury to them, other personnel, or cause damage to SRS property or the environment. Subcontractor/Supplier shall ensure that its employees are aware of this authority and understand they have the same authority as SRNS employees to call a timeout/ stop work while working at SRS. SRNS Procurement Representative shall notify the Subcontractor/Supplier in writing,

electronically, of any noncompliance with the provisions of this article and corrective action to be taken.

- F. Upon assignment, SRNS will be responsible to provide Staff Augmentation employees with a medical evaluation. In addition, SRNS will be responsible for an exit medical evaluation, when required, on employees with known occupational illnesses or injuries and/or documented or presumed exposure and when required by OSHA regulations. All diagnostic /monitoring exams and return to work (after an absence of 24 work hours) exams are to be provided through the Subcontractor/Supplier.
- G. Medical results will be provided to the staff augmentation employees.
- H. The on-site Medical Surveillance program will be provided by SRNS Medical, or a third party designee, based on the work scope hazards. The Supplier's corporate occupational medicine program must be in compliance with all other 10 CFR 851 requirements.
- I. Site Reporting Requirements  
The Subcontractor/Supplier (staff augmentation) personnel shall immediately notify the STR or the SRNS Procurement Representative of any event or condition that may require reporting to DOE. Further, the Subcontractor/Supplier shall cooperate with any SRNS or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 and can include, but not limited to:
  - (1) Operational emergencies,
  - (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
  - (3) Any on-the-job injury where a Subcontractor/Supplier 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 contamination's or exposures, and
  - (13) Violations of procedures.
- J. Immediate notification is required of such events to ensure SRNS meets its commitment for 30 minute notification to appropriate DOE authorities. The Subcontractor/Supplier employee shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. The Supplier's employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this Subcontract.
- L. When Subcontractor/Supplier shall perform any part of the Work on the premises of SRS or other premises owned and/or operated by the Government during the performance of this Order, the Subcontractor/Supplier shall demonstrate a culture of respect, including having a written policy on Respect in the Workplace; and shall be made available upon request.

**A.19 RIGHTS TO PROPOSAL DATA**

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

**A.20 SRNS POLICY ON OPPORTUNITY**

All Subcontractors, vendors and Suppliers are notified that it is the policy of the SRNS to provide equal employment opportunity and to adhere to federal, state and local laws pertaining thereto. Appropriate action shall be taken on the part of all SRNS Subcontractors, vendors and Suppliers to insure adherence to such laws.

**A.21 TOXIC SUBSTANCES CONTROL ACT OF 1976**

Subcontractor/Supplier warrants that each and every

chemical substance delivered under this Order shall, at the time of sale, transfer or delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section 8(b) of the toxic Substances Control Act (Public Law 94-469).

**A.22 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA**

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

(3) That SRNS and the Government are not precluded from using similar or identical data acquired from other sources.

(4) That the data shall not be duplicated, disclosed, or released outside of SRNS or the Government, in whole or in part for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this article applies:

"This is furnished under United States Government Contract No., DE-AC09-96SR18500 and shall not be used, duplicated, or disclosed for any acquisition or manufacturing purpose without the permission of SRNS. This legend shall be marked on any reproduction of this data."

(5) That Subcontractor/Supplier shall not place the legend or any other restrictive legend on any data which

(i) Subcontractor/Supplier or any Subcontractor/Supplier previously delivered to SRNS or the Government without limitations or

(ii) Should otherwise be delivered without limitations.

F. Subcontractor/Supplier shall insert this article, including this paragraph F, with appropriate changes in the destination of the parties, in Subcontracts at any tier (including purchase designations or Orders) under this Order involving hazardous materials/chemicals.

are displayed in conspicuous locations throughout the worksite. SRNS will provide posters, as necessary.

(3) Inform Subcontractor/Supplier employees of the availability of the DOE-SRS ECP in case of dissatisfaction or lack of confidence with other reporting systems.

(4) Ensure managers and supervisors are aware of the prohibition of any reprisal against employees who have or are believed to have raised or reported concerns.

B. Subcontractors/Suppliers must immediately notify the STR or Procurement Representative of any employee concern involving:

(1) A condition which constitutes an imminent threat to the health and safety of site personnel or to the general public.

(2) Circumstances which would cause adverse public reaction or receive local media attention.

(3) Allegations of reprisal.

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

#### **A.23 MONTHLY ACCRUAL REPORT**

A. Subcontractor/Supplier shall submit the following report to SRNS to arrive no later than the 20th day of each month.

(1) Amounts invoiced but not paid, including invoice numbers and dates.

(2) Amounts of actual costs and estimated costs incurred and fee earned through the last day of the month the report is due which have not been invoiced.

#### **A.24 COMPLIANCE WITH EMPLOYEE CONCERNS**

A. Subcontractors/Suppliers shall ensure Subcontractor's/Supplier's 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 ECP during initial orientation and annual training.

(2) Ensure that posters identifying the DOE-SRS and SRNS ECP telephone "hotline" numbers

#### **A.25 CONFIDENTIALITY OF INFORMATION**

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

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

- Information which the Subcontractor/Supplier can demonstrate by written record was previously known to them and was not acquired directly or indirectly from the government or other

companies subject to any obligations of confidentiality;

- Information which the Subcontractor/Supplier can demonstrate by written record was independently developed by the Subcontractor/Supplier independent of any disclosure under this Subcontract.
- B. The Subcontractor/Supplier shall obtain the written electronic agreement, in a form satisfactory to SRNS, of each Subcontractor/Supplier employee or Subtier Subcontractor/Supplier permitted access to such confidential information, whereby the Subcontractor/Supplier employee or Subtier Subcontractor/Supplier agrees they will not discuss, or disclose any such information or data to any person or entity except those within their organization having a need to know to accomplish the purpose of this Subcontract.
- C. Upon request of SRNS or the Government, the Subcontractor/Supplier agrees to sign an agreement identical, in all material respects and in a form satisfactory to SRNS and/or the Government, with each company supplying information and/or access to particular facilities to the Subcontractor/Supplier or Subtier Subcontractor/Supplier under this Subcontract, and to supply a copy of such agreement to SRNS. Upon request of SRNS, the Subcontractor/Supplier shall supply SRNS with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Subcontractor/Supplier received such information.
- D. Subcontractor/Supplier will indemnify and hold SRNS harmless from any and all liabilities, claims, demands, actions, costs, damages and any expenses relating thereto (including but not limited to reasonable attorney's fees) arising from any unauthorized disclosure of information, by any of its directors, officers, employees, agents, Subcontractors/Suppliers, Subtier Subcontractors/Suppliers or permitted assigns.

#### **A.26 KEY PERSONNEL**

The personnel specified in this Order are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Subcontractor/Supplier shall notify SRNS reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the

program. No diversion shall be made by SRNS provided, that SRNS may ratify in writing, electronically, such diversion and such ratification shall constitute the consent of SRNS required by this article. The Order may be amended from time to time, or an administrative letter may be issued, to either add or delete personnel, as appropriate.

#### **A.27 FOREIGN TRAVEL**

- A. Foreign travel, when charged directly, shall be subject to the prior approval of SRNS for each separate trip regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of the United States and its territories and possessions.
- B. Request for approval shall be submitted at least 60 days prior to the planned departure date, on a Request for Approval of Foreign Travel form, and, when applicable, include a notification of proposed sensitive foreign nation travel.
- C. Subcontractor/Supplier foreign travel shall be conducted pursuant to the requirements contained in DOE Order 551.1, Official Foreign Travel, or any official version of the Order in effect at the time of award.

#### **A.28 STATE AND LOCAL TAXES**

- A. The Subcontractor/Supplier agrees to notify SRNS of any State or local tax, fee, or charge levied or purported to be levied on or collected from the Subcontractor/Supplier with respect to the Order work, any transaction thereunder, or property in the custody or control of the Subcontractor/Supplier and constituting an allowable item of cost if due and payable, but which the Subcontractor/Supplier has reason to believe, or SRNS has advised the Subcontractor/Supplier, is or may be inapplicable or invalid; and the Subcontractor/Supplier further agrees to refrain from paying any such tax, fee, or charge unless authorized in writing, electronically, by SRNS. Any State or local tax, fee, or charge paid with the approval of SRNS or on the basis of advice from SRNS that such tax, fee, or charge is applicable and valid, and which would otherwise be an allowable item of cost, shall not be disallowed as an item of cost by reason of any subsequent ruling or determination that such tax, fee, or charge was in fact inapplicable or invalid.
- B. The Subcontractor/Supplier agrees to take such actions as may be required or approved by SRNS to cause any State or local tax, fee, or charge which would be an allowable cost to be paid under protest; and to take such action as may be required or approved by SRNS to seek recovery of any payments made, including assignment to the Government or its designee of all rights to an

abatement or refund thereof, and granting permission for SRNS or the Government to join with the Subcontractor/Supplier in any proceedings for the recovery thereof or to sue for recovery in the name of the Subcontractor/Supplier. If SRNS directs the Subcontractor/Supplier to institute litigation to enjoin the collection of or to recover payment of any such tax, fee, or charge referred to above, or if a claim or suit is filed against the Subcontractor/Supplier for a tax, fee, or charge it has refrained from paying in accordance with this article, the costs and expenses incurred by the Subcontractor/Supplier shall be allowable items of costs, as provided in this Order together with the amount of any judgment rendered against the Subcontractor/Supplier.

- C. All recoveries or credits in respect of the foregoing taxes, fees and charges (including interest) shall inure to and be for the sole benefit of the Government.

#### **A.29 WORKPLACE SUBSTANCE ABUSE PROGRAMS**

##### **A. Fitness for Duty**

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

##### **B. Substance Testing**

- (1) SRNS will collect oral swab specimens or urine specimens when Subcontractor/Supplier employees are processed for badging. The specimen collection will be performed at SRS or one of the third party collection facilities contracted by SRNS to perform collections. SRNS will send these specimens to a certified laboratory for testing and verification. The testing process may take up to five (5) days to obtain results. In the event of "positive" findings, the Subcontractor/Supplier will be notified and shall arrange for an "Exit Conference". The Subcontractor/Supplier then agrees to promptly remove such individual from the Savannah River Site (SRS) and return the badge to the SRNS Badge Office.
- (2) A Breath Alcohol Test will be given during the initial badging process and the results will be available immediately. **The Breath Alcohol Test will be performed at SRS or one of the third party testing facilities contracted by SRNS to perform Breath Alcohol Tests.** In the event of "positive" findings, the Subcontractor/Supplier will be notified and shall arrange for an "Exit Conference". The Subcontractor/Supplier then agrees to promptly remove such individual from the Savannah River Site (SRS) and return the badge to the SRNS Badge Office.
- (3) The Subcontractor/Supplier agrees to advise its employees and Subtier Subcontractors/Suppliers that it is the policy of SRNS that: (1) the manufacture, dispensation or sale, offer for sale, purchase, use, transfer, or possession of alcohol and illegal drugs on SRS or US Department of Energy (Owner) premises is prohibited; (2) employees, while on the SRS premises, are prohibited from being under the influence of alcohol ("Under the Influence" means the employee is affected by alcohol in any detectable manner) or impaired by drugs; (3) entry onto the SRS premises constitutes consent to an inspection of the employee and his or her vehicle as well as their personal effects while entering, on, or leaving premises; (4) any employee who is found in violation of this policy or who refuses to permit an inspection may be removed or barred from the SRS premises at the discretion of SRNS. As used herein, "SRS premises" means the property, leased or otherwise, including owned project site locations in which SRNS business is being conducted, and owned or rented vehicles and/or equipment is being operated.

The Subcontractor/Supplier agrees to secure the

written consent of employees to release results of substance abuse tests (breath alcohol and urine) to the designated SRNS representative.

- (4) The Subcontractor/Supplier agrees to comply with and secure the compliance of its employees and Subtier Subcontractors/Suppliers of random, occurrence and/or for cause substance abuse testing. In the event of "positive" findings, the Subcontractor/Supplier will be notified and shall arrange for an "Exit Conference". The Subcontractor/Supplier then agrees to promptly remove such individual from the Savannah River Site (SRS) and return the badge to the SRNS Badge Office. Any positive finding will result in denial of site access for 12 months for the Subcontract/Supplier employee. In the event of a refusal, the Subcontractor's employee may be terminated for cause and the individual will be refused access to the site.

Occurrence testing additionally requires the following:

If an injury /illness is the result of an occupational incident that requires recordable medical treatment, as defined by OSHA, then drug and alcohol testing is required. In addition, if an occupational incident involves damage to government vehicle or property or Subcontractor equipment then drug and alcohol testing is required. SRNS will require the Subcontractor/Supplier to have their employees drug and alcohol tested on the day of the injury, illness or incident.

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

C. Suitability for Employment

- (1) Subcontractor/Supplier employees, including Subtier Subcontractors/Suppliers, who are to be badged to permit SRS access, must successfully complete the Suitability for Employment process. As part of this process, the Subcontractor/Supplier agrees to advise its employees and Subtier Subcontractors/Suppliers that they will be required to complete certain forms, which authorize background investigations. These forms shall be submitted during the badging process.
- (2) Subcontractor/Supplier employees will be issued a photo badge and allowed site access on the first reporting day. In the event a Subcontractor/Supplier

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

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

**A.30 BADGING REQUIREMENTS**

A. Photo Badge

- (1) Subcontractor/Supplier employees may be issued a site access photo badge for a period not to exceed one year. To obtain a Photo Badge, Subcontractor/Supplier employees and any Subtier Subcontractor/Supplier employees must be processed through SRNS's Subcontract Badging Procedure and are subject to investigation by Governmental authorities. All badges must be returned or accounted for prior to final payment. All Subcontractor/ Supplier employees must be at least 18 years old. The Subcontractor shall ensure that any/all SRS-issued site security badges are returned to the Badge Office (703-46A) within 10 calendar days after badge expiration date (or subcontract/subcontractor employee termination date, whichever occurs first). Failure to do so may result in withholding of invoice payments until such time that the badge(s) is returned.

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

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

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

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

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

(iii) Each Subcontractor/Supplier employee must successfully pass General Employee Training (GET) prior to undergoing the Photo Badging procedure. See Article titled "General Employee Training and Annual Refresher Training for Subcontract Employees". GET should be scheduled through the STR or End user well in advance of the desired date in order to assure placement. GET and the exam are to be completed by the employee who is being badged and without the use or help from others, study materials, or notes.

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

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

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

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

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

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

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

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

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

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

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

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

- C. **Identity Verification.**
- (1) In order to receive a photo or temporary badge for entry to SRS, Subcontractor/Supplier employees, except delivery personnel (see subparagraph (2) below), will be required to present two specific forms of identification from the "List of Acceptable Documents" (Department of Homeland Security Form I-9, copy available on the SRNS Internet Home Page. At least one of the documents selected from the list must be a valid State or Federal government-issued picture ID.
  - (2) Vendor Delivery Personnel. Unbadged personnel seeking a temporary badge for material/equipment deliveries will be required to present one form of picture identification that will verify their identity, such as a valid state driver's license that includes a photograph. Delivery personnel shall enter the site at the Aiken Barricade located approximately one (1) mile south of SC Highway 278, and will be escorted at all times to the delivery location and back to the entrance barricade by Centerra Group, LLC assigned escorts, or by Assigned Competent Persons (SRNS or Subcontractor/Supplier).
- D. If the Subcontractor/Supplier or any Subtier Subcontractor/Supplier should independently suspend or remove an employee from work at the Savannah River Site (SRS) for unsafe acts or behavior, the Subcontractor/Supplier shall immediately notify the STR/End User, return the employee's badge to the STR/End User, and provide the STR/End User with written notification of the employee's name and reason(s) for such suspension or removal.

**A.31 SOUTH CAROLINA TAX REQUIREMENTS FOR NONRESIDENTS**

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

**A.32 OZONE DEPLETING SUBSTANCE**

Without limiting any of the other Articles herein, Subcontractor/Supplier warrants that all of the supplies furnished under this Order have been completely and accurately labeled pursuant to the requirements of 40

CFR Part 82, "Protection of Stratospheric Ozone", or those such supplies do not require such labeling.

**A.33 REPORTING OF ROYALTIES**

If any royalty payments are directly involved in this Order or are reflected in the Order price, Subcontractor/Supplier agrees to report in writing, electronically, to SRNS during the performance of this Order and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this Order together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit identification of the patents or other basis on which the royalties are to be paid. The approval of DOE or SRNS of any individual payments or royalties shall not preclude the Government or SRNS at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payment is made. The provision of this article shall be included in all Subcontracts that are expected to exceed \$25,000.

**A.34 RESERVED**

**A.35 SUBCONTRACTORS/SUPPLIER LIABILITY FOR FINES AND PENALTIES**

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

**A.36 FOREIGN NATIONALS**

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

- A. The Subcontractor/Supplier shall obtain the approval of SRNS, in writing, electronically, prior to any visit to a DOE or SRNS facility by any Foreign National in connection with work being performed under this Order, in accordance with the requirements of DOE Order 142.3, Unclassified Foreign Visits and Assignments Program. Visits are normally for

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

- B. In addition, the Subcontractor/Supplier shall obtain the approval of the SRNS Procurement Representative, in writing, electronically, prior to the employment of, or participation by, any Foreign National in the performance of work under this Subcontract or any Lower-tier Subcontract at off-site locations. Such approvals will be processed in accordance with the requirements of DOE Order 142.3
- C. In the performance of off-site work, Foreign Nationals only incidentally involved with a SRNS Subcontract, and who have no knowledge that their activities are associated with SRNS Subcontract work, are exempt from the above.
- D. If the statement of work is accompanied by an approved Exception from Foreign National Information Requirements form, this Subcontract does not require the Subcontractor to provide foreign national information that would otherwise be required by DOE Order 142.3a.

**A.37 JOINT INTELLECTUAL PROPERTY RIGHTS**

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

resolve issues of participation in protection and commercialization.

**A.38 ACCESS TO DOE-OWNED OR LEASED FACILITIES**

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

- A. The performance of this Subcontract requires that employees of the Subcontractor/Supplier have physical access to DOE-owned or leased facilities. The Subcontractor/Supplier understands and agrees that DOE has a prescribed process with which the Subcontractor/Supplier and its employees must comply in Order to receive a security badge that allows such physical access. The Subcontractor/Supplier shall propose employees whose background offers the best prospect of obtaining a security badge approval for access. This clause does not control requirements for an employee obtaining a security clearance.
- B. The Subcontractor/Supplier shall assure:
  - (1) Compliance with procedures established by DOE and SRNS in providing its employees with any forms directed by DOE or SRNS;
  - (2) Employees properly complete any forms;
  - (3) Employees submit the forms to the person designated by the SRNS Procurement Representative;
  - (4) Employees cooperate with DOE and SRNS officials responsible for granting access to DOE-owned or leased facilities; and
  - (5) Employees provide additional information requested by those DOE/SRNS officials.
- C. The Subcontractor/Supplier understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE or SRNS that an employee's application for a security badge is or will be denied, the Subcontractor/Supplier shall promptly identify and submit the appropriate forms for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Subcontractor/Supplier any Subcontractor/Supplier claim against DOE or SRNS.
- D. The Subcontractor/Supplier shall return to the SRNS Procurement Representative, or designee, the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Subcontractor's/Supplier's employee(s) upon:
  - (1) Termination of this Subcontract;

- (2) Expiration of this Subcontract;
  - (3) Termination of employment on this Subcontract by an individual employee; or
  - (4) Demand by DOE/SRNS for return of the badge
- E. The Subcontractor/Supplier shall include this clause, including this paragraph E. in any Lower-tier Subcontract, awarded in the performance of this Subcontract, in which an employee(s) of the Subtier Subcontractor/Supplier will require physical access to DOE-owned or leased facilities.

**A.39 WAIVER OF BENEFITS (STAFF AUGMENTATION SUBCONTRACTS ONLY)**

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

**A.40 SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE**

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

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

**\*A.41 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)**

**DEAR 952.250-70**

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

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

**\*A.43 STOP WORK ORDER (AUG 1989)**  
**FAR 52.242-15**

**\*A.44 CONVICT LABOR (JUN 2003)**  
**FAR 52.222-3**

**\*A.45 NOTICE OF LABOR DISPUTES (FEB 1997)**  
**FAR 52.222-1**

**\*A.46 INTEREST (JUN 1996)**

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

**\*A.47 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)**

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

DEAR 952.203-70

**\*A.48 LIMITATION OF COST (APR 1984)**  
**FAR 52.232-20**

**\*A.49 EXCUSABLE DELAYS (APR 1984)**  
**FAR 52.249-14**

**\*A.50 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)**

FAR 52-242-1

**\*A.51 FACILITIES CAPITAL COST OF MONEY (OCT 1997)**

FAR 52.215-16

**\*A.52 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)**

FAR 52.215-17

**\*A.53 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)**

DEAR 970.5204-3

**A.54 Accounts, RECORDS AND INSPECTIONS (DEC 2000) DEVIATION Acquisition Letter 2005-04, 11/02/2004**

DEAR 970.5232-3

(Paragraphs (a) through (h) only)

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

**\*A.55 PROPERTY (DEC 2000)**

DEAR 970.5245-1

**\*A.56 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)**

FAR 52.244-6

**\*A.57 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)**

FAR 52.225-13

**\*A.58 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)**

FAR 52.215-15

**\*A.59 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)**

FAR 52.215-18

**\*A.60 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)**

FAR 52.204-9

**\*A.61 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS**

FAR 52.223-2

**\*A.62 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS**

FAR 52.223-15

**\*A.63 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS**

FAR 52.223-16

**\*A.64 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS**

FAR 52.223-17

**\*A.65 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS**

FAR 52.223-19

**\*A.66 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS**

FAR 52.203-17

**A.67 COMPLIANCE WITH DIESEL EMISSION REDUCTION ACT (DERA)**

A. All diesel powered equipment bought on-site for ARRA work is required to burn ultra-low sulfur diesel fuel ( $\leq 15$  ppm). Fuel certification will be available for inspection upon request.

B. All pre-1996 model year non-road diesel engine equipment brought on-site for ARRA work shall be retrofitted with EPA verified control equipment. Equipment certification will be submitted prior to commencement of work.

C. SRS is implementing South Carolina State Transport Police (SCSTP) maximum idling regulation SCCL§56-35-10. All "self-propelled diesel motor vehicles licensed for use on a public roadway to transport passengers or property when the vehicle has a gross vehicle weight rating or gross combination weight rating of ten thousand and one pounds or more" shall be shut down if the idling period will exceed 10 consecutive minutes. Additional guidance on maximum idling time can be obtained at [www.scstp.org](http://www.scstp.org).

**A.68 INSPECTION EXCEPTION FOR THORIATED TUNGSTEN ELECTRODES**

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

#### **A.69 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS**

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

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

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

#### **A.70 EXPORT CONTROL**

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

#### **A.71 DOE O 442.2 – DIFFERING PROFESSIONAL OPINIONS FOR TECHNICAL ISSUES INVOLVING ENVIRONMENT, SAFETY AND HEALTH**

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

- (1) Ensure that all Subcontractor/Supplier and any Subtier Subcontractor/ Supplier employees are notified quarterly that they have the right to report environment, safety and health technical concerns that have not been resolved through routine work processes through the Department of Energy Differing Professional Opinion (DPO) process (the DOE DPO process can be

found in Attachment 2 to DOE O 442.2 and at <http://www.hss.doe.gov/nuclearsafety/ga/dpo.html>). The notification must provide points of contact (name, phone number and email addresses of DPO Managers) as listed on the DOE DPO web page, as well as the DOE DPO web page address.

- (2) Protect Subcontractor/Supplier and any Subtier Subcontractor/ Supplier employees from reprisal or retaliation for reporting a DPO.
- (3) Provide Subcontractor/Supplier and any Subtier Subcontractor/ Supplier employees' reasonable time and resources to use the DPO Process.
- (4) Assist DOE as requested in the resolution of DPOs.
- (5) Report to the DOE when requested on the status of assigned implementation actions resulting from the DPO resolution and on the closure of these implementations actions.

#### **A.72 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (REFERENCE FAR 52.204-21 JUN 2016)**

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

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

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

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

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

- (b) Safeguarding requirements and procedures.
  - (1) The Subcontractor shall apply the following basic safeguarding requirements and procedures to protect covered subcontractor information systems. Requirements and procedures for basic

safeguarding of covered subcontractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Subcontractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered subcontractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

**\*A.73-1 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS (MAY 2004) WITH ALTERNATE I (JUNE 2003).**

FAR 52.245-5, (Paragraphs (e)(1) and (e)(2) insert, “ and DOE Acquisition Regulations Subpart 945.5,” after the reference to FAR Subpart 45.5).

**A.73-2 GOVERNMENT FURNISHED AND SUBCONTRACTOR/SUPPLIER-ACQUIRED PROPERTY**

- A. SRNS shall furnish to the Subcontractor/Supplier the Government materials, equipment and supplies listed elsewhere in the Subcontract.
- B. Purchase of equipment or other tangible personal property, which is not identified in the Subcontractor/Supplier’s cost proposal and for which the Subcontractor/Supplier is entitled to be reimbursed as a direct item of cost under this Subcontract, shall be approved in advance by the Procurement Representative.
- C. All Government property furnished by SRNS or acquired by the Subcontractor/Supplier, as a direct cost under the Subcontract, title to which vests in the Government, shall be identified, controlled and protected as required by Article 54-1 above. Disposition of such property upon completion of this Subcontract shall be as directed by the Procurement Representative.
- D. If SRNS provides the Subcontractor/Supplier Government property that is marked as “high risk property” the Subcontractor/Supplier shall ensure that adequate safeguards are in place and adhered to, for the handling, control and disposition of this property in accordance with the policies, practices and procedures for property management contained in the DOE Property Management Regulations (41 CFR 109-1.53). Title to all property marked as “high risk property” vests in the Government.

**A.74 CONTRACTOR REQUIREMENTS DOCUMENT DOE O 221.1B, REPORTING FRAUD, WASTE AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL**

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

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

#### 1. GENERAL REQUIREMENTS.

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

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

Individuals who contact the OIG are encouraged to provide relevant and specific details of the issue, including the identity of the person, company, or

organization alleged to have engaged in wrongdoing; a description of the alleged impropriety; the DOE facility and program affected by the alleged misconduct; Contract/Subcontract numbers; date(s) of alleged wrongdoing; how the complainant is aware of the alleged impropriety; the identity of potential witnesses; and the identity and location of supporting documentation.

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

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

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

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

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

(2) Professional disagreements of opinion;

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

(4) Security infractions;

(5) Employee grievances and disputes among employees;

(6) Prohibited personnel practices;

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

(8) Failure to pay legitimate debts;

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

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

(11) Theft of personal property; and

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

#### 2. SPECIFIC CONTRACTOR REQUIREMENTS.

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

subcontractor/supplier of the Contractor/Subcontractor/Supplier has committed:

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

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

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

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

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

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

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

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

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

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

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

management official, the OIG, or other appropriate authority.

#### **A.75 CONTRACTOR REQUIREMENTS**

##### **DOCUMENT DOE O 221.2A,**

##### **COOPERATION WITH THE OFFICE OF**

##### **INSPECTOR GENERAL**

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

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

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

#### **2. SPECIFIC REQUIREMENTS.**

Subcontractors/suppliers must ensure that all their employees and subtier subcontractors understand that they must:

a. comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements.

b. not impede or hinder another employee's or subtier subcontractor's cooperation with the OIG.

c. ensure that reprisals are not taken against DOE contractor or SRNS employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

#### **A.76 DOE O 486.1A, FOREIGN GOVERNMENT SPONSORED OR AFFILIATED ACTIVITIES**

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

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

Subcontractor personnel participation in any Foreign Government-Sponsored Talent Recruitment Program of

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

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

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

**A.77. ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)**

DEAR 952.209-72

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

(b) Scope. The restrictions described herein shall apply to performance or participation

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

(1) Use of Subcontractor’s Work Product.

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

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

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

(2) Access to and use of information. (i) If the subcontractor, in the performance of this subcontract, obtains access to information, such as SRNS plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise

made available to the public, the subcontractor agrees that without prior written approval of the Procurement Representative it shall not:

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

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

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

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

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

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

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

(2) In the event that the subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest

to the Procurement Representative, SRNS may terminate this contract for default.

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

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

(End of clause)

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

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

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

## **SECTION B**

**SECTION B ARTICLES APPLY IF THE PRICE OF THIS ORDER EXCEEDS \$2,500 And \$3,000 (RESPECTIVELY).**

*(This Subcontract or Order incorporates the Clause identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRNS will make their full text available. Reference Article A.40, "Supplemental Definitions for FAR and DEAR Clauses Incorporated by Reference".)*

### **\*B.1 BUY AMERICAN ACT- -SUPPLIES (JUN 2003) FAR 52.225-1**

### **\*B.2 EMPLOYMENT ELIGIBILITY VERIFICATION**

*NOTE: This Article applies only with respect to the following:*

((1) Is for –

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;(2) Has a value of more than \$3,000; and (3) Includes work performed in the United States.) (Jan 2009)

FAR 52.222-54.

## **SECTION C**

**SECTION C ARTICLES APPLY IF THE PRICE OF THIS ORDER EXCEEDS \$10,000.**

*(This Subcontract or Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRNS will make their full text available. Reference Article A.40, "Supplemental Definitions for FAR and DEAR Clauses Incorporated by Reference".)*

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

FAR 52.222-36

### **\*C.2 PATENT INDEMNITY (APR 1984)**

FAR 52.227-3

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

FAR 52.222-21

## **SECTION D**

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

### **D.1 INSPECTION OF SUPPLIES AND SERVICES**

- A. The Subcontractor/Supplier shall provide and maintain an inspection system acceptable to SRNS covering the services and/or supplies, fabricating methods, and special tooling under this Order. Complete records of all inspection work performed by the Subcontractor/Supplier shall be maintained and made available to SRNS during Order performance and for as long afterwards as the Order requires.
- B. SRNS and the Government have the right to inspect and test the services and/or supplies, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. SRNS and the Government may also inspect the plant or plants of the Subcontractor/Supplier or any Subcontractor/Supplier engaged in the Order performance. SRNS shall perform inspections and tests in a manner that will not unduly delay the Work.
- C. If SRNS performs inspection or testing on the premises of the Subcontractor/Supplier or a Subcontractor/Supplier, the Subcontractor/Supplier shall furnish and shall require Subcontractors/Suppliers to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- D. Unless otherwise specified, SRNS shall accept supplies as promptly as practicable after delivery, and supplies shall be determined to be accepted 60 days after delivery, unless accepted or rejected earlier.
- E. At any time during Order performance, but no later than 6 months (or such other time as may be specified in the Order) after acceptance of the supplies to be delivered under this Order, SRNS may require the Subcontractor/Supplier to replace or correct any Supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with Order requirements. Except as otherwise provided in paragraph H, the cost of replacement or correction shall be included in allowable cost, determined as provided in the "Allowable Cost and Payment" article, but no additional fee shall be paid. The Subcontractor/Supplier shall not tender for acceptance Supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required,

- shall disclose the corrective action taken.
- F. If any of the services performed do not conform with Order requirements, SRNS may require the Subcontractor/Supplier to perform the services again in conformity with Order requirements for no additional fee. When the defects in services cannot be corrected by re-performance, SRNS may -
- (1) Require the Subcontractor/Supplier to take necessary action to ensure that future performance conforms to Order requirements and
  - (2) Reduce any fee payable under this Order to reflect the reduced value of the services performed.
- G. (1) If the Subcontractor/Supplier fails to proceed with reasonable promptness to perform required replacement or correction, SRNS may--
- (i) By contract or otherwise, perform the replacement or correction and charge to the Subcontractor/Supplier any increased cost or make an equitable reduction in any fixed fee paid or payable under this Order;
  - (ii) Require delivery of undelivered Supplies at an equitable reduction in any fixed fee paid or payable under this Order; or
  - (iii) Terminate this Order for default.
- (2) Failure to agree on the amount of increased cost to be charged to the Subcontractor/Supplier or to the reduction in the fixed fee shall be a dispute.
- (3) If the Subcontractor/Supplier fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with Order requirements, SRNS may
- (i) By Contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
  - (ii) Terminate this Order for default.
- H. Notwithstanding paragraphs F and G above, SRNS may at any time require the Subcontractor/Supplier to correct or replace, without cost to SRNS, nonconforming supplies, and/or correctly re-perform nonconforming services, if the non-conformances are due to
- (1) Fraud, lack of good faith, or willful misconduct on the part of the Subcontractor's/Supplier's managerial personnel; or
  - (2) The conduct of one or more of the Subcontractor's/Supplier's employees selected or retained by the Subcontractor/Supplier and any of the Subcontractor's/Supplier's managerial personnel has reasonable grounds to believe that the employee is habitually careless

or unqualified.

- I. This article applies in the same manner to corrected or replacement Supplies as to Supplies originally delivered.
- J. The Subcontractor/Supplier shall have no obligation or liability under this Order to replace Supplies that were nonconforming at the time of delivery, except as provided in this article or as may be otherwise provided in this Order.
- K. Except as otherwise specified in this Order, the Subcontractor's/Supplier's obligation to correct or replace Government-Furnished Property shall be governed by the article pertaining to Government property.

*(This Subcontract or Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRNS will make their full text available. Reference Article A.40, "Supplemental Definitions for FAR and DEAR Clauses Incorporated by Reference".)*

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

FAR 52.209-6

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

FAR 52.222-35

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

FAR 52.222-37

**SECTION E**

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

**E.1 SUSTAINABLE ACQUISITION PROGRAM**

- A. Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing its facilities in an environmentally preferable and sustainable manner that will promote the natural environment and protect the health and well-being of its Federal employees and subcontractor/supplier service

providers. In the performance of work under this contract, the subcontractor/supplier shall provide its services in a manner that promotes the natural environment, reduces greenhouse gas emissions and protects the health and well-being of Federal employees, contract service providers and visitors using the facility.

B. Green purchasing or sustainable acquisition has several interacting initiatives. The subcontractor/supplier must comply with initiatives that are current as of the contract award date. DOE may require compliance with revised initiatives from time to time. The subcontractor/supplier may request an equitable adjustment to the terms of its contract using the procedures in the Changes clause of the contract. The initiatives important to these Orders are explained on the following Government or Industry Internet Sites:

- (1) Recycled Content Products are described at <http://epa.gov/cpg>
- (2) Biobased Products are described at <http://www.biopreferred.gov/>
- (3) Energy efficient products are at <http://energystar.gov/products> for Energy Star products
- (4) Energy efficient products are at <http://www.femp.energy.gov/procurement> for FEMP designated products
- (5) Environmentally preferable and energy efficient electronics including desktop computers, laptops and monitors are at <http://www.epeat.net> the Electronic Products Environmental Assessment Tool (EPEAT) the Green Electronics Council site
- (6) Greenhouse gas emission inventories are required, including Scope 3 emissions which include subcontractor/supplier emissions. These are discussed at Section 13 of Executive Order 13514 which can be found at <http://www.archives.gov/federal-register/executive-orders/disposition.html>
- (7) Non-Ozone Depleting Alternative Products are at <http://www.epa.gov/ozone/strathome.html>
- (8) Water efficient plumbing products are at <http://epa.gov/watersense>.

C. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, require the use of products that have biobased content, are energy efficient, or have recycled content. To the extent that the services provided by the subcontractor/supplier require provision of any of the above types of products, the

subcontractor/supplier must provide the energy efficient and environmentally sustainable type of product unless that type of product—

- (1) Is not available;
- (2) Is not life cycle cost effective or does not exceed 110% of the price of alternative items if life cycle cost data is unavailable (EPEAT is an example of lifecycle costs that have been analyzed by DOE and found to be acceptable at the silver and gold level);
- (3) Does not meet performance needs; or,
- (4) Cannot be delivered in time to meet a critical need.

D. In the performance of this contract, the subcontractor/supplier shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (<http://www.epa.gov/greeningepa/practices/eo13423.htm>) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance (<http://www.archives.gov/federal-register/executive-orders/disposition.html>). The subcontractor/supplier shall also consider the best practices within the DOE Acquisition Guide, Chapter 23, Acquisition Considerations Regarding Federal Leadership in Environmental, Energy, and Economic Performance. This guide includes information concerning recycled content products, biobased products, energy efficient products, water efficient products, alternative fuels and vehicles, non-ozone depleting substances and other environmentally preferable products and services. This guide is available on the Internet at: [http://management.energy.gov/documents/AcqGuid\\_e23pt0Rev1.pdf](http://management.energy.gov/documents/AcqGuid_e23pt0Rev1.pdf).

E. In complying with the requirements of paragraph (c) of this clause, the subcontractor/supplier(s) shall coordinate its activities with and submit required reports through the Environmental Sustainability Coordinator or equivalent position. Reporting under this paragraph and paragraphs (f) and (g) of this clause is only required if the contract or subcontract offers subcontracting opportunities for energy efficient and environmentally sustainable products or services exceeding \$100,000 in any contract year.

F. The subcontractor/supplier shall prepare and submit performance reports, if required, using prescribed DOE formats, at the end of the Federal fiscal year, on matters related to the acquisition of environmentally preferable and sustainable products and services. This is a material delivery under the contract. Failure to perform this requirement may be considered a failure that endangers performance of

this contract and may result in termination for default.

- G. These provisions shall be flowed down only to first tier subcontracts exceeding the simplified acquisition threshold that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. The Subcontractor, if subcontracting opportunities for sustainable and environmentally preferable products or services exceed the threshold in paragraph (e) of this clause, will comply with the procedures in paragraphs (c) through (e) of this clause regarding the collection of all data necessary to generate the reports required under paragraphs (c) through (e) of this clause, and submit the reports directly to the Prime Contractor's Environmental Sustainability Coordinator at the supported facility. The Subcontractor will advise the subcontractor/supplier if it is unable to procure energy efficient and environmentally sustainable items and cite which of the reasons in paragraph (c) of this clause apply. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the Subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties. Failure to comply with these reporting requirements may be considered a breach of contract with attendant consequences.

**E.2 EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT [OCT 2010]**

- (1) Since this contract involves subcontractor/supplier operation of Government-owned facilities and/or motor vehicles, the provisions of Executive Order 13423 are applicable to the subcontractor/supplier to the same extent they would be applicable if the Government were operating the facilities or motor vehicles. Information on the requirements of the Executive Order may be found at <http://www.archives.gov/federal-register/executive-orders/>.

*(This Subcontract or Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRNS will make their full text available. Reference Article A.40, "Supplemental Definitions for FAR and DEAR Clauses Incorporated by Reference".)*

**\*E.3 AUTHORIZATION AND CONSENT (JUL 1995)**

FAR 52.227-1

**\*E.4 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)**

DEAR 970.5227-5

**\*E.5 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

FAR 52.222-2

**\*E.6 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)**

FAR 52.203-12

**\*E.7 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**

FAR 52.219-8

**\*E.8 INTEGRITY OF UNIT PRICES (OCT 1997)**

FAR 52.215-14

**\*E.9 ANTI-KICKBACK PROCEDURES (JUL 1995)**

FAR 52.203-7

**\*E.10 RESTRICTION ON CONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)**

FAR 52.203-6

**\*E.11 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OVERTIME COMPENSATION (JUL 2005)**

FAR 52.222-4

**\*E.12 PREFERENCE FOR PRIVATELY-OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)**

FAR 52.247-64

**\*E.13 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

FAR 52.223-14

**\*E.14 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

FAR 52.222-39

**SECTION F**

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

*(This Subcontract or Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRNS will make their full text available. Reference Article A.40, "Supplemental Definitions for FAR and DEAR Clauses Incorporated by Reference".)*

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

DEAR 952.226.74

**\*F.2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)**

DEAR 970.5226.2

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

FAR 52.219-9

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

**\*F.4 SMALL BUSINESS SUBCONTRACTING PLAN ALT III (JAN 2017)**

FAR 52.219-9

**\*F.5 SMALL BUSINESS SUBCONTRACTING PLAN ALT IV (JAN 2019) (DEVIATION 2-19-O0005) (JAN 2019)**

FAR 52.219-9

**SECTION G**

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

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

DEAR 970.5223-1

- A. For the purpose of this Article,
- (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
  - (2) Employees include Subcontractor/Supplier and Subtier Subcontractor/Supplier employees.
- B. In performing work under this Subcontract, the Subcontractor/Supplier and any Subtier Subcontractors/Suppliers, shall perform work safely,

in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Subcontractor/Supplier shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor/Supplier shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral, but visible part of the Subcontractor's/Supplier's work planning and execution processes. The Subcontractor/Supplier shall, in the performance of work, ensure that:

- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those Subcontractor/Supplier and Subtier Subcontractor/Supplier employees managing or supervising employees performing work.
  - (2) Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.
  - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
  - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
  - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
  - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
  - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by SRNS and the Subcontractor/Supplier. These agreed-upon conditions and requirements of the Subcontract are binding upon the Subcontractor/Supplier. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work.
- C. The Subcontractor/Supplier and any Subtier Subcontractors/Suppliers shall manage and perform

work in accordance with Article G.2 or a documented Worker Protection Plan (WPP) that fulfills all conditions in paragraph B. of this Article to the degree specified in Article G.3 or G.4. as indicated applicable to this Subcontract Documentation in the Subcontract shall describe how the Subcontractor/Supplier will:

- (1) Define the Work to be performed;
  - (2) Identify and analyze hazards associated with the work;
  - (3) Develop and implement hazard controls;
  - (4) Perform work within controls; and
  - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- D. The Subcontract shall describe how the Subcontractor/Supplier will establish, document, and implement safety performance objectives, performance measures, and commitments in response to Subcontract requirements and funding limits while maintaining the integrity of the WPP. The Subcontract shall also describe how the Subcontractor/Supplier will measure WPP effectiveness.
- E. The Subcontractor/Supplier shall submit to the SRNS Procurement Representative documentation of its WPP for review and acceptance. The SRNS Procurement Representative will establish dates for submittal, discussions, and revisions to the WPP. The SRNS 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 SRNS Procurement Representative may issue an Order stopping work in whole or in part. Any stop work Order issued by the SRNS 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 SRNS Procurement Representative issues a stop work Order, an Order authorizing the resumption of the work may be issued at the discretion of the SRNS 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. The STR will forward the deficiencies to SRNS Contractor Assurance for screening.

## **G.2 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE – CATEGORY A**

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

- A. The Subcontractor/Supplier, and any Subtier Subcontractor/Supplier, shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety, and health of employees and members of the public. All work shall be performed to include Lower-tier subcontracted work in compliance with all applicable SRNS/DOE environmental, safety, and health requirements, including DOE Regulation 10 CFR 851, "Worker Safety and Health Program", and orders, and procedures including related reporting requirements and all subsequent updates to OSHA and 10 CFR 851. Such procedures provide authority to SRNS employees to call a "time out/stop work" when unsafe conditions are observed and/or employee actions are likely to cause injury to

themselves, other personnel, or cause damage to SRS property. The Subcontractor/Supplier shall ensure that its employees, including lower-tier Subcontractor/Supplier employees are aware of this authority, and also have similar “time out/stop work” authority when performing work under this Subcontract. The SRNS Procurement Representative shall notify the Subcontractor/Supplier in writing of any noncompliance with the provisions of this Article and the corrective action to be taken. After receipt of such notice, the Subcontractor/Supplier shall immediately take corrective action. In the event that the Subcontractor/Supplier fails to take corrective action and comply with said SRNS/DOE regulations, requirements and procedures the SRNS Procurement Representative may, without prejudice to any other legal or contractual rights of SRNS, issue an Order stopping work in whole or in part. An Order authorizing the resumption of work may be issued at the discretion of the Procurement Representative. The Subcontractor/Supplier shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

B. Prior to the start of work under this Subcontract, the Subcontractor/Supplier shall provide to the SRNS Procurement Representative a completed Prequalification Checklist for review and acceptance by the appropriate contractor’s organization(s). The Prequalification Checklist shall contain the following minimum requirements, as applicable:

(1) 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.

(2) EMR & TRC Worksheet

(3) Safety and Industrial Hygiene Representation: The Subcontractor/Supplier shall designate required representation as specified in the Subcontract. The designation must include qualifications and duties.

(4) Insurance Confirmation of EMR Rate

(5) OSHA 300 Logs/Summaries

(6) Focused Observation Checklists

(7) Designated Local Medical Provider

(8) Assigned Competent Person (ACP): 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/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.

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, and (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/SRNS>

[general\\_provisions.htm](#)), and provide a copy to the STR/END USER.

D. 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.

**G.3 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE – CATEGORY B**

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

- A. The Subcontractor/Supplier and any Subtier Subcontractors/Suppliers shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety and health of employees and members of the public, and shall comply with OSHA and all other applicable federal, state and local regulatory requirements, including new DOE Regulation 10 CFR 851, "Worker Safety and Health Program" which will apply to any work performed on the Savannah River Site and all subsequent updates to OSHA and 10 CFR 851. 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. Prequalification Checklist  
Prior to the start of work under this Subcontract, Subcontractor/Supplier shall provide to contractor's Procurement Representative a completed Prequalification Checklist for review and acceptance by the appropriate contractor's organization(s). The Prequalification Checklist shall contain the

following minimum requirements, as applicable:

(1) Worker Protection Plan Checklist

(2) EMR & TRC Worksheet

(3) Safety and Industrial Hygiene Representation: The Subcontractor/Supplier shall designate required representation as specified in the Subcontract. The designation must include qualifications and duties.

(4) Worker Protection Plan (WPP) and Task Specific Plan (TSP): The Subcontractor/Supplier shall possess and maintain a corporate WPP which implements the 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) for review and acceptance by the appropriate SRNS organization(s). Note: Subcontractor/Supplier is responsible for conducting hazard analysis and documenting additional TSPs. Work under this Subcontract shall not commence until the WPP and TSPs have been accepted by SRNS. The Subcontractor/Supplier shall provide a copy of the accepted WPP and TSP to any Subtier Subcontractor/Supplier 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 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.

(5) Insurance Confirmation of EMR Rate

(6) OSHA 300 Logs/Summaries

(7) Focused Observation Checklists

(8) Designated Local Medical Provider

(9) Assigned Competent Person (ACP): 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.

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/SRNS\\_general\\_provisions.htm](http://www.srs.gov/general/busiops/PMMD/SRNS_general_provisions.htm)), and provide a copy to the STR/END USER.

D. Safety Data Sheets.

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

E. 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.

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 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.

**G.4 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE – CATEGORY C**

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

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

Prior to the start of work under this Subcontract, Subcontractor/Supplier shall provide to contractor's Procurement Representative a completed Prequalification Checklist for review and acceptance by the appropriate contractor's organization(s). The Prequalification Checklist shall contain the following minimum requirements, as applicable:

(1) Worker Protection Plan Checklist

(2) EMR & TRC Worksheet

(3) Safety and Industrial Hygiene Representation: The Subcontractor/Supplier shall designate required representation as specified in the Subcontract. The designation must include qualifications and duties.

(4) Worker Protection Plan (WPP): The Subcontractor/Supplier shall possess and maintain a corporate Worker Protection Plan (WPP) which implements the 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 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.

(5) Insurance Confirmation of EMR Rate

(6) OSHA 300 Logs/Summaries

(7) Focused Observation Checklists

(8) Designated Local Medical Provider

(9) Assigned Competent Person (ACP): 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.

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/SRNS\\_general\\_provisions.htm](http://www.srs.gov/general/busiops/PMMD/SRNS_general_provisions.htm)), and provide a copy to the STR/END USER.

D. Safety and Health Representative.

The Subcontractor/Supplier shall designate a safety and health professional or representative, as specified in the Subcontract. The designation must include the person's qualifications and duties and be

documented in the Subcontractor's/Supplier's Worker Protection Plan. A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or one of the following certifications:

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

D. Safety Data Sheets.

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

E. 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.

F. Site Reporting Requirements

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

- (1) Operational emergencies,
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
- (3) Any on-the-job injury where an employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for

prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately,

- (4) Any violation of Lockout/Tag out controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury
- (5) Fires/explosions,
- (6) Hazardous energy control failures,
- (7) Operations shutdown directed by management for safety reasons,
- (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
- (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations, 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.

#### **G.5 GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES**

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

A. General Employee Training (GET)

- (1) The Subcontractor/Supplier shall inform his employees and the employees of his Subtier Subcontractors/Suppliers and agents that it is the policy of Savannah River Nuclear Solutions, LLC to adhere to the requirements contained in the DOE Order entitled "Personnel Selection, Qualification and Training Requirements," which requires any individual,

employed either full or part-time at any DOE reactor or non-reactor facility to receive selected general training.

(2) Successful Completion Required

Said employees, referred to in the remainder of this document as "individual", must successfully complete the training known as "General Employee Training" (GET) as offered by the SRS. GET is required for individuals who require badged access to the general site. GET is Web Based (on-line).

(3) Successful Completion Defined

Successful completion occurs when the individual:

Is given access to the on-line GET,

(ii) Completes the GET,

(iii) Obtains a test score of 80% or greater on the examination (100% is the highest obtainable score),

(4) Unsuccessful Completion Defined: If the individual fails to complete successfully GET, the individual is given a failure notice and is to notify the Subcontract Technical Representative (STR)End/User .The individual will be allowed several chances to successfully complete the GET. Multiple attempts are not allowed on the same day. Continued failure to successfully complete GET will result in resolution by the STR/End User.

(5) Access to GET

The STR/End User shall direct the individual when to complete GET.

B. Consolidated Annual Training (CAT)

CAT is required after an individual's initial successful completion of GET, regardless of the individual's present employer. CAT is required to be completed in January each year the individual has a SRS security badge. The STR/End User may be contacted for assistance.

C. Annual Safeguards and Security Refresher Training (S&S)

S&S training is required to be completed in November-December each year and is required for each individual regardless of the month GET is completed.

D. GET, CAT and the S&S Training can be completed offsite on a computer, cell phone or tablet at [www.srs.gov](http://www.srs.gov). The link to the training is available in the lower left corner of the home page. The training can also be completed on SRS network computers. The S&S Training is a prerequisite and must be completed before completing CAT. Individuals are encouraged to use Internet Explorer to complete the training.

## **G.6 SECURITY EDUCATION REQUIREMENTS FOR SUBCONTRACTORS/SUPPLIER**

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

A. Subcontractor/Supplier Security Education Coordinator -

(1) If this Order will require a force of more than thirty (30) subcontract employees receive a badge, then the Subcontractor/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 a badge, then the SRNS Subcontract Technical Representative (STR) will perform the activities discussed in this Supplement.

B. Company Roster

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

C. Initial Briefing

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

D. Comprehensive Briefing

If subcontract personnel have a clearance at the inception of this Order, or receive a clearance at any time during the course of the Order, the SSEC/STR will ensure that those subcontract employees receive a Comprehensive Briefing from SRNS.

E. Annual Refresher Briefing

The SSEC/STR/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 Subcontractor/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.

**G.7 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)**

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

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

D. The Subcontractor/Supplier shall report to the SRNS Security Office or the SRNS Procurement Representative any incidents involving the unauthorized disclosure of UCNI.

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

F. If the Subcontractor/Supplier has a formally designated Classification Officer, the Classification Officer-

- (1) Serves as a Reviewing Official for information under his/her cognizance;
- (2) Trains and designates other Reviewing Officials in his/her organization, subordinate organizations, and Subtier Subcontractors/Supplier and maintains a current list of all Reviewing Officials; and
- (3) May overrule UCNI determinations made by Reviewing Officials under his/her cognizance.

G. If the Subcontractor/Supplier has no formally designated Classification Officer, the Subcontractor/Supplier submits a request for the designation of Reviewing Officials to the local Federal Classification Officer in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part B.

**G.8 SCIENTIFIC AND TECHNICAL INFORMATION**

Written 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.

### **G.9 AUTHORIZATION AND CONSENT**

*(When this Article is invoked in the Subcontract, the "Authorization and Consent" Article included in Section E by reference (FAR 52.227-1) is deleted.)*

- A. The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this Subcontractor/Supplier or any Subcontract at any tier.
- B. The Subcontractor/Supplier shall include this article in all Subcontracts at any tier for research and development activities expected to exceed \$100,000.

### **G.10 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 SR Counterintelligence Officer. The SR Counterintelligence Officer will be responsible for conducting defensive Counterintelligence briefings and debriefings of Contractor employees traveling to foreign countries or interacting with foreign nationals. The Contractor shall be responsible for requesting defensive Counterintelligence briefings and debriefings of Contractor employees who have traveled to foreign countries or interacted with foreign nationals. The contractor shall coordinate Counterintelligence Awareness training activities with the SR Counterintelligence Officer. The Contractor shall immediately report targeting, suspicious activity and other Counterintelligence concerns to the SR Counterintelligence Officer; and 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.

### **G.11 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.

### **G.12 CHANGES, EXTRAS AND SUBSTITUTIONS - (SUPPLEMENT)**

*NOTE: Inclusion of this Article supplements Article A.4, Changes.*

- A. In the event of an emergency which SRNS determines endangers life or property, SRNS may use oral Orders to Subcontractor/Supplier for any work required by reason of such emergency. Subcontractor/Supplier shall commence and complete such emergency work as directed by SRNS. Such oral Orders will be confirmed by Change Order.
- B. Pricing of Adjustments

When costs are a factor in any determination of an Order adjustment pursuant to the General Provision titled "Changes", or any other provision of this Order, such costs, upward or downward, shall be submitted by Subcontractor/Supplier in the form of a lump sum proposal. The proposal shall include an itemized breakdown of all increases or decreases in at least the following detail:

  - (1) Direct Labor.
    - (i) Charges for labor furnished and used by Subcontractor/Supplier shall be allowable for all manual classifications up to and including foremen. Charges shall not be included for superintendents, assistant superintendents, general foreman, surveyors, office personnel, timekeepers, an maintenance mechanics; these cost are recovered in the overhead and profit rates established by this Article. Labor rates used to calculate the costs shall be those rates in effect during accomplishment of the changes.
    - (ii) Direct labor costs shall include, in addition to direct payroll costs, payroll taxes, insurance, vacation allowance, subsistence, travel time, overtime premium and any other payroll additives required to be paid by Subcontractor/Supplier by law or labor agreement(s), e.g. Project Agreement, collective bargaining agreement(s), etc. Copies of certified pertinent payrolls shall be submitted to SRNS.
  - (2) Equipment.
    - (i) Charges shall be allowable for the rental and operation of all Subcontractor's/Supplier's equipment furnished and used by Subcontractor/Supplier, except for equipment or tools with a new cost at point of origin of Five Hundred Dollars or less each, which are determined to be covered

- in the overhead and profit rates established by this Article.
- (ii) For Subcontractor/Supplier -owned equipment, reasonable equipment charges shall be allowed in accordance with the following:
    - (a) Rental rates as agreed upon in the Order; or
    - (b) Rental rates not greater than seventy percent (70%) of Data Quest Blue Book daily rental rates applicable for the period of performance of the change; and
    - (c) Appropriately discounted to stand-by rates for idle time reasonably required.
  - (iii) When the operated use of equipment is infrequent and, as determined by SRNS, such equipment need not remain at the work site continuously, charges shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at SRNS's direction shall be charged at the standby rate.
  - (iv) For Rental Equipment not owned by Subcontractor/Supplier, charges will be computed on the basis of actual invoice cost.
  - (v) For the cost of both rented and owned to be allowable, Subcontractor/Supplier must justify and SRNS agree that the individual pieces of equipment are needed, are appropriate for the work, and that the mobilization costs are allocable to the change.
- (3) Materials  
Approved incurred costs for material incorporated into the changed Work or required for temporary facilities made necessary by the change shall be allowable at net cost delivered to the Jobsite.
- (4) Overhead, Profit and All Other Costs
- (i) Overhead, profit and markup percentages included in the proposal, shall include, but not be limited to, insurance, use of small tools, incidental job burdens, and general home and field office expense. No percentages for overhead, profit or Subtier markup will be allowed on employment taxes under FICA and FUTA.
  - (ii) The percentages for overhead and profit will be negotiated and may vary according to the nature, extent and complexity of the Work involved. The maximum percentage for the overhead, profit and markup shall not exceed those shown below.

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

<u>Subcontracted Work</u>	<u>Overhead</u>	<u>Profit</u>	<u>Markup</u>
\$1 to \$19,999	0%	0%	8.0%
\$20,000 to \$49,999	0%	0%	5.5%
\$50,000 and above	0%	0%	2.0%
<u>Direct Hire Work:</u>	<u>Overhead</u>	<u>Profit</u>	<u>Markup</u>
\$1 to \$19,999	10.0%	10.0%	0%
\$20,000 to \$49,999	7.5%	7.5%	0%
\$50,000 and above	6.75%	6.75%	0%

### **G.13 RIGHT OF FIRST REFUSAL OF EMPLOYMENT**

The scope of work described herein as currently being performed by SRNS Procurement Representative (SRNS) employees and award of an Order may displace these workers. Consistent with section 3161 of the National Defense Authorization Act (PL 102-484), if the Seller needs to hire additional employees beyond those already part of its existing work force as of the date of this solicitation in order to satisfy the performance requirements set forth by the scope of work in this solicitation, the Seller must first consider the employment of qualified displaced DOE contractor employees who meet the 3161 Job Attachment Test prior to using other avenues to fill that employment need. At the time of award of the Order, the Procurement Representative shall make available to the Seller a list of displaced employees with sufficient information to allow for contact. This requirement shall be included in the resultant Order and be in effect from the date of award of the Order.

### **G.14 COPYRIGHTS FOR SRNS DIRECTED TECHNICAL PERFORMANCE**

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

*(This Subcontract or Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRNS will make their full text available. Reference Article A.40, "Supplemental Definitions for FAR and DEAR Clauses Incorporated by Reference".)*

**\*G.15 CLASSIFICATION/ DECLASSIFICATION (SEP 1997)**  
DEAR 952.204-70

**\*G.16 FILING OF PATENT APPLICATIONS- CLASSIFIED SUBJECT MATTER (APR 1984)**  
FAR 52.227-10

**\*G.17 PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997)**  
DEAR 952.227-13

**\*G.18 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995)**  
DEAR 952.227-11

**\*G.19 RIGHTS IN DATA – GENERAL (JUN 1987)**  
FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)

**\*G.20 RIGHTS IN DATA - ALTERNATE II (JUN 1987)**  
FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)

**\*G.21 RIGHTS IN DATA - ALTERNATE III (JUN 1987)**  
FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)

**\*G.22 ADDITIONAL DATA REQUIREMENTS (JUN 1987)**  
FAR 52.227-16

**\*G.23 SERVICE CONTRACT ACT OF 1965 AS AMENDED (NOV 2007)**  
FAR 52.222-41

**\*G.24 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**  
FAR 52.222-42

**\*G.25 RESERVED**

**\*G.26 COST ACCOUNTING STANDARDS (CAS) (APR 1998)**  
FAR 52.230-2

**\*G.27 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)**  
FAR 52.230-6

**\*G.28 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)**  
FAR 52.230-3

**\*G.29 PRIVACY ACT (APR 1984)**  
FAR 52.224-1 and 52.224-2

**\*G.30 DUTY-FREE ENTRY (FEB 2000)**  
FAR 52.225-8

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

(a) *Definition.* "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the Company, the Subcontractor/Supplier shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this subcontract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

(1) The Subcontractor/Supplier shall notify the Procurement Representative (PR) in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$10,000 that are to be imported into the customs territory of the United States for delivery to the SRNS under this contract, either as end products or for incorporation into end products. The Subcontractor/Supplier shall furnish the notice to the PR at least 30 calendar days before the importation. The notice shall identify the:

(i) Foreign supplies;

(ii) Estimated amount of duty; and

(iii) Country of origin.

(2) The PR will determine whether any of these supplies should be accorded duty-free entry and will notify the Subcontractor/Supplier within 10

calendar days after receipt of the Subcontractor's/Supplier's notification.

- (3) Except as otherwise approved by the PR, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.
- (d) The Subcontractor/Supplier is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if:
  - (1) The supplies are identical in nature to items purchased by the Subcontractor/Supplier or any subtier Subcontractor/Supplier in connection with its commercial business; and
  - (2) Segregation of these supplies to ensure use only on SRNS subcontracts containing duty-free entry provisions is not economical or feasible.
- (e) The Subcontractor/Supplier shall claim duty-free entry only for supplies to be delivered to SRNS under this subcontract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the PR, diverted to nongovernmental use.
- (f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the SRNS and Subcontractor/Supplier in obtaining duty-free entry for these supplies.
- (g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to SRNS in care of the Subcontractor/Supplier and shall include the:
  - (1) Delivery address of the Subcontractor/Supplier (or prime contracting agency, if appropriate);
  - (2) SRNS Subcontract number and SRNS Prime Contract number;
  - (3) Identification of carrier;
  - (4) Notation "UNITED STATES GOVERNMENT, \_\_\_\_\_ [DOE or NNSA] \_\_\_\_\_, Duty-free entry to be claimed pursuant to Item No(s) \_\_\_\_\_ [from Tariff Schedules] \_\_\_\_\_, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR

Part 142 and notify SRNS for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.”;

- (5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and
- (6) Estimated value in United States dollars.
- (h) The Subcontractor/Supplier shall instruct the foreign supplier to:
  - (1) Consign the shipment as specified in paragraph (g) of this clause;
  - (2) Mark all packages with the words "UNITED STATES GOVERNMENT" and the title of the Savannah River Nuclear Solutions, LLC; and
  - (3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.
- (i) The Subcontractor/Supplier shall provide written notice to the cognizant contract administration office immediately after notification by the PR that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Subcontract, upon award by the Subcontractor/Supplier to the overseas supplier. The notice shall identify the:
  - (1) Foreign supplies;
  - (2) Country of origin;
  - (3) SRNS Subcontract number and SRNS Prime Contract Number; and
  - (4) Scheduled delivery date(s).
- (j) The Subcontractor/Supplier shall include and flow down the substance of this clause to their subtier subcontractors.

**\*G.31 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)**

FAR 52.247-63

**\*G.32 ACQUISITION OF REAL PROPERTY (APR 1984)**

DEAR 952.217-70

**\*G.33 RESERVED**

**\*G.34 FIRST ARTICLE APPROVAL - TESTING  
(SEP 1989)**

FAR 52.209-4

**\*G.35 PRINTING (DEC 2000)**

DEAR 970.5208-1

**\*G.36 PRICE REDUCTION FOR DEFECTIVE  
COST OR PRICING DATA (OCT 1997)**

FAR 52.215-10

**\*G.37 PRICE REDUCTION FOR DEFECTIVE  
COST OR PRICING DATA--  
MODIFICATIONS (OCT 1997)**

FAR 52.215-11

**\*G.38 STATE OF NEW MEXICO GROSS  
RECEIPTS AND COMPENSATING TAX  
(APR 2003)**

FAR 52.229-10 as modified by DEAR 970.2904-1

**\*G.39 RESEARCH MISCONDUCT (JUL 2005)**

DEAR 952.235-71

**\*G.40 REQUIRED SOURCES FOR HELIUM AND  
HELIUM USAGE DATA (APR 2002)**

FAR 52.208-8

**G.41 SECURITY REQUIREMENTS (JUN 2009)**

DEAR 952.204-2 SECURITY

***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.
  - i. The date(s) each Review was conducted;
  - ii. Each entity that provided information concerning the individual;
  - iii. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;
  - iv. A certification that all information collected during the review was reviewed and evaluated in accordance with the Subcontractor's/Supplier's personnel policies; and
  - v. The results of the test for illegal drugs (SRNS to provide this testing).

1. **Criminal liability.** It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Subcontractor/Supplier or any person under the Subcontractor's/Supplier's

control in connection with work under this Subcontract, may subject the Subcontractor/Supplier, its agents, employees, or Subcontractors/Suppliers to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

J. **Foreign Ownership, Control, or Influence.**

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

- 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].

**\*G.42 RIGHTS IN DATA – FACILITIES**  
DEAR 970.5227-1

**G.43 DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011)**

***The following is applicable in subcontracts which may***

***involve making unclassified information about nuclear technology available to sensitive foreign nations***

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

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

**SECTION H**

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

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

**A. Segregation and Payment of Costs**

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

to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance. Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

**B. Prohibition on Use of Funds**

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

**C. Wage Rates**

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

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

**D. Publication**

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

**E. Registration requirements**

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

**F. Utilization of Small Business**

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

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

A. The following Federal Acquisition Regulation

(FAR) clauses are incorporated into the contract by reference:

- FAR 52.225-21 Required Use of American Iron, Steel, and Manufactured Goods-Buy American Act—Construction Materials (Mar 2009)
- FAR 52.225-22 Notice of Required use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials (Mar 2009)
- FAR 52.225-23 Required Use of American Iron, Steel, and other Manufactured Goods-Buy American Act— Construction Materials under Trade Agreement (Mar 2009)
- FAR 52.225-24 Notice of Required use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials under Trade Agreement (Mar 2009)
- FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)
- FAR 52.204-11 American Recovery and Reinvestment Act— Reporting Requirements (Mar 2009)
- FAR 52.212-5 (Alternate II) Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items (Mar 2009)
- FAR 52.214-26 (Alternate I) Audit and Records— Sealed Bidding (Mar 2009)
- FAR 52.215-2 (Alternate I) Audit and Records— Negotiation (Mar 2009)

B. All other terms and conditions remain unchanged.