SRNS-MS-2008-00016
Revision 26
December 29, 2021

GENERAL PROVISIONS
FOR THE SALE OF GOVERNMENT PROPERTY
UNDER
U. S. DEPARTMENT OF ENERGY PRIME
CONTRACT NO. DE-AC09-08SR22470

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

TABLE OF CONTENTS

* 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)

<table>
<thead>
<tr>
<th>Articles</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DEFINITIONS .................................................. 1</td>
<td></td>
</tr>
<tr>
<td>2. INSPECTION .................................................... 2</td>
<td></td>
</tr>
<tr>
<td>3. CONDITION AND LOCATION OF PROPERTY .......... 2</td>
<td></td>
</tr>
<tr>
<td>4. CONSIDERATION OF BIDS .................................... 2</td>
<td></td>
</tr>
<tr>
<td>5. FORMS OF BID DEPOSITS AND PAYMENTS .......... 2</td>
<td></td>
</tr>
<tr>
<td>6. BID PRICE DETERMINATION ............................... 3</td>
<td></td>
</tr>
<tr>
<td>7. CHANGES, EXTRAS AND SUBSTITUTIONS .............. 3</td>
<td></td>
</tr>
<tr>
<td>8. PAYMENT ....................................................... 3</td>
<td></td>
</tr>
<tr>
<td>9. TITLE ............................................................ 3</td>
<td></td>
</tr>
<tr>
<td>10. DELIVERY, LOADING, AND REMOVAL OF PROPERTY. 4</td>
<td></td>
</tr>
<tr>
<td>11. DEFAULT ...................................................... 4</td>
<td></td>
</tr>
<tr>
<td>12. SETOFF OF REFUNDS ....................................... 5</td>
<td></td>
</tr>
<tr>
<td>13. INTEREST ...................................................... 5</td>
<td></td>
</tr>
<tr>
<td>14. ADJUSTMENT FOR VARIATION IN ....................... 5</td>
<td></td>
</tr>
<tr>
<td>15. WEIGHTING, SWITCHING, AND SPOTTING ............ 5</td>
<td></td>
</tr>
<tr>
<td>16. RISK OF LOSS ................................................ 5</td>
<td></td>
</tr>
<tr>
<td>17. LIMITATION ON LIABILITY ............................... 5</td>
<td></td>
</tr>
<tr>
<td>18. ORAL STATEMENTS AND MODIFICATIONS .......... 6</td>
<td></td>
</tr>
<tr>
<td>19. COVENANT AGAINST CONTINGENT FEES .......... 6</td>
<td></td>
</tr>
<tr>
<td>20. OFFICIALS NOT TO BENEFIT ............................. 6</td>
<td></td>
</tr>
<tr>
<td>21. CERTIFICATION OF INDEPENDENT ................... 6</td>
<td></td>
</tr>
<tr>
<td>22. ASSIGNMENTS OF AGREEMENTS ..................... 6</td>
<td></td>
</tr>
<tr>
<td>23. CLAIMS LIABILITY .......................................... 6</td>
<td></td>
</tr>
<tr>
<td>24. WITHDRAWAL OF PROPERTY AFTER AWARD .......... 7</td>
<td></td>
</tr>
<tr>
<td>25. BIDDER’S WARRANTY OF CAPACITY .............. 7</td>
<td></td>
</tr>
<tr>
<td>26. TIE-IN AND ALL OR-NONE BIDS ..................... 7</td>
<td></td>
</tr>
<tr>
<td>27. STORAGE CHARGES/LATE REMOVAL .............. 7</td>
<td></td>
</tr>
<tr>
<td>28. GUARANTEED DESCRIPTIONS .......................... 7</td>
<td></td>
</tr>
<tr>
<td>29. DEMURRAGE AND OTHER STANDBY COSTS ....... 9</td>
<td></td>
</tr>
<tr>
<td>30. RADIOACTIVE MATERIAL .............................. 9</td>
<td></td>
</tr>
<tr>
<td>31. FORM OF BID DEPOSITS AND PAYMENTS .......... 9</td>
<td></td>
</tr>
<tr>
<td>32. REPRESENTATION OF NONCOLLUSION ............... 9</td>
<td></td>
</tr>
<tr>
<td>33. DISPOSAL ..................................................... 9</td>
<td></td>
</tr>
<tr>
<td>34. TERM ........................................................ 10</td>
<td></td>
</tr>
<tr>
<td>35. RIGHT TO TERMINATE ................................. 10</td>
<td></td>
</tr>
<tr>
<td>36. PURCHASER ............................................... 10</td>
<td></td>
</tr>
<tr>
<td>37. LOADING AND TRANSPORTATION OF WASTE PRODUCTS .......................... 11</td>
<td></td>
</tr>
<tr>
<td>38. SRNS's RIGHTS OF INSPECTION ................... 11</td>
<td></td>
</tr>
<tr>
<td>39. INDEPENDENT CONTRACTOR .......................... 11</td>
<td></td>
</tr>
<tr>
<td>40. SPECIAL SEALED BID .................................. 11</td>
<td></td>
</tr>
<tr>
<td>41. EXPORT CONTROL .................................. 12</td>
<td></td>
</tr>
<tr>
<td>42. PROLIFERATION SENSITIVE PROPERTY .......... 12</td>
<td></td>
</tr>
<tr>
<td>43. ACKNOWLEDGMENT ...................................... 12</td>
<td></td>
</tr>
<tr>
<td>44. SUSPENSE . .................................................. 12</td>
<td></td>
</tr>
<tr>
<td>45. WORKPLACE SUBSTANCE ABUSE PROGRAMS .... 13</td>
<td></td>
</tr>
<tr>
<td>46. BADGEING REQUIREMENTS .......................... 15</td>
<td></td>
</tr>
<tr>
<td>47. ACCESS TO DOE-OWNED OR LEASED FACILITIES .. 16</td>
<td></td>
</tr>
<tr>
<td>48. GENERAL ..................................................... 17</td>
<td></td>
</tr>
<tr>
<td>49. SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE 17</td>
<td></td>
</tr>
<tr>
<td>50. EQUAL OPPORTUNITY (APR 2002) .................. 18</td>
<td></td>
</tr>
<tr>
<td>51. SECURITY REQUIREMENTS (JUNE 2009) ....... 18</td>
<td></td>
</tr>
<tr>
<td>52. DOE O 442.2 – DIFFERING PROFESSIONAL OPINIONS FOR TECHNICAL ISSUES INVOLVING ENVIRONMENT, SAFETY AND HEALTH .......... 22</td>
<td></td>
</tr>
<tr>
<td>53. BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (REFERENCE FAR 52.204-21 JUN 2016) .......... 22</td>
<td></td>
</tr>
<tr>
<td>54. PROHIBITION OF SEGREGATED FACILITIES ....... 23</td>
<td></td>
</tr>
<tr>
<td>55. CONTRACTOR REQUIREMENTS DOCUMENT DOE O 221.1B, REPORTING FRAUD, WASTE AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL 23</td>
<td></td>
</tr>
<tr>
<td>56. CONTRACTOR REQUIREMENTS DOCUMENT DOE O 221.2A, COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL .......... 25</td>
<td></td>
</tr>
<tr>
<td>57. DOE O 486.1A, FOREIGN GOVERNMENT SPONSORED OR AFFILIATED ACTIVITIES .......... 25</td>
<td></td>
</tr>
<tr>
<td>58. STOP WORK (AUG 1989) ................................ 26</td>
<td></td>
</tr>
<tr>
<td>59. DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011) .......... 26</td>
<td></td>
</tr>
<tr>
<td>60. ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) .......... 26</td>
<td></td>
</tr>
<tr>
<td>61. RESERVED .................................................. 28</td>
<td></td>
</tr>
<tr>
<td>62. ACCESS TO AND OWNERSHIP OF RECORDS  (OCT 2014) ............... 28</td>
<td></td>
</tr>
</tbody>
</table>

1. DEFINITIONS

As used herein, the following terms shall have the meaning set forth below:

A. Small Business - A small business concern for the purpose of the sale of Government-owned property, other than timber, is a concern, including its affiliates, which is independently owned and operated, is not dominant in its field of operation, and can further qualify under the following small business classification criteria:
(1) **Manufacturers** - Any concern which is primarily engaged in manufacturing is small if its number of employees does not exceed 500 persons: PROVIDED, HOWEVER, That a concern primarily engaged in SIC Industry 2911, Petroleum Refining, is small if its number of employees does not exceed 1000 persons and it does not have more than 30,000 barrels-per day crude-oil capacity from owned or leased facilities.

(2) **Other Than Manufacturer** - Any concern that is primarily not a manufacturer (except as specified in subparagraph (3) of this paragraph) is small if its annual sales or annual receipts for its preceding 3 fiscal years do not exceed $5 million.

(3) **Purchasers**. Any concern primarily engaged in the purchase of materials that are not domestic products. Purchaser is considered small if its average annual sales or annual receipts for its preceding 3 fiscal years do not exceed $25 million.

2. **INSPECTION**

   The Bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Property will be available for inspection at the places and times specified in the Invitation.

   **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.

3. **CONDITION AND LOCATION OF PROPERTY**

   Unless otherwise specifically provided in the Invitation, all property listed therein is offered for sale "as is" and "where is". The description of the property is based on the best information available to SRNS. However, unless otherwise specifically provided in the Invitation, SRNS makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose and except as provided in Conditions No. 13 and 15 or other special conditions of the Invitation, no request for adjustment in price or for rescission of the sale with be considered. This is not a sale by sample.

4. **CONSIDERATION OF BIDS**

   A. Telegraphic or telephonic bids will not be considered.

   B. The Bidder agrees that his bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening of bids (90 calendar days if no period be specified by SRNS or by the Bidder, but not less than 10 calendar days in any case) and that during such period his bid will remain firm and irrevocable. SRNS reserves the right to reject any or all bids, including bids under which a Bidder could take unfair advantage of SRNS or other Bidders, to waive any technical defects in bids, and unless otherwise specified by SRNS or by the Bidder, to accept any one item or group of items in the bid, as may be in the best interest of SRNS. Unless otherwise provided in the invitation, bids may be submitted on any or all items. However, unless the Invitation otherwise provides, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that item.

5. **FORMS OF BID DEPOSITS AND PAYMENTS**

   Unless otherwise provided in the Invitation, bid deposits (when required by the Invitation) and payments shall be in U. S. currency or any form of credit instrument other than promissory note, made payable on demand in U. S. currency: Provided, that uncertified personal or business checks must be first party instruments: PROVIDED FURTHER, That if in connection with any prior sale, the Bidder, Purchase tendered an uncertified personal or business check which was not paid by the drawee for any reason and the bidder, purchase, and the Drawer of the check were so notified in writing by the selling agency, uncertified personal or business checks will not be an acceptable form of bid deposit or payment. Bids submitted after the effective date specified in the written notification referred to which are not accompanied by the proper bid deposit (other than an uncertified personal or business check) will be summarily rejected.
6. **BID PRICE DETERMINATION**
   A. When bids are solicited on a unit price basis, Bidders will insert their unit prices and total prices in the space provided for each item.
   B. In the event the Bidder inserts a total price on the item but fails to insert a unit price, SRNS will determine the unit price by dividing the total price by the quantity of the items set out in the Invitation. The unit price so determined shall be used for the purpose of bid evaluation, award and all phases of contract administration.

7. **CHANGES, EXTRAS AND SUBSTITUTIONS**
   A. SRNS may at any time, by a written electronic Change Order from the SRNS Supply Chain Management Department (SCM), and without notice to the sureties, if any, make changes within the general scope of this Order. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Order, and Subcontractor/Supplier timely requests an equitable adjustment, SRNS shall make an equitable adjustment in (1) the contract price, (2) the time of performance or delivery schedule or both; and (3) other affected terms of this Order, and shall modify this Order accordingly. For any change, whether directed or constructive, Subcontractor/Supplier must assert any request for equitable adjustment under this article in writing, together with such supporting information as SRNS may require, electronically and within thirty days from the date of Subcontractor’s/Supplier’s first knowledge of the change; or Subcontractor’s/Supplier’s right to assert such request for equitable adjustment shall be waived. Where the cost of property made obsolete or excess as a result of a change is included in Subcontractor’s/Supplier’s proposal for adjustment, SRNS shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute within the meaning of the article of this Order entitled "Disputes". However, nothing herein shall excuse Subcontractor/Supplier from proceeding with this Order as changed.
   B. Any changes, extras or additional work made or performed by Subcontractor/Supplier without the prior approval of the SRNS Supply Chain Management Department shall be at the sole risk and expense of Subcontractor/Supplier, there being no financial recourse against SRNS or the Government whatsoever.
   C. Subcontractor/Supplier shall not substitute other equipment or materials for those specified in this Order, or vary the quantity of the Work, or otherwise make any changes in the Work, without prior written electronic consent of SRNS.

8. **PAYMENT**
   The Purchaser agrees to pay for property awarded in accordance with the prices represented in the bid, subject to an adjustment made pursuant to other provisions of this Agreement. Payment of the full purchase price, after applying the total bid deposit, if any, must be made within 30 days prior to receipt of material. If an adjustment is made requiring additional payment, such payment must be made immediately upon notice of such adjustment. In the absence of any debts owed to the selling agency, where the total sum becoming due to SRNS from the Purchaser on an agreement awarded under the Invitation is less than the total amount deposited with the bid, the difference will be promptly refunded and also, deposits accompanying bids which are not accepted will be properly refunded to the Bidder. No refunder demands will be made for any amount less than one dollar ($1).

9. **TITLE**
   Title to the property sold hereunder shall vest in the Purchaser as, and when, removal is effected, excepting only (A) and (B) below:
   A. Upon written notice to the Purchaser while the aforesaid property remains in the possession of the Purchaser, SRNS may reclaim title to the property sold hereunder if SRNS determines:
      (1) that the aforesaid property does contain, or may contain, classified U.S. Government data (in any form), and/or technology sensitive to the national interest, or
      (2) that the aforesaid property is "Proliferation Sensitive Property", as defined in Article 41 of these General Provisions
   B. Any changes, extras or additional work made or performed by Subcontractor/Supplier without the prior approval of the SRNS Supply Chain Management Department shall be at the sole risk and expense of Subcontractor/Supplier, there being no financial recourse against SRNS or the Government whatsoever.
   C. Subcontractor/Supplier shall not substitute other equipment or materials for those specified in this Order, or vary the quantity of the Work, or otherwise make any changes in the Work, without prior written electronic consent of SRNS.
the Purchaser. Any reshipment costs involved will be the responsibility of SRNS. Once notified by SRNS of its intent to reclaim the aforesaid property, the Purchaser agrees to take all reasonable measures to safeguard the aforesaid property until reclaimed by SRNS.

B. As otherwise provided in the Invitation. On all motor vehicles and motor-propelled or motor-drawn equipment requiring licensing by a State motor vehicle regulatory agency, a certificate of release will be furnished for each vehicle and piece of equipment.

10. DELIVERY, LOADING, AND REMOVAL OF PROPERTY
A. Unless otherwise provided on the Invitation, the Purchaser shall be entitled to obtain the property upon full payment therefore with delivery being made only from the exact place where the property is located within the installation. The Purchaser must make all arrangement necessary for packing, removal, and transportation of property. SRNS will not act as liaison in any fashion between the Purchaser and Carrier, nor will SRNS recommend a specific common carrier. Loading will only be performed as set forth in Invitation, and unless otherwise provided in the Invitation, loading will not be performed on Saturdays, Sundays, SRNS holidays, or any day that the installation where the property is located is closed. Where it is provided that SRNS will load, SRNS will make the initial placement of the property on conveyance(s) furnished by the Purchaser and the initial placement on the Purchaser's conveyance shall be as determined by SRNS. Unless otherwise provided in the Invitation, SRNS will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the Purchaser.

B. Where it is provided in the Invitation that SRNS not load or that the Purchaser will load, the Purchaser will make all the arrangements and perform all work necessary to effect removal of the property. The Purchaser will make all arrangements and perform all work necessary to effect removal of the property. The Purchaser shall remove the property at his expense within the period of time allowed in the Invitation. If SRNS determines that the failure to remove the property within the period of time originally allowed arose out of causes beyond the control and without the fault or negligence of the Purchaser, such determination shall be reduced to writing, and a reasonable extension of time for removal shall be allowed. Such causes may include, but are not restricted to acts of God or of public enemy, acts of SRNS in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather. If the Purchaser is permitted to remove the property after the expiration of the time originally allowed for removal or any additional time allowed by SRNS pursuant to this clause, SRNS, without limiting any other right which it may have may require the Purchaser to pay a reasonable storage charge. The Purchaser shall reimburse SRNS for any damage to Government property caused during the removal operations by the Purchaser or his authorized representative.

C. Items purchased under the Invitation will be released only to the Purchaser or his authorized representative. The authorization from the Purchaser to the Custodian of the property will be at the property location before any delivery or release will be made. When property is described as being boxed, packed, crated, skidded, or in containers, SRNS does not warrant that the property, as packaged, is suitable for shipment.

D. Segregation culling or selection of property for the purpose of effecting partial or increment removals will not be permitted except as specifically authorized and prescribed by SRNS.

11. DEFAULT
If, after the award, the Purchaser breaches the agreement by failure to make payment within the time allowed by the Agreement as required by condition No. 7, or by failure to remove the property as required by condition No. 9, then SRNS may send the Purchaser a 15-day written notice of default (calculated from date of mailing), and upon Purchaser's failure to cure such default within that period (or such further period as SRNS may allow), the Purchaser shall lose all right, title and interest which he might otherwise have acquired in and to such property as to which a default has occurred. The Purchaser agrees that in the event he fails to pay for the property or remove the same within the prescribed period(s) of time, SRNS at its election and upon notice of a default shall be entitled to
retain (or collect) as liquidated damages a sum equal to the greater of (a) 20% of the purchase price of the item(s) as to which the default has occurred or (b) $25 or the purchase price of such item(s) if the purchase price less than $25: PROVIDED, That in Bids, the amount to be charged if the minimum charge provided for in "b" above is applicable, shall be determined by the total purchase price reflected in the award documents: PROVIDED FURTHER, That maximum sum which may be recovered by SRNS as damages for failure of the Purchaser to pay for and remove the property shall be the formula amount. When SRNS exercises this election, it shall specifically apprise the Purchaser, either in its original notice of default (or in separate subsequent written notice), that upon the expiration of the period prescribed for curing the default, the formula amount will be retained (or collected) by SRNS as liquidated damages. However, if the property was sold on a "per lot" basis and the Purchaser removes a portion of the lot but fails to remove the balance, no portion of the purchase price will be refunded. If the Purchaser otherwise fails in the performance of his obligations, SRNS may exercise such rights and may pursue such remedies as are provided by law or under the Agreement.

12. SETOFF OF REFUNDS

The Bidder or Purchaser agrees that the selling agency may use all or a portion of any bid deposit or refund due him to satisfy, in whole or in part, any debts arising out of prior transactions with selling agency.

13. INTEREST

Notwithstanding any other provision of this Agreement, unless paid within 30 calendar days from the date of first written demand, all amounts that become payable by the Purchaser to SRNS under this Agreement shall bear interest at the rate of 10% per annum from the date of first written demand until paid. Irrespective of the amount of the indebtedness, a minimum interest charge of five dollars ($5) shall be due SRNS on any amount exceeding $100 not paid within 30 calendar days from the date of first written demand. Interest on debts of $100 or less will not be collected if such debts are liquidated without resort to litigation.

14. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT

Except for term subcontracts, when property is sold by a unit other than "weight", SRNS reserves the right to vary the quantity tendered or delivered to the Purchaser by 50%; when the property is sold by "weight", SRNS reserves the right to vary the quantity tendered or delivered to the Purchaser by 50%. The purchase price will be adjusted upwards or downwards in accordance with the unit price and on the basis of the quantity or weight actually delivered. Unless otherwise specifically provided in the Invitation, no adjustment for such variation will be made when property is sold on a "price for the lot" basis.

15. WEIGHTING, SWITCHING, AND SPOTTING

Where weighting is necessary to determine the exact purchase price, the Purchaser shall arrange for and pay all expense of weighing the property (unless SRNS scales are available on the premises). All switching and spotting charges shall be paid by the Purchaser unless performed with Government-owned or Government-operated locomotives on Government property. When removal is by truck, weighing shall be under the supervision of SRNS and at its option on: (a) Government scales, (b) certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales, or other means acceptable to the railroad for freight purposes.

16. RISK OF LOSS

Unless otherwise provided in the Invitation, SRNS will be responsible for the care and protection of the property subsequent to it being available for inspection and prior to its removal. Any loss, damage, or destruction occurring during such period will be adjusted by SRNS to the extent it was not caused directly or indirectly by the Purchaser, its agents, or employees. With respect to loss only, in the event the property is offered for sale by the "lot", no adjustment will be authorized under this provision unless SRNS is notified of the loss prior to removal from the installation of any portion of the lot with respect to which the loss is claimed.

17. LIMITATION ON LIABILITY

Except for reasonable packing, loading, and transportation costs when a return of property at SRNS cost is authorized, the measure of the SRNS /Government liability in any case where
liability of the Purchaser has been established shall not exceed refund of such portion of the purchase price as SRNS may have received.

18. ORAL STATEMENTS AND MODIFICATIONS
Any oral statement or representation by any representative of SRNS, changing or supplementing the Invitation or Agreement or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser.

19. COVENANT AGAINST CONTINGENT FEES
Purchaser warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. For breach of this warranty, SRNS shall have the right to annul this Agreement without liability or, at its option, to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herein set forth.

20. OFFICIALS NOT TO BENEFIT
No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.

21. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
A. By submission of this bid or proposal, the Bidder certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, that in connection with this sale: (1) the prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and (3) no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. Each person signing this bid or proposal certifies that: (1) they are the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid or offered therein and that they have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3), above; or (2)(i) they are not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid or offered herein but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3), above; and as their agent does hereby so certify; and (ii) they have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3), above.

C. This certification is not applicable to a foreign Bidder submitting a bid or proposal for an Agreement which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

D. A bid or proposal will not be considered for award where (a) (1), (a) (3), or (b), above, has been deleted or modified. Where (a) (2), above, has been deleted or modified, the bid or proposal will not be considered for award unless the Bidder furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances disclosure and the head of the selling agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

22. ASSIGNMENTS OF AGREEMENTS
Any Agreement awarded under the Invitation is subject to the provisions of 41 U.S.C. 15 which generally precludes assignment of such Agreement.

23. CLAIMS LIABILITY
The Bidder or Purchaser agrees to save SRNS and the Government harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs and attorneys' fees arising out of, claimed on account of, or in any manner
predicated upon loss of or damage to property of
and injuries to or the death of any and all persons
whateversoever, in any manner caused or contributed
to by the Bidder or Purchaser, its agents, servants
or employees, while in, upon or about the sale or
the property site on which the property sold or
offered for sale is located, or while going to or
departing from such areas; and to save SRNS
and the Government harmless from and on
account of damages of any kind which SRNS
and the Government may suffer as the result of
the acts of the Bidder or Purchaser, its agents,
servants, or employees while in or about the said
sites.

24. WITHDRAWAL OF PROPERTY AFTER
AWARD
SRNS reserves the right to withdraw for its use
any or all of the property covered by this
Agreement if a bona fide requirement for the
property develops or exists prior to actual
removal of the property from SRNS control. In
the event of a withdrawal under this condition,
SRNS shall be liable only for the refund of the
Agreement price of the withdrawn property or
such portion of the Agreement price as it may
have received.

25. BIDDER’S WARRANTY OF CAPACITY
The Bidder warrants that they are not: (a) under
18 years of age; (b) an employee of an agency of
the Federal Government (either as a civilian or as
a member of the Armed Forces of the United
States, including the United States Coast Guard,
on active duty) prohibited by the regulations of
that agency from purchasing property sold
hereunder; (c) an agent or immediate member of
the household of the employee in (b), above. For
breach of this warranty, SRNS shall have the
right to annul this Agreement without liability.

26. TIE-IN AND ALL OR-NONE BIDS
Except as otherwise specifically provided,
qualified, tie-in, all-or-none or combination bids
will not be acceptable and will be rejected as
non-responsive. This includes bids conditioned
upon the acceptance or non-acceptance bids on
other items, except as otherwise specifically
provided in the invitation.

27. STORAGE CHARGES/LATE REMOVAL
CHARGES
In accordance with Condition No. 9, General
Sale Terms and Conditions entitled "Delivery,
Loading and removal of Property", if the
Purchaser is permitted to remove the property
after the expiration of the period prescribed
herein for the removal or after the expiration of
such additional time as SRNS may have granted,
pursuant to Condition No. 9, SRNS will require
the Purchaser to pay for storage/liquidated
damages for such late removal. Unless otherwise
specifically provided for elsewhere in the
Invitation for Bids, storage charges/liquidated
damages for property stored indoors will be
completed and assessed at the rate of six cents
($0.06) per hundred pounds or fraction thereof, or
$.132 per hundred kilogram or fraction thereof per
line item for each day or fraction thereof
(including day of removal) for quantities or
weights of property which have not been timely
removed. Storage rates or liquidated damages for
outdoor storage will be fifty percent (50%) of
indoor rates. Provided, however, that with
respect to term sales, SRNS will require the
Purchaser to pay storage charges or liquidated
damages at the rate of 1/10th of 1% (.001) of the
estimated total Agreement price for each day that
the Purchaser is late in removing the property. In
the event the Agreement term exceeds one year,
the total Agreement price for the purpose of
computing storage charges/liquidated damages
under this clause shall be limited to the estimated
Agreement price for one-year period. Five
dollars ($5) will be the Minimum charge at each
holding activity cited in the Agreement. Unless
removal is required on such days, storage
charges/liquidated damages will not be assessed
for Saturdays, Sundays, SRNS holidays, or any
day that the installation at which the property is
located is closed. The estimated weights when
given in item descriptions will be used in
computing storage charges/liquidated damages.
In the event the property is sold by weight,
adjustment for storage charges/liquidated
damages will be made in accordance with the
actual weight delivered. In all instances where
storage charges/liquidated damages are
assessed, Payment therefore must be made by the
Purchaser prior to the removal of the property
unless otherwise authorized by SRNS. In no
event, however, will storage charges/liquidated
damages exceed 20% of the Agreement price of
the property as to which the delay occurred,
except that in those instances where 20% of the
Agreement price is less than the minimum
storage charge/liquidated damages the minimum
charge will be assessed.

28. GUARANTEED DESCRIPTIONS
Notwithstanding any other provisions of this
Invitation for Bids to the contrary, and subject to
the limitations and conditions set out in subparagraphs a and b below, all of which are of the essence, SRNS guarantees to the original Purchaser of the property that the property delivered or offered for delivery under any Agreement resulting from this Invitation for Bids will be as described in the Invitation for Bids.

A. That if a misdescription is determined to exist prior to removal of the property from SRNS control that the sole and exclusive remedy available to the Purchaser will be a refund of the purchase price of the property as to which such misdescription exists, or such portion thereof as SRNS may have received.

B. That if a misdescription is determined to exist after removal of the property from SRNS control then SRNS will make an adjustment in the purchase price paid for the property commensurate with the market value of the property actually received, provided, however, that:

(1) No adjustment will be made for shortages of property offered for sale by the "lot", and

(2) No adjustment will be made unless the Purchaser mails or otherwise furnishes to SRNS a written notice, within 30 calendar days from date of removal of the property, that the property is misdescribed and holds the property, sufficiently intact to permit identification by SRNS, PROVIDED FURTHER THAT SRNS DOES NOT WARRANT OR GUARANTEE ANY OF THE FOLLOWING:

(i) That the item description contains all specific characteristics or performance data pertaining to the item described.

(ii) The stated condition of the property, the total cost of the property, the estimated total weight, the estimated shipping dimensions, suggested uses of the property and the property's fitness for any use or purpose.

(iii) Estimates as to the "weight" of the property offered for sale by the "unit" or by the "lot"

(iv) Estimates as to the number of units of property offered for sale by "weight"

(v) In the event SRNS uses a manufacturer's part or reference number or a Federal Stock Number in addition to detailed descriptive data in the item description, the descriptive data applicable to such part or reference number or Federal Stock Number is not guaranteed if it is inconsistent with the detailed descriptive data applicable to the item description.

(vi) To the extent property is described solely by noun nomenclature, manufacturer's part or reference number and Federal Stock Number, the descriptive data applicable to the Federal Stock Number is not guaranteed if it is inconsistent with the descriptive date applicable to the manufacturer's part or reference number.

(vii) In no event will the term "or interchangeable" following a manufacturer's part or reference number be construed to guarantee that the property described consists of the part reference number in whole or in part. Only functional interchangeability with the part or reference number is guaranteed.

C. Notwithstanding any of the exceptions stated in subparagraphs B. (2) (i) through (vii) above, however, SRNS will accept return of any property determined to have been misdescribed, to a location specified by SRNS at the Purchaser's expense, and refund to the Purchaser the purchase price or such portion thereof as SRNS may have received, provided timely notice of the misdescription has been furnished to SRNS in accordance with the requirements of subparagraph B. (2) above.

D. The foregoing guarantee is in lieu of all other guarantees, express or implied, and all other obligations on the part of SRNS to deliver or offer for delivery property as described in the Invitation for Bids and shall not entitle the Purchaser to any payment of loss of profits or any other money damages, special, direct, indirect, or consequential; nor shall any recovery of any kind against SRNS under this provision be greater in amount than refund of the purchase price of the specific material found to have been misdescribed.
29. DEMURRAGE AND OTHER STANDBY COSTS
Where it is provided in the Invitation for Bids that SRNS will load, it is agreed and understood that SRNS shall not be liable of any costs, direct or indirect, which may be incurred by a Purchaser as result of SRNS failure to load property in a timely manner. The sole and exclusive remedy for such a failure shall be an appropriate extension of the approval period.

30. RADIOACTIVE MATERIAL
Purchasers are warned that some property purchased hereunder such as, but not limited to, switches, circuit breakers, knobs, controls, pointers, instrument dials, markers, etc., may be capable of emitting ionized radiation in varying degrees. Various electron tubes may also be capable of emitting ionized radiation in varying degrees. SRNS assumes no liability for damages to the property of the Purchaser or for personal injuries, disabilities or death to the Purchaser or the Purchaser's employees or to any other person arising from or incident to the purchase of this material nor its use or disposition. The Purchaser shall hold SRNS harmless from any or all such demands, suits, actions, or claims of whatsoever nature arising from or out of the purchase of this material. As a safety precaution, the Purchaser should also warn the future possessor or user of this property that it might be capable of emitting ionized radiation.

31. FORM OF BID DEPOSITS AND PAYMENTS
A. Unless otherwise provided in the Invitation, bid deposits (when required by Invitation) and payments shall be in U. S. currency or cashier's check, certified check, bank draft, postal money order, travelers check, or telegraphic money order made payable in U. S. dollars to the Treasurer of the United States.
B. A check which is certified for payment for a limited period of time must be valid for at least 20 days after the date specified herein for the bid opening, if the check is submitted as a bid deposit, and for at least 20 days after the date the check is received by SRNS if the check is offered as payment on account. Bank draft (i.e., checks drawn by one bank on another) need not be certified.

32. REPRESENTATION OF NONCOLLUSION
Bidder represents that the price or prices bid, the item or items bid upon, and the quantity of any item on which they bid have been arrived at unilaterally and without collusion. Bidder further represents that the intention to bid these prices, items, and quantities, and the contents of the bid submitted have not been communicated by the Bidder to any employee or agent of the Bidder to any person not an employee or agent of the Bidder, and will not be communicated to any such person before public disclosure of the bid by SRNS.

33. DISPOSAL
A. Purchaser shall recycle, reclaim, reuse, or dispose of material as defined in the Scope of Work at the particular facility or facilities, referred to in the Sales Agreement. Seller shall utilize those general storage, treatment recycling, reclamation, reuse and disposal methods specified in the Sales Agreement; however, as between the parties, Seller shall be solely responsible for determining the specific times and techniques for storage, processing, treatment recycling, reclamation, reuse, and disposal of the material. However, such processing, treatment recycling, reclamation, reuse, and disposal shall occur within a reasonable time, not to exceed the time specified, if any, in the Sales Agreement.
B. Commodities purchased at this auction/sale are subject to U.S. Government export controls under Code of Federal Regulations Titles 10, 15, 22, and 31. Any export of these commodities contrary to U.S. law is prohibited and requires U.S. Export Agency approval.
C. Purchaser shall not use, distribute or sell any of the material as defined in the Scope of Work or any component or residue thereof, specified in the Sales Agreement.
D. If the Sales Agreement specifies that Purchaser may use, distribute or sell any of the material as defined in the Scope of Work or components or residue thereof, Seller agrees to indemnify and save harmless the Government and SRNS, their present and future officers or directors (or officials), employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits and costs and expenses incidental thereto (including, cost of defense, settlement and reasonable attorney's fees) which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death).
to any person, damage (including loss of use) to any property (public or private) contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency caused by or arising out of the use, distribution or sale of the material as defined in the Scope Of Work.

34. TERM
This Agreement shall commence on the date written herein and shall continue in full force and effect for a period of one (1) year.

35. RIGHT TO TERMINATE
SRNS may terminate this Agreement or any individual Purchase Order, with respect to performance remaining, if, at any time after execution of the Agreement, the Facility specified in any Purchase Order fails to obtain, or maintain as valid, any license permit or approval required to allow lawful acceptance and storage, treatment, processing recycling, reclamation, reuse, or disposal of the material as defined in the Scope of Work.

36. PURCHASER
A. Purchaser warrants and represents to SRNS that:

(1) Purchaser understands the currently known hazards and risks which are presented to human beings, property and the environment in the handling, transportation, storage, treatment, processing, recycling, reclamation, reuse and disposal of the materials defined in the Scope of Work described by SRNS in the Invitation For Bids.

(2) Purchaser is engaged in the business of transportation, storage, recycling, reclamation, reuse, and disposal of the materials defined in the Scope of Work, and has developed the requisite expertise for the handling, transportation, storage, treatment, processing, recycling, reclamation, and reuse and disposal of such; and,

(3) Purchaser will handle, transport, store, treat, process recycling, reclamation, recycle, reuse, and dispose of the materials defined in the Scope of Work in a safe and workmanlike manner and in full compliance with all valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments in whose jurisdictions such activities are performed under this Agreement; and,

(4) Any and all vehicles or vessels, of the materials defined in the Scope of Work containers and personnel to be provided by Purchaser in the performance of this Agreement have obtained or will obtain prior to performance all permits, licenses, certificates, or approvals required to comply with valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments; and,

(5) The Purchaser's Facility (or Facilities) described in any Purchase Order has been issued, as of the date of execution of the Agreement, all permits, licenses, certificates or approvals, required by valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments in which such Facility is located, necessary to allow such Facility to accept and store, treat, process, recycle, reclaim, reuse and dispose of the material as defined in the Scope of Work as described by SRNS in the Invitation For Bids. In addition, if required by federal, state or local law, regulation or ordinance, Purchaser has filed with the appropriate governmental agency a notification of hazardous waste activity and/or an application to operate a hazardous waste storage, treatment or disposal facility and the storage, treatment or disposal facility described in any Purchase Order has achieved "interim status" as defined by federal and applicable state laws and regulations. Purchaser shall provide SRNS with reasonable advance notice if any such permit, license, certificate or approval is to expire and not be renewed during the term of the Agreement, or becomes the subject of judicial or administrative action seeking revocation or suspension. Such notice shall also be provided if Purchaser determines not to seek any necessary permit, license, certificate or approval which becomes required after execution of the Agreement.

B. If during the term of this Agreement, Purchaser determines not to renew any existing permit, license, certificate or
approval or not to seek any necessary permit, license, certificate or approval which becomes required after execution of the Agreement, SRNS shall retain all the rights and remedies it may have at law or equity.

37. LOADING AND TRANSPORTATION OF WASTE PRODUCTS
If the Sales Agreement specifies that Purchaser is to provide loading, including but not limited transportation services, Purchaser shall load and/or transport materials as defined in the Scope Of Work to the Facility herein specified. Purchaser shall be responsible for cleanup and disposal of any materials as defined in the Scope of Work spilled during such loading or transportation and shall fully indemnify and hold harmless the Government and SRNS.

38. SRNS'S RIGHTS OF INSPECTION
SRNS shall have the right, but not the obligation, to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to Purchaser or its Subcontractors/Suppliers which are applicable to the performance of this Agreement; to inspect transportation vehicles or vessels, containers or facilities provided by the Purchaser; and to inspect the handling, loading, transportation, storage, recycling, reclamation, reuse, resale or disposal operations conducted by Purchaser in the performance of this Agreement. Such inspections or lack of inspections shall not operate to relieve Purchaser of its responsibility or liability under this Agreement.

39. INDEPENDENT CONTRACTOR
Purchaser is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither Purchaser nor anyone employed by it shall be, represent, act, purport to act or be determined to be the agent, representative, employee or servant of SRNS.

40. SPECIAL SEALED BID
A. Bid Deposits
All bids must be accompanied by a bid deposit which must be in the possession of SRNS by the time set for bid opening. Bid deposits shall be in the form prescribed in Condition No. 5, General Sale Terms and Conditions. Unless otherwise provided in the Invitation, a bid deposit of 20% of the estimated total Agreement price is required on sales not exceeding one year; sales exceeding one-year’s duration will require a bid deposit computed at 20% of the total price estimated for one year's removal of property. Deposit Bond-Annual, sale of Government Personal Property (Standard Form 151) are not acceptable as bid deposits. In accordance with Condition No. 5 of the General Sale Terms and Conditions entitled "Payment", the 20% bid deposit submitted by the Purchaser will be retained by SRNS and applied against the last delivery effected under the Agreement. At the option of the successful Bidder, a Performance Bond may be substituted by the successful Bidder for bid deposit at any time after notification of award of the Agreement. Any bid which is not timely supported by a proper bid deposit may be rejected as non-responsive in the same manner as late bids. The bid deposit or performance bond shall be held by SRNS for the entire term (3 years) of this Agreement and if a bid deposit is used it will be applied against the last delivery affected under this Agreement in the third year.

B. Modification or Withdrawal of Bids
Bids may be modified or withdrawn by written or telegraphic notice and a bid also may be withdrawn in person by the Bidder or authorized representative, provided identity is made known and the Bidder signs a receipt for the bid. Any bid modification which increases the amount of a bid already submitted or which submits bids on items not previously bid on must provide for an increased bid deposit.

C. Consideration of Late Bids, Modifications, or Withdrawals
Bids and modifications or withdrawals thereof, must be in the possession of SRNS by the time set for bid opening. Any bid, modification, or withdrawal received after the time set for bid opening will not be considered unless received by SRNS prior to award, was mailed (or telegraphed where authorized) and in fact delivered to the address specified in the Invitation for Bids in sufficient time to have been received by SRNS by the time and date set forth in the Invitation for the bid opening, and, except for delay attributable to personnel of the sales office or their designees, would have been received on time. In no event will hand-carried bids or withdrawals be considered if delivered to SRNS after the
exact time and date set for bid opening. However, a modification which makes the terms of the otherwise successful bid more favorable to SRNS will be considered at any time it is received prior to award and may be accepted.

D. Termination
Unless otherwise provided in the Invitation, this Agreement may be terminated by SRNS without cost to SRNS upon 30 days written notice to the Purchaser, to be calculated from the date the notice is mailed.

E. Failure To Perform
In the event the Purchaser fails to make payment as required by Condition No. 7, General Sale Terms and Conditions, or fails to remove the property as required by Condition No. 9, General Sale Terms and Conditions, and fails to cure the default within the time allowed by the notice given in accordance with Condition No. 10, General Sale Terms and Conditions, the Purchaser will lose all right, title and interest which he might otherwise have acquired in and to the property as to which the default occurred and said Condition No. 10, is modified to provided that SRNS shall be entitled to retain or collect as liquidated damages sum equal to 20% of the Agreement price for the quantity estimated to be generated within a 30-day period.

F. Award of Agreement
The Agreement will be awarded to that responsible Bidder whose bid conforming to the Invitation will be most advantageous to SRNS, price and other factors considered. A written award mailed (or otherwise furnished) to the successful Bidder within the time for acceptance provided in the Invitation shall be determined to have resulted in a binding Agreement without any further action by either party.

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

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

42. PROLIFERATION SENSITIVE PROPERTY
ACKNOWLEDGMENT
In the event that proliferation sensitive property, as identified on the U. S. Munitions List (22 CFR 121) or the International Atomic Energy Agency Information Circular (INFCIRC) 254 Part 1 (the Trigger List), is inadvertently included in this sale, the Purchaser agrees that the part of the sale involving the property is void, and, if such property has been received by the Purchaser, that Purchaser will return the property to DOE-Savannah River Operations. (See Article No. 8 regarding title to property). Once notified by SRNS of its intent to reclaim the aforesaid property, the Purchaser agrees to take all reasonable measures to safeguard the property until its return to SRNS.

43. DISPUTES
A. Purchaser shall not be entitled to and neither SRNS nor the Government shall be liable to the Purchaser or its Subtier Subcontractors/Suppliers for damages in tort (including negligence), or contract, or otherwise, except as specifically provided in this Agreement.

B. The Parties shall attempt to settle any claim or controversy arising from this Agreement 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 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 tenency of a dispute, the Purchaser shall proceed diligently with performance of all terms of this Agreement. The Purchaser’s consent to proceed shall not restrict or otherwise affect the Purchaser’s right to contest any claim.

44. 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.

As used in this Article, the term “Dual Citizen” is defined as an individual who is a citizen of more than one country.

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 or Dual Citizen 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 or Dual Citizen 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/dual citizens may be restricted from accessing technology, information, or certain areas.

45. 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 Subcontractor/Supplier employee. In the event of a refusal, the Subcontractor’s employee may be terminated for cause and the individual will be refused access to the site.

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

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

C. Suitability for Employment
(1) Subcontractor/Supplier employees, including Subtier Subcontractors/Suppliers, who are to be badged to permit SRS access, must successfully complete the Suitability for Employment process. As part of this process, the Subcontractor/Supplier agrees to advise its employees and Subtier Subcontractors/Suppliers that they will be required to complete certain forms, which authorize background investigations. These forms shall be submitted during the badging process.

(2) Subcontractor/Supplier employees will be issued a photo badge and allowed site access on the first reporting day. In the event a Subcontractor/Supplier employee subsequently fails to successfully complete the background investigation, the Subcontractor/Supplier agrees 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.

46. BADGING REQUIREMENTS
A. Photo Badge
(1) Subcontractor/Supplier 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 Badging Procedure and are subject to investigation by Governmental authorities. All badges must be returned or accounted for prior to final payment. All employees must be at least 18 years old. The Subcontractor shall ensure that any/all SRS-issued site security badges are returned to the Badge Office (703-46A) within 10 calendar days after badge expiration date (or subcontract/subcontractor employee termination date, whichever occurs first). Failure to do so may result in withholding of invoice payments until such time that the badge(s) is returned.

(2) Subcontractor/Supplier employees and any Subtier Subcontractor/Supplier employees shall complete Subcontractor/Supplier Employee Data Sheet and Fingerprint Cards. If a long term badge is required (period greater than six (6) months) the employee will also be required to complete form SF 85, “Questionnaire for Non-Sensitive Positions”, and form OF 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/PMMDSRN S_general_provisions.htm.

(3) Subcontractor/Supplier will observe the following badging procedure for processing employees through employment and security orientation:
   (i) A minimum of two working days prior to the start of the badging and orientation process, 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
   (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 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. GET and the exam are to be completed by the employee who is being badged and without the use or help from others, study materials, or notes.
(iv) The orientation and badging process will take approximately four (4) hours.

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

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

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

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

(2) Two working days prior to the need date, Subcontractor/Supplier shall transmit the following information to the STR/End User:
   - Subcontract Number
   - Subcontractor/Supplier Employee name
   - Subcontractor/Supplier Employee address
   - Subcontractor/Supplier Employee Social Security Number
   - Subcontractor/Supplier Employee Date of Birth
   - Subcontractor/Supplier Employee’s Phone Number

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

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

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

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

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

C. **Identity Verification.**

(1) In order to receive a photo or temporary badge for entry to SRS, Subcontractor/Supplier employees, except delivery personnel (see subparagraph (2) below), will be required to present two specific forms of identification from the “List of Acceptable Documents” (Department of Homeland Security Form I-9, copy available on the SRNS Internet Home Page at [http://www.srs.gov/general/buisops/PMMD/SRNS_general_provisions.htm](http://www.srs.gov/general/buisops/PMMD/SRNS_general_provisions.htm)). At least one of the documents selected from the list must be a valid State or Federal government-issued picture ID.

(2) **Vendor Delivery Personnel.** Unbadged personnel seeking a temporary badge for material/equipment deliveries will be required to present one form of picture identification that will verify their identity, such as a valid state driver’s license that includes a photograph. Delivery personnel shall enter the site at the Aiken Barricade located approximately one (1) mile south of SC Highway 278, and will be escorted at all times to the delivery location and back to the entrance barricade by Centerra Group, LLC assigned escorts, or by Assigned Competent Persons (SRNS or Subcontractor/Supplier).

D. If the Subcontractor/Supplier or any Subtier Subcontractor/Supplier should independently suspend or remove an employee from work at the Savannah River Site (SRS) for unsafe acts or behavior, the Subcontractor/Supplier shall immediately notify the STR/End User, return the employee’s badge to the STR/End User, and provide the STR/End User with written notification of the employee’s name and reason(s) for such suspension or removal.

47. **ACCESS TO DOE–OWNED OR LEASED FACILITIES**

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

A. The performance of this Agreement requires that employees of the Purchaser have physical access to DOE-owned or leased facilities. The Purchaser understands and agrees that DOE has a prescribed process with which the
Purchaser and its employees must comply in Agreement to receive a security badge that allows such physical access. The Purchaser shall propose employees whose background offers the best prospect of obtaining a security badge approval for access. This clause does not control requirements for an employee obtaining a security clearance.

B. The Purchaser shall assure:
(1) Compliance with procedures established by DOE and SRNS in providing its employees with any forms directed by DOE or SRNS;
(2) Employees properly complete any forms;
(3) Employees submit the forms to the person designated by the SRNS Procurement Representative;
(4) Employees cooperate with DOE and SRNS officials responsible for granting access to DOE-owned or leased facilities; and
(5) Employees provide additional information requested by those DOE/SRNS officials.

C. The Purchaser understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE or SRNS that an employee’s application for a security badge is or will be denied, the Purchaser shall promptly identify and submit the appropriate forms for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Agreement or any Purchaser claim against DOE or SRNS.

D. The Purchaser 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 Purchaser’s employee(s) upon:
(1) Termination of this Agreement;
(2) Expiration of this Agreement;
(3) Termination of employment on this Agreement by an individual employee; or
(4) Demand by DOE/SRNS for return of the badge.

E. The Purchaser shall include this clause, including this paragraph E, in any Lower-tier Subcontract, awarded in the performance of this Agreement, in which an employee(s) of the Subtier Subcontractor/Supplier will require physical access to DOE-owned or leased facilities.

48. GENERAL
A. 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.

B. 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.

C. 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.

49. SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE
A. “Contract” means this Agreement or Order (except in instances when it is not applicable or appropriate), and includes Change Orders and modifications to this Agreement.

B. “Contractor” means the party to whom this Agreement 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 Agreement 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.

*50. EQUAL OPPORTUNITY (APR 2002)
   FAR 52.222-26

51. SECURITY REQUIREMENTS (JUNE 2009)
   DEAR 952.204-2

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

A. **Responsibility.** It is the Subcontractor's/Supplier's duty to protect all classified information, special nuclear material and other DOE property. The Subcontractor/Supplier shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Subcontractor's/Supplier's possession in connection with the performance of work under this Subcontract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this Subcontract, the Subcontractor/Supplier shall, upon completion or termination of this Subcontract, transmit to DOE any classified matter or special nuclear material in the possession of the Subcontractor/Supplier or any person under the Subcontractor's/Supplier's control in connection with performance of this Subcontract. If retention by the Subcontractor/Supplier of any classified matter is required after the completion or termination of the Subcontract, the Subcontractor/Supplier shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the DOE Contracting Officer, the security provisions of the Subcontract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the Subcontract.

B. **Regulations.** The Subcontractor/Supplier agrees to comply with all security regulations and Subcontract requirements of DOE in effect on the date of award.

C. **Definition of Classified Information.** The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended or prior executive Orders, which is identified as *National Security Information*.

D. **Definition of Restricted Data.** The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

E. **Definition of Formerly Restricted Data.** The term "*Formerly Restricted Data*" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information: (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.
F. **Definition of National Security Information.** The term "National Security Information" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor Order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

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

H. **Access authorizations of personnel.**

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

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

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

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

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

c. In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug (SRNS to provide this testing), as defined in 10 CFR Part 707. 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

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

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

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

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

N. **Employment announcements.** When placing announcements seeking applicants for positions requiring access authorizations, the Subcontractor/Supplier shall include in the written electronic vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

O. Flow down to any Subcontractor/Supplier at any tier. The Subcontractor/Supplier agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all Subcontracts under its Subcontract that will require any Subcontractor/Supplier (at any tier) employees to possess access authorizations. Additionally, the Subcontractor/Supplier at any tier must require such Subcontractors/Suppliers to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to*
Foreign Interests, as required in DEAR 952.204-73 and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a Subcontractor/Supplier (at any tier), pursuant to this clause may be submitted directly to the DOE Contracting Officer.

P. (End of Clause)


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

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

1. Ensure that all Subcontractor/Supplier and any Subtier Subcontractor/ Supplier employees are notified quarterly that they have the right to report environment, safety and health technical concerns that have not been resolved through routine work processes through the Department of Energy Differing Professional Opinion (DPO) process (the DOE DPO process can be found in Attachment 2 to DOE O 442.2 and at http://www.hss.doe.gov/nuclearsafety/qa/dpo.html). The notification must provide points of contact (name, phone number and email addresses of DPO Managers) as listed on the DOE DPO web page, as well as the DOE DPO web page address.

2. Protect Subcontractor/Supplier and any Subtier Subcontractor/ Supplier employees from reprisal or retaliation for reporting a DPO.

3. Provide Subcontractor/Supplier and any Subtier Subcontractor/ Supplier employees’ reasonable time and resources to use the DPO Process.

4. Assist DOE as requested in the resolution of DPOs.

5. Report to the DOE when requested on the status of assigned implementation actions resulting from the DPO resolution and on the closure of these implementations actions.

53. 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.

*54 PROHIBITION OF SEgregated FACILITIES

FAR 52.222-21

55. 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 sub-tier 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.

56. 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.

57. 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.

58. STOP WORK (AUG 1989)  
FAR 52.242-15

59. DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011)  
The following is applicable in subcontracts which may involve making unclassified information about nuclear technology available to sensitive foreign nations.

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

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

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

60. 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.

61. RESERVED

62. 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.

<table>
<thead>
<tr>
<th>Record Type</th>
<th>Records Appropriate for Inclusion</th>
<th>Method of Storage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontractor work related medical records (ref. DOE-33)</td>
<td>A. Name, SSN/Employee ID</td>
<td>EDWS</td>
</tr>
<tr>
<td></td>
<td>B. Medical History on Subcontractor Employees-MSP evaluation</td>
<td></td>
</tr>
<tr>
<td>Subcontractor occupational monitoring records associated with chemical, biological, and physical hazards</td>
<td>EDWS</td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>A. Name, Employee ID</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. IH Monitoring results, Laboratory Analysis with associated calibration data relevant to instruments used to collect and analyze sampling data</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(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/2489683/177;
(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 designee, 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.