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**GENERAL PROVISIONS FOR USE
WITH INDIVIDUAL CONSULTANTS
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))*

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SECTION A

A.1 REPORTS

As a part of the work and services to be performed, the Consultant will furnish intermediate reports to SRNS from time to time, when requested, in such

form and number as may be required by SRNS, and will make such final reports as may be required by SRNS concerning the work and services performed under the Subcontract.

A.2 TRAVEL

A. Allowable costs for air travel will be limited to the lowest available airfare. To the extent reasonable, the Consultant will make use of commercial discount airfares, Government contract airfares, and customary standard airfares. First class air travel will only be used when other less expensive accommodations are not reasonably available to meet the necessary duty requirements. Such accommodations are considered "not reasonably available" when they would:

- Require circuitous routing;
- Require travel during unreasonable hours;
- Greatly increase the duration of the flight;
- Result in additional costs which would offset the transportation saving; or
- Offer accommodations that are not reasonably adequate for the medical needs of the traveler.

B. (1) The allowance for the use of personal automobile on official business shall not be higher than the rate authorized in FPMR 101.7.1. Such allowance shall be based on the mileage between the authorized points of travel as listed in Rand-McNally standard distance charts. A variation of ten percent, if reasonable under the circumstances, is allowable, except when a longer route is necessitated by road or weather conditions.

(2) Additional allowances shall be made for daytime and overnight parking and for ferry, toll road, tunnel, or toll bridge charges. In the event two or more persons travel in one automobile, only one mileage allowance will be paid.

(3) The allowance for an employee on official travel who uses a privately owned automobile for the employee's own convenience in lieu of commercial transportation will be air coach fare plus a reasonable allowance for other normal travel costs, such as for taxi fare, required to get to the airport and to the point of destination and origin, or the applicable mileage rate, whichever is less. In such instances, reimbursement for living allowance will be limited to the time required as if the employee had used air transportation.

C. Promotional Materials (Received in Conjunction with Official Travel From Common Carriers,

Rental Car Companies or Other Commercial Sources)

All promotional materials (e.g., bonus flights, reduced-fare coupons, cash, merchandise, gifts, credits toward future free or reduced costs, etc.) received by Consultants in conjunction with official travel or applicable to the purchase of travel tickets or other services such as car rental, are due the Consultant and may not be retained by the Consultants(s). If a Consultant(s) receives such promotional materials from any commercial source incident to official travel, the Consultant(s) shall accept the material on behalf of the Federal Government and relinquish it to SRNS.

- D. (1) 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.
- (2) 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.
- (3) 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.3 INDEPENDENT CONTRACTOR

In the performance of the work and services under the terms of the Subcontract, the Consultant will act solely as an independent Contractor, and nothing contained herein or implied will at any time be so construed as to create the relationship of employer and employee, partnership, principal and agent, or joint adventurer as between SRNS and Consultant. The manner and method of implementing and completing any work to be performed under the terms of the Subcontract will be left to Consultant's control and professional judgment. It is understood that SRNS has no obligation under local, state, or federal laws regarding the Consultant or any employees, agents or Subcontractors/Suppliers employed by the Consultant and that the total commitment and liability of SRNS in regard to any arrangement or work performed under the Subcontract is to pay the fees and expenses pursuant to the provisions hereof.

A.4 CONFIDENTIALITY OF INFORMATION

- A. To the extent that work under this Subcontract requires that the Consultant 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 Consultant 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 Consultant;
 - Information which the Consultant 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 Consultant can demonstrate by written record was independently developed by the Consultant independent of any disclosure under this Subcontract
- B. The Consultant shall obtain the written electronic agreement, in a form satisfactory to SRNS, of each Subcontractor/Supplier employee or Subtier Subcontractor/Supplier permitted access to such confidential information, whereby the Subcontractor/Supplier employee or Subtier Subcontractor/Supplier agrees they will not discuss, or disclose any such information or data to any person or entity except those within their organization having a need to know to accomplish the purpose of this Subcontract. C.
- C. Upon request of SRNS or the Government, the Consultant 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 Consultant shall supply SRNS with reports itemizing information received as confidential or proprietary and setting forth the company or

companies from which the Consultant received such information.

- D. Consultant 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.5 REPORTING OF ROYALTIES

Note: This Article applies if the Subcontract is in excess of \$25,000.

If any royalty payments are directly involved in the Subcontract or are reflected in the Agreement price, the Consultant agrees to report in writing to SRNS during the performance of the Subcontract and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of the Subcontract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit identification of the patents or other basis on which the royalties are to be paid. The approval of DOE or SRNS of any individual payments or royalties shall not stop 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 payments are made.

A.6 TAXES

- A. All taxes applicable to any amounts paid by SRNS to the Consultant under the Subcontract will be the Consultant's liability and SRNS shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or worker's compensation. Upon request by SRNS, the Consultant will provide documentation evidencing compliance with all applicable federal, state and municipal income tax and/or self-employment tax laws in regard to amounts received under the Subcontract.
- B. In accordance with current law, SRNS shall annually file with the Internal Revenue Service a Form 1099-MSIC., U.S. Information Return for Recipients of Miscellaneous Income, reflecting the gross annual payments by SRNS to the Consultant, net of any reimbursed expenses incurred by the Consultant on behalf of SRNS, pursuant to the Subcontract. The Consultant

hereby acknowledges personal income tax liability for the self-employment tax imposed by Section 1401 of the Internal Code, and the payment when applicable, or estimated quarterly Internal Revenue Service Forms 1040-ES, declaration of estimated tax by individuals.

A.7 TERMINATION

SRNS has the right to terminate the Subcontract or any work being performed under any schedule executed pursuant thereto at any time by a written electronic notice to the Consultant. In such event, notwithstanding any other provisions of the Subcontract, all work and services being performed under the Subcontract or any schedule being terminated will automatically and instantly terminate and SRNS will have no liability or obligation for any performance by Consultant after the Consultant received or should have received such notice.

A.8 ASSIGNMENT

The Consultant may not assign the Subcontract, or any schedule executed pursuant thereto, nor may the Consultant delegate or subcontract the performance and obligations imposed hereunder without the consent of SRNS.

A.9 DISPUTES

- A. Consultant shall not be entitled to and neither SRNS nor the Government shall be liable to the Contractor or its Subcontractor/Supplier or 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 Contractor shall proceed diligently with performance of all terms of this Order. The Contractor's consent to proceed shall not restrict or otherwise affect the Contractor's right to contest any claim.

A.10 INSURANCE

A. Professional Liability

The Consultant shall, when directed by SRNS, maintain professional liability insurance insuring against acts of omission and commission by the Consultant in amounts satisfactory to SRNS and issued by insurance carriers approved by SRNS. Upon request, the Consultant shall provide a certificate of insurance to SRNS meeting the requirements of this article.

B. Automobile Liability Insurance

In the event that the Consultant is required to perform work or services on SRNS owned or controlled premises, including but not limited to the Savannah River Site, and in the performance thereof the Consultant uses a Consultant owned, leased or rented automobile, the Consultant shall provide a certificate of insurance to SRNS upon request for automobile liability insurance including bodily injury and property damage with limits of at least \$500,000 per person and \$1,000,000 per accident issued by an insurance carrier satisfactory to SRNS. Nothing in this article shall be construed as requiring the Consultant to provide insurance coverage in excess of the statutory minimum amounts stipulated by the State in which the Consultant's vehicle is registered and insured, when the use of the automobile is solely for transportation to and from the SRNS owned or controlled premises.

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.

A.11 RELEASE OF LIABILITY

The Consultant hereby releases SRNS from any and all liability for damage to property or loss thereof, personal injury or death during the term of the Subcontract (and any extensions thereof) or thereafter, sustained by the Consultant, and any

employee, agent or Subcontractor/Supplier of any tier employed by the Consultant as a result of performing the services under the Subcontract or arising out of the performance of such services, and the Consultant will indemnify and save SRNS harmless from any and all claims arising from or by reason of such property damage or loss, personal injury or death, except where such damage, loss, injury or death is caused by or results from the sole negligence of SRNS, its agents or employees.

A.12 GENERAL

- A. The Consultant has no authority whatever, expressed or implied, by virtue of the Subcontract to commit SRNS in any way to perform in any manner or to pay money for services or material.
- B. The Subcontract will be void and without any binding effect on SRNS if the Consultant or any Consultant employee utilized in the performance of the Subcontract is a candidate for federal, state or local political office or holds any such office, unless and until it has been approved by the General Counsel of SRNS or his/her designee.
- C. The whole and entire agreement of the parties is set forth in the Subcontract and the schedules executed pursuant thereto (which are hereby incorporated and made a part of the Subcontract as executed) and the parties are not bound by any agreements, understanding or conditions otherwise than as expressly set forth therein or in any schedule incorporated into the Subcontract.
- D. The terms of the Subcontract and of any of the schedule executed pursuant hereto and incorporated herein are to be read and interpreted, if possible, so that there is no conflict between them. To the extent there is such conflict, the terms of the applicable schedule will prevail.
- E. Neither the Subcontract nor any schedule incorporated therein may be changed or modified in any manner except by a writing mutually signed by the parties or their respective successors and permitted assigns.
- F. The Subcontract and all schedules incorporated therein will inure to the benefit of the parties and their respective successors and permitted assigns.
- G. In the event of an inconsistency between provisions of this Order, the inconsistency shall be resolved by giving precedence as follows:
 - (1) Order;
 - (2) These General Provisions;
 - (3) Statement of work; and
 - (4) Other provisions of this Order, whether incorporated by reference or otherwise.

- H. Wherever references are made in this Order to standards or codes in accordance with which the Work under this Order is to be performed, the edition or revision of the standards or codes current on the effective date of this Order shall apply unless otherwise expressly stated in the specifications and drawings. In case of conflict between any reference standards and codes and any Order Document, the latter shall govern.
- I. 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.
- J. The fees for Site required training classes will be absorbed by SRNS and the subcontractor's attendance time will be compensated for the initial attendance. If a subcontract employee does not successfully pass the course, the subcontractor's attendance time for a second pass and beyond will not be reimbursed; however, the class fees will continue to be absorbed by SRNS. The same scenario applies for substance abuse testing.

A.13 SOUTH CAROLINA TAX REQUIREMENTS FOR NON RESIDENTS

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

A.14 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.15 BADGING REQUIREMENTS

A. Photo Badge

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

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

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

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

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

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

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

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

Employee Training and Annual Refresher Training for Subcontract Employees". GET is available on-line and should be scheduled through the STR or End-user well in advance of the desired date in order to assure placement. GET and the exam are to be completed by the employee who is being badged and without the use or help from others, study materials, or notes. GET should be scheduled through the STR or End-user well in advance of the desired date in order to assure placement.

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

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

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

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

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

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

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

- Subcontractor/Supplier
Employee's Phone Number;
- (3) The Assigned Competent Person (ACP) (Subcontractor/Supplier or SRNS employee) shall perform Task Analysis of scope to be performed and identify any applicable contractual task specific checklist(s) from the Subcontractors/Suppliers accepted Worker Protection Plan or SRNS's Focused Observation Database if a WPP is not required by the terms of this Order.
 - (4) ACP shall provide advance copy of any task specific safety checklist(s) to personnel seeking temporary badges.
 - (5) Badge Office provides initial security briefing, issues registration card and obtains acknowledgement signature, issues "maroon" Visitors Badge for duration requested by STR/End User.
 - (6) ACP reviews any applicable checklist(s) and performs focused observations as directed by the STR/End User.
 - (7) Upon completion of scope, return badge to Badge Office upon exiting SRS.

C. Identity Verification.

- (1) In order to receive a photo or temporary badge for entry to SRS, Subcontractor/Supplier employees, except delivery personnel (see subparagraph (2) below), will be required to present two specific forms of identification from the "List of Acceptable Documents" (Department of Homeland Security Form I- 9, copy available on the SRNS Internet Home Page. At 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 electronic notification of the employee's name and reason(s) for such suspension or removal.

A.16 GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES

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

A. General Employee Training (GET)

- (1) The Subcontractor/Supplier shall inform his employees and the employees of his Subtier Subcontractors/Suppliers and agents that it is the policy of Savannah River Nuclear Solutions to adhere to the requirements contained in the DOE Order entitled "Personnel Selection, Qualification and Training Requirements," which requires any individual, employed either full or part-time at any DOE reactor or non-reactor facility to receive selected general training.
- (2) **Successful Completion Required**
Said employees, referred to in the remainder of this document as "individual", must successfully complete the training known as "General Employee Training" (GET) as offered by the SRS. GET is required for individuals who require badged access to the general site.. GET is Web Based (on-line).
- (3) **Successful Completion Defined:** Successful completion occurs when the individual
 - (i) Is given access to the on-line GET,
 - (ii) Completes the GET,
 - (iii) Obtains a test score of 80% or greater on the examination (100% is the highest obtainable score),
- (4) **Unsuccessful Completion Defined:** If the individual fails to complete successfully GET, the individual is given a failure notice and is to notify the Subcontract Technical Representative (STR)End/User. The

individual will be allowed several chances to successfully complete the GET. Multiple attempts are not allowed on the same day. Continued failure to successfully complete GET will result in resolution by the STR/End User.

(5) Access to GET

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

B. Consolidated Annual Training (CAT)

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

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

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

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

A.17 SECURITY EDUCATION REQUIREMENTS FOR SUBCONTRACTORS/SUPPLIERS

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

A. Subcontractor/Supplier Security Education Coordinator

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

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

will perform the activities discussed in this Supplement.

B. Company Roster

The SSEC will be responsible for providing the STR/End User with a roster of all subcontract personnel receiving a badge. At a minimum, the data shall include name, social security number, 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/End User will ensure that those subcontract employees receive a Comprehensive Briefing from SRNS.

E. Annual Refresher Briefing

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

F. Foreign Travel Briefing

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

G. Badge Retrieval at Termination

The Consultant 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. The Consultant shall ensure that any/all SRS-issued site security badges are returned to the Badge Office (703-46A) within 10 calendar days after badge expiration date (or subcontract/subcontractor employee termination date, whichever occurs first).

Failure to do so may result in withholding of invoice payments until such time that the badge(s) is returned.

H. Termination Briefing

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

A.18 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)

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

- A. The Subcontractor/Supplier ensures that access to UCNI is provided to only those individuals authorized for routing or special access (see DOE O 471.1B. Subcontractor/Supplier may provide access to material or data containing Unclassified Controlled Nuclear Information (UCNI) utilized in the performance of this Order only to employees who are citizens of the United States.
- B. The Subcontractor/Supplier ensures that matter identified as UCNI is protected in accordance with the instructions contained in DOE O 471.1B.

Any material or data containing UCNI which is stored on computer systems must be protected, and the protective measures and/or policies must be specified in a Computer Protection Plan approved by the SRNS Computer Security organization. Adherence to the Plan is required during the performance of this Order.

- C. Material or data containing UCNI shall be disposed of in a manner as described in DOE O 471.1B.

At a minimum, UCNI matter must be destroyed by using strip cut shredders that result in particles of no more than 1/4-inch wide strips. Documents containing UCNI may also be disposed of in the same manner that is authorized for Subcontractor/Supplier disposition of other classified material or data. If the above disposal methods are not available to the Supplier, the Subcontractor/Supplier may return the UCNI matter to the STR/End User for disposition, with the prior approval of the STR/End User.

- D. The Subcontractor/Supplier shall report to the SRNS Security Office or the SRNS Purchasing

Representative any incidents involving the unauthorized disclosure of UCNI.

- E. If performance of work under this Order results in the generation of unclassified documents that contain UCNI, the Subcontractor/Supplier shall have a sufficient number of trained UCNI review personnel to ensure the prompt and proper review of generated material or data to provide for the identification, marking, and proper handling of material or data determined to contain UCNI. The Subcontractors/Suppliers Reviewing Officials shall apply or authorize the application of UCNI markings to any unclassified matter that contains UCNI in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part C.
- F. If the Subcontractor/Supplier has a formally designated Classification Officer, the Classification Officer-
- (1) Serves as a Reviewing Official for information under his/her cognizance;
 - (2) Trains and designates other Reviewing Officials in his/her organization, subordinate organizations, and Subtier Subcontractors/Suppliers and maintains a current list of all Reviewing Officials; and
 - (3) May overrule UCNI determinations made by Reviewing Officials under his/her cognizance.
- G. If the Subcontractor/Supplier has no formally designated Classification Officer, the Subcontractor/Supplier submits a request for the designation of Reviewing Officials to the local Federal Classification Officer in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part B.

A.19 LIMITATION OF FUNDS

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

- A. Of the total price of the Subcontract, the sum of \$_____ is presently available for payment and allotted to the Subcontract. It is anticipated that additional funds will be allocated to the Agreement in accordance with the following schedule until the total price of the Subcontract is funded:
- B. The Consultant agrees to perform or have performed work on the Subcontract up to the point at which, if the Subcontract is terminated pursuant to the Termination For Convenience of SRNS article of the Subcontract, the total amount payable by SRNS (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of SRNS article would, in the exercise of

reasonable judgment by the Consultant, approximate the total amount at the time allotted to the Subcontract. The Consultant is not obligated to continue performance of the work beyond that point. SRNS is not obligated in any event to pay or reimburse the Consultant more than the amount from time to time allotted to the Agreement, anything to the contrary in the Termination For Convenience of SRNS article notwithstanding.

- C. (1) It is contemplated that funds presently allotted to the Subcontract will cover the work to be performed until_____.
- (2) If funds allotted are considered by the Consultant to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Consultant shall notify SRNS in writing when within the next 60 days the work will reach a point at which, if the Subcontract is terminated pursuant to the Termination For Convenience of SRNS article of the Subcontract, the total amount payable by SRNS (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of SRNS article will approximate 75 percent of the total amount then allotted to the Subcontract.
- (3) (i) The notice shall state the estimated date when the point referred to in subparagraph C.(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it.
- (ii) The Consultant shall, sixty days in advance of the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it, advise SRNS in writing as to the estimated amount of additional funds required for the timely performance of the Subcontract for a further period as may be specified in the Subcontract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in subdivision C.(3)(ii) of this clause, additional funds are not allotted by the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it, SRNS shall, upon the Consultant's written electronic request, terminate the Subcontract on that date or on the date set forth in the request, whichever is later, pursuant to the

Termination For Convenience of SRNS article.

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

A.20 RIGHT OF FIRST REFUSAL OF EMPLOYMENT

The scope of work described herein as currently being performed by 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 Consultant needs to hire additional employees beyond those already part of its existing work force as of the date of this Subcontract in order to satisfy the performance requirements set forth by the scope of work in this Subcontract, the Consultant 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 Subcontract, the Procurement Representative shall make available to the Consultant

a list of displaced employees with sufficient information to allow for contact. This requirement shall be included in the resultant Subcontract and be in effect from the date of award of the Subcontract.

A.21 COPYRIGHTS FOR SRNS DIRECTED TECHNICAL PERFORMANCE

This Article applies only if specifically so stated in this Subcontract.

Consultant shall cause its employee(s) to assign to SRNS all rights under the copyright in all works of authorship prepared at the direction of SRNS during the term of this Subcontract. Consultant 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 Consultant, Consultant agrees to assign and does hereby assign all of its rights under the copyrights in such works to SRNS or the U. S. Government.

A.22 RESERVED

A.23 CONSULTANT'S LIABILITY FOR FINES AND PENALTIES

- A. Consultant is liable to SRNS for fines and penalties assessed by any governmental entity against SRNS or DOE as a result of Consultant's failure to perform its work under the Subcontract in compliance with the requirements of the Subcontract.
- B. Consultant 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.24 FOREIGN NATIONALS

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

- A. The Subcontractor/Supplier shall obtain the approval of SRNS, in writing, electronically, prior to any visit to a DOE or SRNS facility by any Foreign National in connection with work being performed under this Order.. Visits are normally for the purpose of technical discussions, orientation, observation of projects or equipment, training, subcontract service work, including delivery of materials, or for courtesy

purposes. The term "access" also includes officially sponsored attendance at a DOE or SRNS event off-site from the DOE/SRNS facility, but does not include off-site events and activities open to the general public. Subcontractors/Suppliers should be aware that required forms and documents necessary for approval of visits by Foreign Nationals should be submitted to the SRNS Procurement Representative at least four (4) to six (6) weeks prior to the visit.. Forms can be obtained from the SRNS Procurement Representative.

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

A.25 PAYMENT BY ELECTRONIC FUNDS TRANSFER

- A. Methods of Payment.
 - (1) All payments by SRNS under this Subcontract shall be made by Electronic Funds Transfer (EFT) except as provided in paragraph A.2 of this 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, Consultant 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 Consultant's EFT Information.
 Consultant is required to provide SRNS with the information required to make payment by EFT. Consultant shall provide this information directly to the office designated in this Subcontract, on forms provided by SRNS, no later than 15 days after award. If not otherwise specified in this Subcontract, the payment office is the designated office for receipt of Consultant's EFT information. In the event that the EFT information changes, Consultant shall be responsible for providing the updated information to the designated office.
- C. Mechanisms for EFT Payment.
 SRNS may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System.
- D. Suspension of Payment.
 - (1) SRNS is not required to make any payment under this Subcontract until after receipt, by the designated office, of the correct EFT payment information from Consultant. Until receipt of the correct EFT information, any invoice or subcontract financing request shall be determined to be an incorrect invoice for the purpose of payment under this Subcontract.
 - (2) If the EFT information changes after submission of correct EFT information, SRNS shall begin using the changed EFT information no later than 30 days after its receipt by the designated office. However, Consultant 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 Consultant's invoice is due; SRNS will issue instructions to its bank to transfer payment to Consultant, and will also send a FAX to Consultant explaining the details to support the payment. Consultant shall issue electronically all invoices directly to Accounts Payable via the SRNS-ACCTSPAY@srs.gov email account. Subcontractor/Supplier shall include banking information on each invoice submitted to facilitate proper EFT. The Subcontractor/Supplier shall include on the invoice the Subcontractor/Supplier name; invoice date; subcontract/purchase order number;

vendor invoice number, account number, and/or any other identifying number agreed to by subcontract; description (including, for example, subcontract line/subline number), unit price and quantity of goods and services rendered per specific line item and line item sub-total cost; subcontract name (where practicable), title and telephone number; other substantiating documentation or information required by the subcontract. If there are invoice discrepancies, SRNS will relay to the subcontractor/supplier the deficiencies in their invoice within ten (10) days of receipt of the invoice. The invoice will not be acted upon. Receipt of a corrected invoice will re-initiate the aging of the invoice for payment purposes.

- F. Liability for Uncompleted or Erroneous Transfers.
 - (1) If an uncompleted or erroneous transfer occurs because SRNS used the Consultant'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 Consultant's EFT information was incorrect, or was revised within 30 days of SRNS release of the EFT payment transaction instructions to the bank, and --
 - (i) If the funds are no longer under the control of the payment office, SRNS is considered to have made payment and the Consultant 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.
- G. Overpayments. If Consultant becomes aware of a duplicate invoice payment or that SRNS has otherwise overpaid on an invoice payment, the Consultant shall immediately notify SRNS and request instructions for disposition of the overpayment.

A.26 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.27 SCIENTIFIC AND TECHNICAL INFORMATION

- A. Written electronic submissions of technical reports will consist of two virus-free copies that are readable in the following formats:
- 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).
 - Embedded objects and files that are linked to a document must be supplied as well, as follows:
 - Raster images (for example, photographs) will be submitted as TIFF or EPS @ resolution>100 dpi.
 - Vector art (for example, line art) will be submitted as EPS images.
 - Data-driven displays (e.g., spreadsheet charts) must be accompanied by data set used to generate them.

A.28 COMPLIANCE

- A. Consultant shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations, including new provisions of 10 CFR 851 relating to Health and Safety. Compliance shall be a material requirement of this Subcontract. Except as otherwise directed by SRNS, Consultant 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 – H applies to Staff Augmentation Services)
- E. 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
- F. 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.
- G. The Subcontractor/Supplier employees shall take all reasonable precautions in the performance of work under this subcontract to protect the environment, safety and health of themselves, site employees and members of the public. SRNS procedures provide authority to call a time-out/stop work when unsafe conditions are observed and/or employee actions are likely to cause injury to them, other personnel, or cause damage to SRS property or the environment. Subcontractor/Supplier shall ensure that its employees are aware of this authority and understand they have the same authority as SRNS employees to call a timeout/ stop work while working at SRS. SRNS purchasing representative shall notify the Subcontractor/Supplier in writing of any noncompliance with the provisions of this article and corrective action to be taken.

- H. 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 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.
- I. Medical results will be provided to the staff augmentation employees.
- J. The on-site Medical Surveillance program will be provided by SRNS Medical, or 3rd party designee, based on the work scope hazards. The Subcontractor's/Supplier's corporate occupational medicine program must be in compliance with all other 10 CFR 851 requirements.
- K. Site Reporting Requirements
- L. The Subcontractor/Supplier (staff augmentation) personnel shall immediately notify the STR/End User or the SRNS Procurement Representative of any event or condition that may require reporting to DOE. Further, the Subcontractor/Supplier shall cooperate with any SRNS or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 and can include, but not limited to:
- (1) Operational emergencies,
 - (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
 - (3) Any on-the-job injury where a Subcontractor/Supplier-employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately,
 - (4) Any violation of Lockout/Tag out controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury,
 - (5) Fires/explosions,
 - (6) Hazardous energy control failures,
 - (7) Operations shutdown directed by management for safety reasons,
 - (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
 - (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations,
 - (10) Loss damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),
 - (11) Spread of radioactive contamination or loss of control of radioactive materials,
 - (12) Personnel radioactive contamination's or exposures, and
 - (13) Violations of procedures.
- M. Immediate notification is required of such events to ensure SRNS meets its commitment for 30 minute notification to appropriate DOE authorities. The Subcontractor/Supplier employee shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. The Subcontractor's/Supplier's employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this subcontract.
- N. 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.29 ACCESS TO DOE-OWNED OR LEASED FACILITIES**
(Article applies if Consultant will require physical access to DOE-owned or leased facilities)
- A. The performance of this Subcontract requires that the Consultant have physical access to DOE-owned or leased facilities.

The Consultant understands and agrees that DOE has a prescribed process with which the Consultant and its employees must comply in order to receive a security badge that allows such physical access. The Consultant shall propose employees whose background offers the best prospect of obtaining a security badge approval for access. This clause does not control requirements for Consultant or an employee obtaining a security clearance.

- B. The Consultant shall assure:
 - a. Compliance with procedures established by DOE and SRNS in providing any forms directed by DOE or SRNS;
 - b. Proper completion of any forms;
 - c. Submission of the forms to the person designated by the SRNS Procurement Representative;
 - d. Cooperation with DOE and SRNS officials responsible for granting access to DOE-owned or leased facilities; and
 - e. The provision of additional information requested by those DOE/SRNS officials.
- C. The Consultant understands and agrees that DOE may unilaterally deny the issuance of a security badge to the Consultant or an employee and that the denial remains effective 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 Consultant shall promptly identify and submit the appropriate forms for the substitute employee, if needed in the performance of the work under this subcontract. The denial of a security badge to the Consultant or individual employees by DOE shall not be cause for extension of the period of performance of this Subcontract or any Consultant claim against DOE or SRNS.
- D. The Consultant 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 Consultant's employee(s) upon:
 - a. Termination of this Subcontract;
 - b. Expiration of this Subcontract;
 - c. Termination of employment on this Subcontract by an individual employee; or

- d. Demand by DOE/SRNS for return of the badge

- E. The Consultant shall include this clause, including this paragraph E. in any Lower-tier Order or 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.30 SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE

- A. "Contract" means this Subcontract or Order (except in instances when it is not applicable or appropriate), and includes changes and modifications to this Subcontract.
- B. "Contractor" means the party to whom this Subcontract or Order is awarded (except in instances when it is not applicable or appropriate).
- C. "Government" means SRNS (except in instances when it is not applicable or appropriate).
- D. "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 Subcontract or Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRNS will make their full text available.

***A.31 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)**

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

FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)

***A.33 RIGHTS IN DATA - ALTERNATE II (JUN 1987)**

FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)

***A.34 ADDITIONAL DATA REQUIREMENTS (JUN 1987)**

FAR 52.227-16

***A.35 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995)**

DEAR 952.227-11

(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. Peard orders and purchase orders equal to or less than the micro-purchase threshold are exempt from this requirement.)

A.36. ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)

DEAR 952.209-72

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

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

by or has the power to control another or when a third party has the power to control both.

(1) Use of Subcontractor’s Work Product.

(i) The subcontractor shall be ineligible to participate in any capacity in SRNS, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the subcontractor’s performance of work under this subcontract for a period of (Subcontractor/Supplier see Request for Proposal/Request for Quote article and reference DEAR 909.507–2) years after the completion of this subcontract. Furthermore, unless so directed in writing by the Procurement Representative ,

the subcontractor shall not perform any advisory and assistance services, or all other services and materials, work under

this subcontract on any of its products or services or the products or services of another firm if the subcontractor is or has been substantially involved in their development or marketing.

Nothing in this subparagraph shall preclude the subcontractor from competing for follow-on subcontracts for advisory and assistance services or all other services and materials.

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

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

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

public;

(B) compete for work for SRNS

based on such information for a period of six

(6) months after either the completion of

this subcontract or until such information is released

or otherwise made available to the

public, whichever is first;

(C) submit an unsolicited proposal to SRNS which is

based on such information

until one year after such information is

released or otherwise made available to the

public; and

(D) release such information unless such

information has previously been released or

otherwise made available to the public by

SRNS.

(ii) In addition, the subcontractor agrees that

to the extent it receives or is given access to

proprietary data, data protected by the Privacy

Act of 1974 (5 U.S.C. 552a), or other confidential

or privileged technical, business, or

financial information under this subcontract, it

shall treat such information in accordance

with any restrictions imposed on such information.

(iii) The subcontractor may use technical data

it first produces under this subcontract for its

private purposes consistent with paragraphs

(b)(2)(i) (A) and (D) of this clause and the

patent, rights in data, and security provisions

of this subcontract.

(c) Disclosure after award. (1) The subcontractor

agrees that, if changes, including additions,

to the facts disclosed by it prior to

award of this subcontract, occur during the

performance

of this subcontract, it shall make an

immediate and full disclosure of such

changes in writing to the Procurement

Representative.

Such disclosure may include a description of

any action which the subcontractor has taken

or proposes to take to avoid, neutralize, or

mitigate any resulting conflict of interest.

SRNS may, however, terminate

the subcontract for convenience if it deems such

termination to be in the best interest of

SRNS.

(2) In the event that the subcontractor was

aware of facts required to be disclosed or the

existence of an actual or potential organizational

conflict of interest and did not disclose

such facts or such conflict of interest

to the Procurement Representative, SRNS may

terminate this contract for default.

(d) Remedies. For breach of any of the

above restrictions or for nondisclosure or

misrepresentation of any facts required to be

disclosed concerning this subcontract, including

the existence of an actual or potential organizational

conflict of interest at the time of

or after award, the Procurement Representative may

terminate

the subcontract for default, disqualify the

subcontractor from subsequent related contractual

efforts, and pursue such other remedies

as may be permitted by law or this subcontract.

(e) Waiver. Requests for waiver under this

clause shall be directed in writing to the

Procurement Representative and shall include a full

description of the requested waiver and the

reasons in support thereof. If it is determined

to be in the best interests of SRNS,

the Procurement Representative may grant

such a waiver in writing.

(End of clause)

ALTERNATE I: In accordance with 909.507-2 and

970.0905, include the following alternate

in the specified types of subcontracts.

(f) Subcontracts. (1) The Procurement Representative

subcontractor shall

include a clause, substantially similar to

this clause, including this paragraph (f), in

subcontracts in

accordance with FAR part 13 and involving

the performance of advisory and assistance

services as that term is defined at FAR

37.201. The terms "subcontract," "subcontractor,"

and "Procurement Representative" shall be

appropriately modified to preserve SRNS' rights.

(2) Prior to the award under this subcontract

for advisory and assistance

services or all other service and material

subcontracts, the Procurement Representative shall

obtain

from the proposed subcontractor or consultant

the disclosure required by DEAR 909.507-

1, and shall determine in writing whether the

interests disclosed present an actual or significant

potential for an organizational conflict

of interest. Where an actual or significant

potential organizational conflict of interest

is identified, the subcontractor shall take

actions to avoid, neutralize, or mitigate the

organizational conflict to the satisfaction of

the Procurement Representative. If the conflict

cannot be avoided or neutralized, the Procurement

Representative must obtain the approval of the DOE

contracting officer prior to entering into the

subcontract.

***A.37 CONVICT LABOR (JUN 2003)**

FAR 52.222-3

***A.38 PREFERENCE FOR U.S. - FLAG AIR CARRIERS (APR 1984)**

FAR 52.247-63

Note: Applies if the amount of the Subcontract exceeds \$25,000.

***A.39 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)**

FAR 52.209-6

***.40 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)**

FAR 52.203-12

Note: (Applies if the amount of the Subcontract exceeds \$100,000.)

***A.41 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.42 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2000)**

FAR 52.225-13

***A.43 ACCOUNTS, RECORDS AND INSPECTIONS (DEC 2000) DEVIATION**
Acquisition Letter 2005-04, 11/02/2004

DEAR 970.5232-3

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.44 CLASSIFICATION/ DECLASSIFICATION (SEP 1997)**

DEAR 952.204-70

Note: Applies if the Subcontract involves access to classified matter.

***A.45 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT(AUG 2002)**

DEAR 970.5227-5

Note: Applies if the amount of the Subcontract exceeds \$100,000.

***A.46 AUTHORIZATION AND CONSENT (JUL 1995)**

FAR 52.227-1

Note: Applies if the amount of the Subcontract exceeds \$100,000.

***A.47 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)**

FAR 52.204-9

***A.48 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS**

FAR 52.223-2

***A.49 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS**

FAR 52.223-15

***A.50 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS**

FAR 52.223-16

***A.51 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS**

FAR 52.223-17

***A.52 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS**

FAR 52.223-19

***A.53 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS**

FAR 52.203-17

***A.54 PROHIBITION OF SEGREGATED FACILITIES**

FAR 52.222-21

***A.55 EQUAL OPPORTUNITY**

FAR 52.222-26

Note: Applies if Consultant requires routine access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

A.56 CHANGES

The Company reserves the right to make changes within the general scope of this Agreement/Subcontract by issuance of a unilateral Change Order, or by a bilateral modification to this Agreement/Subcontract. Such changes may include, without limitation, changes in (1) the description of the items; (2) the quantities of items ordered; (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection, and/or acceptance. The Seller shall promptly comply with any such change made by the Company. If any change affects the cost of or the time required for performance, an equitable adjustment to the price and/or delivery requirements and other affected provisions of the Agreement/Subcontract shall be made by the parties in a bilateral modification to this Agreement/Subcontract. 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/Supplier's first knowledge of the change, or Subcontractor/Supplier's right to assert such request for equitable adjustment shall be waived.

A.57 WAIVER OF BENEFITS

(STAFF AUGMENTATION SUBCONTRACTS ONLY)

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

A.58 SUBCONTRACTING

- A. When the use of a Subtier Subcontractors/Suppliers is determined to be necessary, the Prime Subcontractor/Supplier is responsible to flow down those Technical and Quality requirements determined to be applicable for the activities within its defined scope of work, in accordance with referenced Codes/Standards/Material Specifications, or other requirements identified within the procurement documents included with this Order/Subcontract package. The Prime Subcontractor/Supplier is furthermore responsible to flow down all commercial Terms and Conditions, including articles incorporated by reference, to all Subtier Subcontractors/Suppliers, which includes verification that the Subtier Subcontractors/Suppliers have been appropriately qualified to perform the activities required to satisfy this procurement. The Prime Subcontractor/Supplier must maintain objective evidence of the successful flow down of the referenced requirements and provide such evidence to SRNS upon request. This flow down is also required at all levels if the Subtier Subcontractor/Supplier to the Prime Subcontractor/Supplier deems it necessary to subcontract further its parts of this SRNS contract.
- B. When NQA-1 is invoked as the governing quality standard, the Prime Subcontractor/Supplier and applicable Subtier Subcontractors/Supplier shall be required to meet the Part 1 Requirements (Sections 100 through 900, as determined to be applicable) in the Procurement document. NQA-1 Part II will be invoked at the discretion of SRNS and will be detailed via the procurement documents, and if invoked, must be flowed down from the Prime Subcontractor/Supplier to its applicable Subtier Subcontractors/Suppliers at all levels. If the Prime Subcontractor/Supplier or its Subtier Subcontractors/Suppliers intends to upgrade materials by way of a Commercial Grade Dedication Process, SRNS must be notified of this intent and the Subcontractor's/Supplier's process verified and approved prior to dedicating any material associated with an SRNS procurement.
- C. The SRNS Procurement Representative is to be notified in writing, within five working days of any changes within your company as identified below:

- (1) Key quality personnel to include as a minimum:
 - (i) Quality Assurance/Quality Control Manager
 - (ii) Assistant Quality Assurance/Quality Control Manager
 - (iii) Other critical Quality Assurance/ Quality Control personnel
- (2) Quality Assurance Program Revisions
- (3) Company ownership transfers/buy-outs, and
- (4) All identified Nonconformance or Corrective Action Reports associated with SRNS contracts including those issued concerning Subtier Subcontractors/Suppliers.

A.59 RESERVED

A.60 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.61 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REGULATION

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

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

This rating must be passed on to Subtier Subcontractors/Suppliers in all cases to ensure delivery of the items required. The Subcontract is

rated DO-E1 for Construction or DO-E2 for Operations. Reference. FAR 52.211-15.

A.62 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.63 DOE O 442.2 – DIFFERING PROFESSIONAL OPINIONS FOR TECHNICAL ISSUES INVOLVING ENVIRONMENT, SAFETY AND HEALTH

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

- (1) Ensure that all Subcontractor/Supplier and any Subtier Subcontractor/ Supplier employees are notified quarterly that they have the right to report environment, safety and health technical concerns that have not been resolved through routine work processes through the Department of Energy Differing Professional Opinion (DPO) process (the DOE DPO process can be found in Attachment 2 to DOE O 442.2 and at <http://www.hss.doe.gov/nuclearsafety/qa/dpo.html>). The notification must provide points of contact (name, phone number and email addresses of DPO Managers) as listed on the DOE DPO web page, as well as the DOE DPO web page address.
- (2) Protect Subcontractor/Supplier and any Subtier Subcontractor/ Supplier employees from reprisal or retaliation for reporting a DPO.
- (3) Provide Subcontractor/Supplier and any Subtier Subcontractor/ Supplier employees' reasonable time and resources to use the DPO Process.
- (4) Assist DOE as requested in the resolution of the DPO.
- (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.64 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.65 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.66 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.67 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.

***A.68 STOP WORK (AUG 1989)**
FAR 52.242-15

A.70 DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011)

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

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

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

A.71 ENSURING ADEQUATE COVID SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (Deviation)

FAR 52.223-99

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

(a) Definition. As used in this clause -
United States or its outlying areas means—

- (1) The fifty States;

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

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

(c) *Compliance.* The subcontractor/supplier shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this subcontract, for subcontractor/supplier workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>. By acknowledgement of this subcontract, the Subcontractor is certifying they that they will be in compliance with the Task Force Guidance and are flowing down this Task Force Guidance to their sub tiers. The Subcontractor/Supplier must maintain objective evidence of the successful flow down of the referenced requirements and provide such evidence to SRNS upon request. This flow down is also required at all levels if the Subtier Subcontractor/Supplier to the Prime Subcontractor/Supplier deems it necessary to subcontract further its parts of this SRNS subcontract.

(d) In addition to FAR 52.223-99:

1. Subcontractors performing onsite work at SRNS must be fully vaccinated before being allowed on site, to include the badging process, by November 30, 2021, or by the subcontract period of performance start date and may be required to show proof of vaccination upon request.
2. For those subcontractors/suppliers requiring site access that are requesting an exemption, submit the request to COVID.Exemptions@srs.gov for medical exemptions and/or to HRPolicy@srs.gov for religious exemption considerations at the time of solicitation. Exemption forms are available at SCM external web page located at **[SRS - SRNS General Provisions and Related Documents](#)**. The requests for Subcontractor employees requesting exemptions will require SRNS

approval or concurrence if their work is performed on site.

A.72 ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014)

DEAR 970.5204-3

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

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

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

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

Record Type	Records Appropriate for Inclusion	Method of Storage
Subcontractor work related medical records (ref. DOE-33)	<p>A. Name, SSN/Employee ID</p> <p>B. Medical History on Subcontractor Employees-MSP evaluation results prior to working at SRS</p> <p>C. MSP evaluation</p>	EDWS

	<p>results while working at SRS (based upon hazard assessment)</p> <p>D. Medical monitoring results as result of unplanned exposure events</p> <p>E. Subcontractor employee-completed health questionnaires not resulting from medical examination (e.g., Investigation)</p>	
Subcontractor occupational monitoring records associated with chemical, biological, and physical hazards	<p>A. Name, Employee ID</p> <p>B. IH Monitoring results, Laboratory Analysis with associated calibration data relevant to instruments used to collect and analyze sampling data</p>	EDWS

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

34) and Personnel Radiation Exposure Records (DOE-35).

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

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

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

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

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

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

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

(c) Subcontract completion or termination. Upon subcontract completion or termination, the subcontractor/supplier shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor subcontractor/supplier, its designee, or other destinations, as directed by SRNS. Upon the request of the SRNS and/or Government, the subcontractor/supplier shall provide either the original subcontractor-owned records or copies of the records identified in paragraph (b) of this clause, to SRNS or its designees, including, but not limited to, DOE or a successor contractor to SRNS. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be

protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the Subcontractor/Supplier chooses to provide its original subcontractor-owned records to the Government or its designee, the Subcontractor/Supplier shall retain future rights to access and copy such records as needed.

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

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

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

SECTION B

***B.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 used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

C. Wage Rates

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

D. Publication

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

E. Registration requirements

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

F. Utilization of Small Business

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

G. American Recovery and Reinvestment Act—Reporting Requirements

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

- FAR 52.225-21 Required Use of American Iron, Steel, and Manufactured Goods—Buy American Act—Construction Materials (Mar 2009)
- FAR 52.225-22 Notice of Required use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials (Mar 2009)
- FAR 52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials under Trade Agreement (Mar 2009)
- FAR 52.225-24 Notice of Required use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials under Trade Agreement (Mar 2009)
- FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)

- FAR 52.204-11 American Recovery and Reinvestment Act— Reporting Requirements (Mar 2009)
- FAR 52.212-5 (Alternate II) Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items (Mar 2009)
- FAR 52.214-26 (Alternate I) Audit and Records— Sealed Bidding (Mar 2009)
- FAR 52.215-2 (Alternate I) Audit and Records— Negotiation (Mar 2009)
- B. All other terms and conditions remain unchanged

B.2 SECURITY REQUIREMENTS

DEAR 952.204-2

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

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

termination of the Subcontract, the Subcontractor/Supplier shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the DOE Contracting Officer, the security provisions of the Subcontract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the Subcontract.

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

Information, as amended, or any predecessor Order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

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

appropriate.

- a. Subcontractor/Supplier reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).
- b. In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Subcontractor/Supplier must comply with all applicable laws, regulations, and Executive Orders, including those: (a) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (b) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.
- c. In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug (SRNS provide to provide this testing), as defined in 10 CFR Part 707.4. All positions requiring access authorizations are determined to be *testing designated positions* in accordance with 10 CFR Part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

- d. When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Subcontractor/Supplier shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.
- e. The Subcontractor/Supplier must furnish to the head of the cognizant local DOE Security Office, in writing, electronically, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization:
 - i. The date(s) each Review was conducted;
 - ii. Each entity that provided information concerning the individual;
 - iii. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;
 - iv. A certification that all information collected during the review was reviewed and evaluated in accordance with the Subcontractor's/Supplier's personnel policies; and

- v. The results of the test for illegal drugs (SRNS to provide this testing).
 - 1. **Criminal liability.** It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Subcontractor/Supplier or any person under the Subcontractor's/Supplier's control in connection with work under this Subcontract, may subject the Subcontractor/Supplier, its agents, employees, or Subcontractors/Suppliers to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).
- J. **Foreign Ownership, Control, or Influence.**
 - (1) The Subcontractor/Supplier shall immediately provide the cognizant security office written electronic notice of any change in the extent and nature of foreign ownership, control or influence over the Subcontractor/Supplier which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this Subcontract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.
- K. If a Subcontractor/Supplier has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Subcontractor/Supplier to avoid or mitigate foreign influences.
- L. If the cognizant security office at any time determines that the Subcontractor/Supplier is, or is potentially, subject to foreign ownership, control, or influence, the Subcontractor/Supplier shall comply with such instructions as the DOE Contracting Officer shall provide in writing, electronically, to protect any classified information or special nuclear material.
- M. The DOE Contracting Officer may terminate this Subcontract for default either if the Subcontractor/Supplier fails to meet obligations imposed by this clause or if the Subcontractor/Supplier creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The DOE Contracting Officer may terminate this Subcontract for convenience if the Subcontractor/Supplier becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the Subcontract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.
- N. **Employment announcements.** When placing announcements seeking applicants for positions requiring access authorizations, the Subcontractor/Supplier shall include in the written electronic vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.
- O. Flow down to any Subcontractor/Supplier at any tier. The Subcontractor/Supplier agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all Subcontracts under its Subcontract that will require any

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

P. (End of Clause)

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

SECTION C.

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

C.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/AcqGuide23pt0Rev1.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.

C.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>.