GENERAL PROVISIONS
FOR COMMERCIAL PURCHASES UNDER
U.S. DEPARTMENT OF ENERGY
PRIME CONTRACT NO. 89303321-CEM-00080
BATTELLE SAVANNAH RIVER ALLIANCE LLC,
SAVANNAH RIVER SITE
AIKEN, SC 29808

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ARTICLE 1

SECTION APPLIES REGARDLESS OF ORDER PRICE

1.1. **DEFINITIONS**

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

BSRA	Shall mean Battelle Savannah River Alliance, LLC.
BSRA Procurement Specialist	Shall mean a person with the authority to execute, administer, and terminate the Subcontract and make related determinations and findings. The term includes certain authorized representatives of BSRA acting within the limits of their authority as delegated by the BSRA Procurement Specialist.
Government	means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.
Item	includes "commercial item", "commercial component", and "service" as defined in FAR 2.101.
Subcontract	shall mean any ordering document, purchase order, or subcontract entered into by the Subcontractor calling for supplies and/or services required for performance, order or subcontract modification, or subcontract, including this Subcontract incorporating these General Provisions.
Subcontractor	means the person or organization that has entered into this Subcontract with BSRA. Subcontractor may also be referred to herein as "Seller", "Company" or "Licensee." The term Subcontractor also includes any supplier who supplies goods or services to BSRA in support of BSRA's Prime Contract.
Software	means the specified software and/or source code licensed by the Licensor to the Licensee under this Subcontract.
Work	shall mean supplies, services, and vendor data provided by Subcontractor and its subtier subcontractors of any tier and all work performed with respect thereto, pursuant to this Subcontract

1.2. **RESOLUTIONS OF DISPUTES**

A. Subcontractor shall not be entitled to and neither the Company nor the Government shall be liable to the Subcontractor or its subtier subcontractors for damages in tort (including negligence), or Contract, or otherwise, except as specifically provided in this Subcontract.

B. The Subcontractor and the Company agree to make good-faith efforts to settle any dispute or claim that arises under this Subcontract through discussion and negotiation. If such efforts fail to result in a mutually agreeable resolution, the parties shall consider the use of Alternative Disputes Resolution (ADR). In the event non-binding mediation or arbitration is agreed upon, the site of the proceedings shall be Aiken, South Carolina. The mediator or arbitrator shall equally allocate cost for mediating or arbitrating the dispute between the parties, except each party shall bear its discretionary costs. No award will provide for pre-decisional interest on any claimed amount. In the event that ADR fails or is not used, the parties agree that the appropriate forum for resolution shall be as follows:

(1.) Any litigation shall be brought and prosecuted exclusively in Federal District Court, with venue in the United States District Court for the District of South Carolina, Aiken Division.

(2.) Provided, however, that in the event the requirements for jurisdiction in Federal District Court are not present, such litigation shall be brought in State Court in Aiken County, South Carolina.

C. Irrespective of the place of performance or delivery, determination of any substantive issue of law, including, but not limited to interpretation and proper application of the clauses in the Federal Acquisition Regulation ("FAR") and/or agency supplemental clauses incorporated into this Subcontract, shall be construed and interpreted according to Federal common law of Government contracts, as enunciated and applied by Federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the Federal government. To the extent that the Federal common law of Government contracts is not dispositive or other clauses are in dispute, the parties agree that substantive issues presented for mediation, arbitration, dispute, claim, litigation, or other effort at resolution shall be determined in accordance with the laws of the State of South Carolina.

D. There shall be no interruption in the prosecution of the work, and the Subcontractor shall proceed diligently with the performance of this Subcontract pending final resolution of any dispute arising under this Subcontract between the parties hereto or between the Subcontractor, and its subtier subcontractors.

1.3. **ORDER OF PRECEDENCE**

A. Any inconsistencies shall be resolved in accordance with the following descending order of precedence:

(1.) The terms specified on the face of the purchase order, subcontract, or ordering document issued by the Company to the Seller;

(2.) These General Provisions of this Subcontract;

(3.) Special terms and conditions (as applicable);

(4.) Item description;

(5.) Any other documents not specified above and incorporated by reference into the Subcontract, such as drawings, specifications, standards, or codes.

B. Wherever references are made in this Subcontract to standards or codes in accordance with which the Work under this Subcontract is to be performed, the edition or revision of the standards or codes current on the effective date of this Subcontract shall apply unless otherwise expressly stated in the specifications and drawings. In case of conflict between any referenced standards and codes and any other Subcontract Document, the latter shall govern.

C. Subcontractor shall perform all Work pursuant to this Subcontract as an independent contractor. If any part of the Work is further subcontracted, Subcontractor is responsible for having that further subcontracted Work comply with the terms of this Subcontract. No act or order of BSRA shall be construed to be an exercise of supervision or control of performance hereunder. No provision of this Subcontract and no action taken by BSRA under this Subcontract shall be construed to make or constitute BSRA the employer or joint employer of any of the employees of Subcontractor or any subtier subcontractor.

1.4. **ADMINISTRATION AND ASSIGNMENT**

A. The Company shall make payments under this Subcontract from funds advanced by the Government and agreed to be advanced by DOE, and not from its own assets. This Subcontract may be assigned by the Company to DOE or its designee, and in case of such transfer and notice thereof to the Subcontractor, the Company shall have no further responsibilities hereunder. The Subcontractor shall not assign rights or obligations to third parties without the prior written consent of the Company. However, the Subcontractor may assign rights to be paid amounts due or to become due to a financing institution if the Company is promptly furnished written notice. Payments to Subcontractor or to an assignee shall be subject to set off or recoupment for any present or future claims of the Company against the Subcontractor.

1.5. **ACCEPTANCE OF TERMS AND CONDITIONS**

A. Subcontractor, by signing this Subcontract or delivering the items or supplies or performing services identified herein, agrees to comply with all the terms and conditions and all specifications and other documents that this Subcontract incorporates by reference or that is otherwise identified as an attachment to this Subcontract. The Company hereby expressly and specifically objects to any terms and conditions contained in any acknowledgment of this Subcontract that are different from or in addition to those mentioned in this document. Failure of the Company to enforce any of the provisions of this Subcontract shall not be construed as evidence to interpret the requirements of this Subcontract, nor a waiver of any requirement, nor of the right of the Company to enforce each and every provision. All rights and obligations shall survive final performance of this Subcontract.

B. When the use of a subtier subcontractor is determined to be necessary, the Seller is responsible to f low down those technical and quality requirements determined to be applicable for the activities within its defined scope of work, in accordance with referenced FAR and agency supplemental clauses, codes, standards, material specifications and other requirements identified within the Subcontract.

C. The Seller is furthermore responsible to flow down all applicable terms and conditions, including all clauses, sections and articles incorporated by reference, to all subtier subcontractors, which includes verification that the subtier subcontractor has been appropriately qualified to perform the activities required to satisfy this procurement. The Seller must maintain objective evidence of the successful flow down of the referenced requirements and provide such evidence to BSRA upon request. This f low down is also required at all levels if the subtier subcontractor to the Seller deems it necessary to subcontract further its parts of this BSRA Subcontract.

D. When NQA-1 is invoked as the governing quality standard, the Seller and its applicable subtier subcontractors shall be required to meet the Part 1 Requirements (Sections 100 through 900, as determinedto be applicable) as part of the agreement. NQA-1 Part II will be invoked at the discretion of BSRA and will be detailed as part of the agreement, and if invoked, must be flowed down from the Seller to its applicable subtier subcontractors at all levels. If the Seller or its subtier subcontractors intends to upgrade materials by way of a Commercial Grade Dedication Process, BSRA must be notified of this intent and the proposed process must be verified and approved prior to dedicating any material.

E. The BSRA Procurement Specialist is to be notified in writing, within five (5) working days of any changes within Seller's company as identified below:

(1.) Key quality personnel to include as a minimum:

(a.) Quality Assurance/Quality Control Manager

(b.) Assistant Quality Assurance/Quality Control Manager

(c.) Other critical Quality Assurance/Quality Control personnel

(2.) Quality Assurance Program Revisions

(3.) Seller ownership transfers, buyouts, change-of-control, and

(4.) All identified Nonconformance or Corrective Action Reports associated with BSRA contracts including those issued concerning subtier subcontractors.

1.6. **WARRANTY**

A. Subcontractor warrants that any supplies delivered under this Subcontract shall be free from defects in material and workmanship, of the most suitable grade of their respective kinds for the purpose, and be in accordance with Subcontractor's affirmation, description, sample, or model and compliant with all requirements of this Subcontract. The warranty shall extend until one (1) year after conforming supplies are first placed into service by BSRA or three (3) years after final payment, whichever first occurs.

B. Subcontractor warrants that any services performed under this Subcontract shall reflect the industry standards of professional knowledge and judgment, shall be free from defects in workmanship, and shall be in compliance with all requirements of this Subcontract, until one (1) year from the completion of the Services, or three (3) years after final payment, whichever is sooner. Subcontractor shall correct any nonconformity with this warranty at its sole expense, as directed by BSRA, by promptly

(1.) re-performing the nonconforming Services or

(2.) paying to BSRA a portion of the Subcontract price as is equitable under the circumstances.

C. If any nonconformity with supplies appears within the time set forth in this Section, Subcontractor shall promptly repair or replace such supplies or re-perform services at Subcontractor's election. Transportation of replacement supplies and return of nonconforming supplies and repeat performance of services shall be at Subcontractor's expense. Company shall notify Subcontractor of such nonconformity within a reasonable time after discovery, and Subcontractor shall notify Company of whether it chooses to make repairs or replacements within three (3) working days after Company's notice of nonconformity. If repair or replacement or re-performance of services is not timely, company may elect to return the nonconforming supplies or repair or replace them or re-procure the services at Subcontractor's expense.

D. Implied Warranties – The Subcontractor warrants and implies that the products, supplies, items, or services delivered hereunder are merchantable and fit for use for the particular purpose described in this Subcontract.

E. Latent Defects – In the event the Subcontractor becomes aware of any latent defect(s) in any item(s) furnished under this Subcontract, the Subcontractor shall promptly notify the Company Procurement Specialist. This notice shall provide at a minimum the following information:

(1.) Full Description of the item(s);

(2.) Manufacturer, model and/or part number;

(3.) Complete description of the latent defect;

(4.) Impact of the defect on the operation of the item(s);

(5.) Actions(s) to be taken by BSRA relative to return, re-fit, repair, etc;

(6.) Date of purchase by BSRA; and,

(7.) Applicable BSRA subcontract number

F. In the case of software furnished under this Subcontract, Licensor of such software warrants for a period of one (1) year following the date of this Subcontract that the Software is free of defects and is fit for the purposes intended by BSRA and the Licensor shall provide BSRA with correction of errors found in the original software. Such corrections shall be provided at no cost to the Licensee. If Licensor is called upon by BSRA to undertake error exploration or correction, and such error is found to be caused by BSRA supplied data, modification of Software by BSRA, compiler or operating system characteristics, or any other cause not inherent in the original Software, Licensor may submit a proposal for adjustment in the order price for such services at the Licensor's standard rate then in effect.

1.7. **NEW MATERIALS**

A. Unless otherwise specified in this Subcontract, all items delivered shall consist of new materials. New is defined as previously unused, which may include residual inventory or unused former Government surplus property.

1.8. **SUSPECT/COUNTERFEIT PARTS**

A. Subcontractors/Suppliers shall supply products under this Subcontract that are not and do not contain suspect and/or counterfeit parts. A suspect item is an item in which there is an indication by visual inspection, testing, or other information that it may not conform to established government or industry accepted specifications or national consensus standards or whose documentation, appearance, performance, material, or other characteristics may have been misrepresented by the vendor, supplier, distributor, or manufacturer. A counterfeit item is any item that is a copy or substitute without legal right or authority to do so, or one whose material, performance, characteristics or identity does not appear to be authentic and is verified to be either counterfeit or fraudulent or have been misrepresented. Such verification can be provided by an authorized vendor, supplier, distributor, or manufacturer. Failure by the Subcontractor to document material substitution or identify that an item has been refurbished or remanufactured is considered fraudulent and the item then becomes suspect/counterfeit.

B. If it is determined that a suspect/counterfeit part has been supplied, BSRA will impound the items pending a decision on disposition. The Subcontractor may be required to replace such items with items acceptable to BSRA and shall be liable for all costs relating to the impoundment, removal, and replacement. BSRA may also notify the local Department of Energy Office of Inspector General and reserves the right to withhold payment for the items pending results of the investigation.

1.9. **TITLE AND RISK OF LOSS**

A. Unless otherwise provided in the Subcontract, title to the items purchased under this Subcontract shall pass directly to the Government upon, and the risk of loss or damage to the items shall remain with the Subcontractor until and shall pass to the Company upon:

(1.) If F.O.B. "Shipping Point": completion of delivery to the carrier and any loading by the Subcontractor.

(2.) If F.O.B. "Destination": Completion of delivery or commencement of unloading by the Company at the delivery point.

B. However; (1) if the purchase order provides for formal acceptance of any items by the Company, then title to such items shall pass directly to the Government upon such formal acceptance; and (2) the title and risk of loss or damage to items that are nonconforming shall remain with the Subcontractor until acceptance of the items by the Company as conforming.

1.10. **PAYMENT**

A. Unless otherwise provided, terms of payment shall be net thirty (30) days from the latter of (1) receipt of Subcontractor's proper invoice, if required, or (2) delivery of items/completion of work. Any offered discount shall be taken if payment is made within the discount period that the Subcontractor indicates. Credit and discount periods shall be computed from the date such invoice is so payable to the date BSRA's check is mailed or, for ElectronicFunds Transfer ("EFT"), the specified payment date. Notwithstanding anything herein, BSRA shall be entitled at any and all times to set off against any amounts payable at any time by BSRA hereunder any amount owing from Subcontractor to BSRA under this Subcontract or other orders with Subcontractor. If there are invoice discrepancies, BSRA will relay to the Subcontractor the deficiencies in their invoice within ten (10) days of receipt of the invoice. The invoice will not be acted upon. Receipt of a corrected invoice will re-initiate the aging of the invoice for payment purposes.

B. Overpayments

(1.) If Subcontractor becomes aware of a duplicate invoice payment or that BSRA has otherwise overpaid on an invoice payment, the Subcontractor shall immediately notify BSRA and request instructions for disposition of the overpayment.

1.11. **PAYMENT BY ELECTRONIC FUNDS TRANSFER**

A. Methods of Payment

(1.) All payments by BSRA under this Subcontract shall be made by EFT except as provided in Paragraph (A.)(2.) of this provision. As used in this provision, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2.) In the event BSRA is unable to release one or more payments by EFT, Subcontractor agrees to either:

(a.) Accept payment by check or some other mutually agreeable method of payment; or

(b.) Request BSRA to extend payment due dates until such time as BSRA makes payment by EFT.

B. Mandatory Submission of Subcontractor's EFT Information

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

C. Mechanisms for EFT Payment

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

D. Suspension of Payment

(1.) BSRA is not required to make any payment under this Subcontract until after receipt, by the designated office, of the correct EFT payment information from Subcontractor. Until receipt of the correct EFT information, any invoice or subcontract-financing request shall be determined not to be a proper invoice for the purpose of payment under this Subcontract.

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

E. Payment Information

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

F. Liability for Uncompleted or Erroneous Transfers

(1.) If an uncompleted or erroneous transfer occurs because BSRA used the Subcontractor's EFT information incorrectly, BSRA remains responsible for –

(a.) Making a correct payment; and

(b.) Recovering any erroneously directed funds.

(2.) If an uncompleted or erroneous transfer occurs because Subcontractor's EFT information was incorrect, or was revised within thirty (30) days of BSRA release of the EFT payment transaction instructions to the bank, and;

(a.) If the funds are no longer under the control of the payment office, BSRA is determined to have made payment and the Subcontractor is responsible for recovery of any erroneously directed funds; or

(b.) If the funds remain under the control of the payment office, BSRA shall not make payment and the provisions of paragraph D shall apply.

1.12. **SOUTH CAROLINA TAX REQUIREMENTS FOR NONRESIDENTS**

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

1.13. **COMPLIANCE**

A. Subcontractor shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations, including new provisions of 10 CFR 851 relating to Health and Safety. Compliance shall be a material requirement of this Subcontract.

B. This Subcontractor shall abide by the requirements of 41 CFR 60-741.5 (a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Subcontractors/Suppliers to employ and advance in employment qualified individuals with disabilities.

C. This Subcontractor shall abide by the requirements of 41 CFR 60-300.5 (a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime Subcontractors/Suppliers to employ and advance in employment qualified protected veterans.

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

E. Subcontractor warrants that each and every chemical substance delivered under this Subcontract shall, at the time of sale, transfer or delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section 8(b) of the Toxic Substances Control Act (Public Law 94-469). (Ref. Toxic Substances Control Act of 1976)

(Paragraphs F-L applies to Staff Augmentation Services)

F. Subcontractor – Staff Augmentation Services

(1.) Subcontractors/Suppliers shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations, including provisions of 10 CFR 851.

(2.) Compliance shall be a material requirement of this Subcontract. Upon request by BSRA, Subcontractor shall produce documentation of compliance with all laws and regulations pertaining to the Service Contract Act (SCA) of 1965, as Amended (29 CFR Part 541).

(3.) Except as otherwise directed by BSRA, Subcontractor shall procure without additional expense to BSRA, all necessary permits or licenses. DEAR Clause 970.5223-1 Integration of Environment, Safety, and Health into Work Planning and Execution (DEC 2000) is incorporated into the this Subcontract by reference. Compliance by Subcontractor to BSRA's Worker Safety and Health Program (WSHP) [as implemented by Integrated Safety Management System (ISMS)] shall satisfy the requirements of this DEAR clause and 10 CFR 851.

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

H. Upon assignment, BSRA will be responsible to provide Staff Augmentation employees with a medical evaluation. In addition, BSRA will be responsible for an exit medical evaluation, when required, on employees with known occupational illnesses or injuries and/or documented or presumed exposure and when required by OSHA regulations. All diagnostic /monitoring exams and return to work (after an absence of 24 work hours) exams are to be provided through the Subcontractor.

I. Medical results will be provided to the staff augmentation employees.

J. The on-site Medical Surveillance program will be provided by BSRA Medical or a third-party designee based on the work scope hazards. The Subcontractor's corporate occupational medicine program must be in compliance with all other 10 CFR 851 requirements.

K. Site Reporting Requirements.

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

(a.) Operational emergencies,

(b.) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,

(c.) Any on–the-job injury where a Subcontractor employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately,

(d.) Any violation of Lockout/Tagout controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury,

(e.) Fires/explosions,

(f.) Hazardous energy control failures,

(g.) Operations shutdown directed by management for safety reasons,

(h.) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.,

(i.) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations,

(j.) Loss damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),

(k.) Spread of radioactive contamination or loss of control of radioactive materials,

(l.) Personnel radioactive contaminations or exposures, and

(m.) Violations of procedures.

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

M. When Subcontractor 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 Subcontract, the Subcontractor shall demonstrate a culture of respect, including having a written policy on Respect in the Workplace; and shall be made available upon request.

1.14. **TERMINATION FOR CONVENIENCE**

A. BSRA may, in its sole discretion, terminate the Subcontract or any part hereof for its sole convenience, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Subcontractor a written notice of termination. Upon receipt of a notice of termination, the Subcontractor shall, unless the notice requires otherwise, discontinue all performance on the date and to the extent specified in the notice, and shall otherwise minimize costs to the Company. Payment for items already completed or in the process of completion, shall be adjusted between the Subcontractor and the Company in a fair and reasonable manner, but such payment shall exclude any allowance for the uncompleted portion of the items, or any anticipated profits thereon. Such payment for items already completed or in the process of completion shall be the total compensation due to the Subcontractor for termination at will by the Company. If this is an order for Software, BSRA shall pay to Licensor any fees due under the terms of this Subcontract licensed up to the date of termination but shall have no further liability.

1.15. **TERMINATION FOR CAUSE**

A. BSRA may terminate this Subcontract for cause, in whole or in part, in the event of any default by Subcontractor, or if the Subcontractor fails to comply with any of the terms of this Subcontract or fails to provide adequate assurance of future performance. In that event, BSRA shall not be liable for any amount for items or work not accepted.

B. If this Subcontract is terminated for cause, BSRA may require Subcontractor to deliver to BSRA any supplies and materials, manufacturing materials, and manufacturing drawings that Subcontractor has specifically produced or acquired for the terminated portion of this Subcontract. BSRA shall pay the agreed-upon price for completed items delivered and accepted. BSRA and Subcontractor shall agree on the amount of payment for all other deliverables.

C. Subcontractor shall not be liable to BSRA for delays in performance occasioned by unforeseeable events or causes beyond Subcontractor's reasonable control and without its fault or negligence, including but not limited to acts of God or of the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of Subcontractor's subtier subcontractors at any tier. However, the delays of Subcontractor's subtier subcontractors at any tier must be proved to be unforeseeable, beyond the control of both Subcontractor and its subtier subcontractors and without fault or negligence of either.

(Paragraph D allies to all Software Related Subcontracts)

D. If this Subcontract is for Software, as defined herein, either party may, by written electronic notice, terminate this Subcontract, in whole or in part without liability therefore if such other party fails to perform in accordance with any provision hereof; provided, however, that in the event of a termination under this paragraph D, the terminating party shall first have given the other party a written electronic notice specifying the failure complained of and thirty (30) days to cure such failure. In the event of termination of the Subcontract in whole or in part, BSRA will destroy or return to Licensor all affected Software and documentation and all copies thereof.

E. The rights and remedies of BSRA in this clause are in addition to any other rights and remedies provided by law or under this Subcontract.

1.16. **BANKRUPTCY**

A. In addition to the rights set forth in the "Termination" clauses incorporated into this Subcontract, BSRA may terminate this Subcontract for default, in whole or in part, by written notice to Subcontractor if either Subcontractor becomes insolvent or makes a general assignment for the benefit of creditors, or a petition under any bankruptcy act or similar statute is filed by or against Subcontractor and not vacated within ten (10) days after it is filed. If the Subcontractor enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the BSRA Procurement Specialist responsible for administering this Subcontract within five (5) days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the BSRA subcontract/order numbers for which final payment has not been made.

1.17. **TAXES**

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

1.18. **CHANGES**

A. BSRA reserves the right to make changes within the general scope of this Subcontract by issuance of a unilateral change order, or by a bilateral modification to this Subcontract. Such changes may include, without limitation, changes in

(1.) the description of the items to be delivered or services to be performed;

(2.) the quantities of items ordered;

(3.) the method of shipment or packaging, and

(4.) the time or place of delivery, inspection, and/or acceptance.

The Subcontractor shall promptly comply with any such change made by BSRA. If any change affects the cost of or the time required for performance, an equitable adjustment to the price and/or delivery requirements and other affected provisions of the Subcontract shall be made by the parties in a bilateral modification to this Subcontract. For any change, whether directed or constructive, Subcontractor must assert any request for equitable adjustment under this section in writing, together with such supporting information as BSRA may require, electronically and within thirty (30) days from the date of Subcontractor's first knowledge of the change, or Subcontractor's right to assert such request for equitable adjustment shall be waived. Failure to agree to any equitable adjustment shall constitute a dispute within the meaning of the "Resolution of Disputes" clause of this Subcontract. However, nothing in this section shall excuse Subcontractor from proceeding with performing the Subcontract as changed.

1.19. **SUSPENSION**

A. BSRA may, for any reason, direct the Subcontractor to suspend performance of any part of or all of the performance of this Subcontract for an indefinite period of time. If any such suspension significantly delays the progress of or causes the Subcontractor additional direct expenses in the performance of the Subcontract, not due to the fault or negligence of the Subcontractor, the compensation to the Subcontractor shall be adjusted by a modification to this Subcontract on the basis of the additional direct expenses, exclusive of profit, incurred by the Subcontractor to perform the Subcontract and the time of performance of the Subcontract shall be extended by the actual duration of the suspension. Any claim by the Subcontractor for compensation of a schedule extension must be supported by an appropriate document asserted within ten (10) days from the date an order is given to the Subcontractor to resume the performance of the Subcontract.

1.20. **SUBCONTRACTOR'S LIABILITY FOR FINES AND PENALTIES**

A. Subcontractor is liable to BSRA for all fines and penalties assessed by any governmental entity against BSRA or DOE as a result of Subcontractor's failure to perform its work under this Subcontract in compliance with the requirements of this Subcontract.

B. Subcontractor shall indemnify, defend and hold harmless BSRA and DOE from and against any and all claims, demands, actions, causes of action, suits, damages, expenses, including attorney's fees, and liabilities whatsoever resulting from or arising in any manner on account of the assessment of said fines and penalties against BSRA or DOE.

1.21. **UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)**

A. In the performance of this order, the Subcontractor is responsible for complying with the following requirements and for flowing down all requirements to its subtier subcontractors.

B. The Subcontractor ensures that access to Unclassified Controlled Nuclear Information ("UCNI") is provided to only those individuals authorized for routing or special access (DOE O 471. 1B.). Subcontractor may provide access to material or data containing UCNI utilized in the performance of this Subcontract only to employees who are citizens of the United States.

C. The Subcontractor ensures that matter identified as UCNI is protected in accordance with the instructions contained in DOE O 471.1B.). Any material or data containing UCNI which is stored on computer systems must be protected, and the protective measures and/or policies must be specified in a Computer Protection Plan approved by the BSRA Computer Security organization. Adherence to the Plan is required during the performance of this Subcontract.

D. Material or data containing UCNI shall be disposed of in a manner as described in DOE O 471. 1B. At a minimum, UCNI matter must be destroyed by using strip cut shredders that result in particles of no more than 1/4-inch-wide strips. Documents containing UCNI may also be disposed of in the same manner that is authorized for Subcontractor disposition of other classified material or data. If the above disposal methods are not available to the Subcontractor, the Subcontractor may return the UCNI matter to the STR/End User for disposition, with the prior approval of the STR/End User.

E. The Subcontractor shall report to the BSRA Security Office or the BSRA Procurement Representative any incidents involving the unauthorized disclosure of UCNI.

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

G. If the Subcontractor has a formally designated Classification Officer, the Classification Officer –

(1.) Serves as a Reviewing Official for information under his/her cognizance;

(2.) Trains and designates other Reviewing Officials in his/her organization, subordinate organizations, and subtier subcontractors and maintains a current list of all Reviewing Officials; and

(3.) May overrule UCNI determinations made by Reviewing Officials under his/her cognizance.

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

1.22. **FOREIGN NATIONALS**

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

A. The Subcontractor shall obtain the approval of BSRA, in writing, electronically, prior to any visit to a DOE or BSRA facility by any Foreign National or Dual Citizen in connection with work being performed under this Subcontract, in accordance with the requirements of DOE Subcontract 142.3, Unclassified Foreign Visits and Assignments Program. Visits are normally for the purpose of technical discussions, orientation, observation of projects or equipment, training, subcontract service work, including delivery of materials, or for courtesy purposes. The term "visit" also includes officially-sponsored attendance at a DOE or BSRA event off- site from the DOE/BSRA facility, but does not include off-site events and activities open to the general public. Subcontractor should be aware that required forms and documents necessary for approval of visits by Foreign Nationals should be submitted to the BSRA Procurement Specialist at least four (4) to six (6) weeks prior to the visit, depending on the nationality of the individual and the areas to be visited. Forms can be obtained from the BSRA Procurement Specialist.

B. In addition, the Subcontractor shall obtain the approval of the BSRA Procurement Specialist, in writing 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. Such approvals will be processed in accordance with the requirements of DOE Subcontract 142.3

C. In the performance of off-site work, Foreign Nationals only incidentally involved with a BSRA Subcontract, and who have no knowledge that their activities are associated with BSRA Subcontract work, are exempt from the above.

D. If the statement of work is accompanied by an approved Exception from Foreign National Information Requirements form, this subcontract does not require the subcontractor to provide foreign national information that would otherwise be required by DOE Subcontract 142.3a.

E. In the performance of work, Country of Risk foreign nationals/dual citizens may be restricted from accessing technology, information, or certain areas.

1.23. **ACCESS TO DOE OWNED OR LEASED FACILITIES**

(NOTE: Section applies if employees of Subcontractor will require physical access to DOE-owned or leased facilities)

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

B. The Subcontractor shall assure:

(1.) Compliance with procedures established by DOE and BSRA in providing its employees with any forms directed by DOE or BSRA;

(2.) Employees properly complete any forms;

(3.) Employees submit the forms to the person designated by the BSRA Procurement Specialist;

(4.) Employees cooperate with DOE and BSRA officials responsible for granting access to DOE-owned or leased facilities; and

(5.) Employees provide additional information requested by those DOE/BSRA officials.

C. The Subcontractor 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 BSRA that an employee's application for a security badge is or will be denied, the Subcontractor shall promptly identify and submit the appropriate forms for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Subcontractor any Subcontractor claim against DOE or BSRA.

D. Subcontractor shall return to the BSRA Procurement Specialist, or designee, the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Subcontractor's employee(s) upon:

(1.) Termination of this Subcontract;

(2.) Expiration of this Subcontract;

(3.) Termination of employment on this Subcontract by an individual employee; or

(4.) Demand by DOE/BSRA for return of the badge

E. The Subcontractor shall include this clause, including this paragraph E. in any subtier subcontracts, awarded in the performance of this Subcontract, in which an employee(s) of the subtier subcontractor will require physical access to DOE-owned or leased facilities.

1.24. **WORKPLACE SUBSTANCE ABUSE PROGRAMS**

A. Fitness for Duty

(1.) Subcontractor and its subtier subcontractors are required to comply with this Workplace Substance Abuse Program Article, which addresses the Subcontractor portion of BSRA "Workplace Substance Abuse Program Plan." The Subcontractor shall advise employees and subtier subcontractors that it is the policy of BSRA 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 BSRA work sites are free of illegal drugs and alcohol, all personnel and Subcontractor 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 employee who is found in violation of the policy may be removed or barred from the site.

(2.) The Subcontractor agrees to advise its employees and subtier subcontractors of the above policy prior to assignment to the Site and to maintain documentation that such advice has been given.

B. Substance Testing

(1.) BSRA will collect oral swab specimens or urine specimens when Subcontractor employees are processed for badging. The specimen collection will be performed at SRS or one of the third party collection facilities contracted by BSRA to perform collections. BSRA 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 will be notified and shall arrange for an "Exit Conference". The Subcontractor then agrees to promptly remove such individual from the Savannah River Site (SRS) and return the badge to the BSRA 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 BSRA to perform Breath Alcohol Tests. In the event of "positive" findings, the Subcontractor will be notified and shall arrange for an "Exit Conference". The Subcontractor then agrees to promptly remove such individual from the Savannah River Site (SRS) and return the badge to the BSRA Badge Office.

(3.) The Subcontractor agrees to advise its employees and subtier subcontractors that it is the policy of BSRA that:

(a.) 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;

(b.) 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;

(c.) 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;

(d.) 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 BSRA. As used herein, "SRS premises" means the property, leased or otherwise, including owned project site locations in which BSRA business is being conducted, and owned or rented vehicles and/or equipment is being operated.

The Subcontractor agrees to secure the written consent of employees to release results of substance abuse tests (breath alcohol and urine) to the designated BSRA representative.

(4.) The Subcontractor agrees to comply with and secure the compliance of its employees and subtier subcontractors of random, occurrence and/or for cause substance abuse testing. In the event of "positive" findings, the Subcontractor will be notified and shall arrange for an "Exit Conference". The Subcontractor then agrees to promptly remove such individual from the Savannah River Site (SRS) and return the badge to the BSRA Badge Office. Any positive finding will result in denial of site access for 12 months for the Subcontractor 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.

C. Occurrence testing additionally requires the following:

(1.) 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. BSRA will require the Subcontractor to have their employees drug and alcohol tested on the day of the injury, illness or incident.

(2.) Subcontractor'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.

D. Suitability for Employment

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

(2.) Subcontractor employees will be issued a photo badge and allowed site access on the first reporting day. In the event a Subcontractor employee subsequently fails to successfully complete the background investigation, the Subcontractor agrees to remove promptly such individual from the site and to return the badge to the BSRA Badging Office.

(3.) Subcontractor 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.

1.25. **BADGING REQUIREMENTS**

A. Photo Badge

(1.) Subcontractor employees may be issued a site access photo badge for a period not to exceed one year. To obtain a Photo Badge, Subcontractor employees and any subtier subcontractor employees must be processed through BSRA's Subcontract Badging Procedure and are subject to investigation by Governmental authorities. All badges must be returned or accounted for prior to final payment. All Subcontractor 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 employees and any subtier subcontractor employees shall complete Subcontractor Employee Data Sheet and Fingerprint Cards. If a long-term badge is required (period greater than six (6) months) the employee will also be required to complete Standard Form (SF) 85, "Questionnaire for Non-Sensitive Positions", and form Optional Form 306, "Declaration for Federal Employment". These forms are required for the Governments use in conducting background investigations per Homeland Security Presidential Directive HSPD-12. Copies of these forms are available on the SRNL Internet Home Page or from the Procurement Specialist.

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

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

(i.) Subcontract Number;

(ii.) Subcontractor Employee Name;

(iii.) Subcontractor Employee Address;

(iv.) Subcontractor Employee Social Security Number;

(v.) Subcontractor Employee Date of Birth;

(vi.) Subcontractor Employee's Phone Number;

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

(c.) Each Subcontractor employee must successfully pass General Employee Training (GET) prior to undergoing the Photo Badging procedure. See Article titled "General Employee Training and Annual Refresher Training for Subcontract Employees". GET should be scheduled through the STR or End user

well in advance of the desired date in order to assure placement. GET and the exam are to be completed by the employee who is being badged and without the use or help from others, study materials, or notes.

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

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

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

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

(1.) Temporary badges are valid for a maximum of ten (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 shall transmit the following information to the STR/End User:

(a.) Subcontract Number;

(b.) Subcontractor Employee Name;

(c.) Subcontractor Employee Address;

(d.) Subcontractor Employee Social Security Number;

(e.) Subcontractor Employee Date of Birth;

(f.) Subcontractor Employee's Phone Number;

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

(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 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 I9, copy available on the BSRA Internet Home Page. At least one of the documents selected from the list must be a valid State or Federal government-issued picture ID.

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

D. If the Subcontractor or any subtier subcontractor should independently suspend or remove an employee from work at the Savannah River Site (SRS) for unsafe acts or behavior, the Subcontractor 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.

1.26. **SOFTWARE LICENSE**

A. Licensor hereby grants to BSRA a nonexclusive, transferable license to use the Software subject to the following terms, conditions, and restrictions:

(1.) The license granted under this Subcontract authorizes BSRA to unlimited use of the Software in any machine-readable form on the single central processing unit (hereinafter referred to as "CPU"), or multiple central processing units controlled by a single operating system (together referred to as "CPU") designated by type, serial number, and location as follows:

TYPE:	
SERIAL NO.	
LOCATION	

(2.) If the CPU designated in paragraph A. becomes inoperative due to malfunction, preventive maintenance, or engineering changes, Software may be temporarily transferred to a backup CPU until the designated CPU is restored to operative status.

(3.) The BSRA acknowledges that Licensor considers Software to contain proprietary data and as such BSRA agrees that, during the term of this Subcontract and for a period of one year following termination of this Subcontract, to treat Software with the same degree of caution, care, and confidentiality as it treats its own proprietary information and in accordance with the provisions of this Subcontract, except that such obligations shall not extend to any information or technical data relating to Software which is now available to the general public or which later becomes available to the general public by acts not attributable to BSRA and its employees. All such proprietary data shall be so identified and marked by Licensor at the time it is conveyed to BSRA. Except as may be required for Licensee's own archival purposes, BSRA shall not knowingly make or allow others to make copies or reproductions of the Software in any form without written electronic consent of Licensor.

(4.) Use of Software shall be limited to work under Licensee's Contract (#**89303321-CEM-000080**) with the Department of Energy (DOE), and any transfers are limited to DOE or successor contractors.

1.27. **WAIVER OF BENEFITS**

(STAFF AUGMENTATION SUBCONTRACTS ONLY)

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

1.28. **COMPLIANCE WITH DIESEL EMISSION REDUCTION ACT (DERA)**

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

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

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

1.29. **INSPECTION EXCEPTION FOR THORIATED TUNGSTEN ELECTRODES**

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

1.30. **DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS**

A. This Subcontract is a/an ____ rated order certified for national defense, emergency preparedness, and energy program use, and the Subcontractor shall follow all the requirements of the Defense Priorities and Allocations System Regulation. (15 CFR 700). Should any applicable DPAS regulations pertaining to acceptance and rejection of rated orders (see 15 CFR 700.13), preferential scheduling (see 15 CFR 700.14), extension of priority ratings (see 15 CFR 700.15) changes or cancellations of

priority ratings and rated orders (see 15 CFR 700.16) use of rated orders (see 15 CFR 700.17), and limitations on placing rated orders (see 15 CFR 700.18) conflict with this Agreement, then the DPAS will control.

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

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

1.31. **DOE O 442.2 DIFFERING PROFESSIONAL OPINIONS FOR TECHNICAL ISSUES INVOLVING ENVIRONMENTAL, SAFETY AND HEALTH**

A. Subcontractors and any subtier subcontractor 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 Subcontractor and any subtier subcontractor must:

(1.) Ensure that all Subcontractor and any subtier subcontractor 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 0 442.2 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 and any subtier subcontractor employees from reprisal or retaliation for reporting a DPO.

(3.) Provide Subcontractor and any subtier subcontractor 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.

1.32. **EXPORT CONTROL**

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

1.33. **CONFIDENTIALITY OF INFORMATION**

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

(1.) Information which is or becomes available to the public through no fault of the Subcontractor;

(2.) Information which the Subcontractor can demonstrate by written record was previously known to them and was not acquired directly or indirectly from the government or other companies subject to any obligations of confidentiality;

(3.) Information which the Subcontractor can demonstrate by written record was independently developed by the Subcontractor independent of any disclosure under this Subcontract.

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

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

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

E. The obligations of this section shall survive completion of the Subcontract.

1.34. **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 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 and its subtier subcontractors must meet the following requirements.

A. GENERAL REQUIREMENTS

(1.) Subcontractor, and its subtier subcontractors, 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.

(2.) Subcontractor, and its subtier subcontractors', 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.

(3.) 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.

(4.) 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.

(5.) The following issues are exempt from reporting to the OIG:

(a.) 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 BSRA, site security, and Federal, State, or local law enforcement authorities in accordance with DOE or local site guidance.

(b.) 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 BSRA Counterintelligence.

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

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

(b.) Professional disagreements of opinion;

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

(d.) Security infractions;

(e.) Employee grievances and disputes among employees;

(f.) Prohibited personnel practices;

(g.) 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;

(h.) Failure to pay legitimate debts;

(i.) Equal employment opportunity complaints (including sexual harassment complaints);

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

(k.) Theft of personal property; and

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

B. SPECIFIC CONTRACTOR REQUIREMENTS.

(1.) In accordance with Federal Acquisition Regulation (FAR) clause 52.203- 13, the Subcontractor and its subtier subcontractors 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 Subcontractor and its subtier subcontractors has credible evidence that a principal, employee, agent, or subtier subcontractor of the Subcontractor and/or its subtier subcontractors has committed:

(a.) 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

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

(2.) Notify Subcontractor's and its subtier subcontractors' employees annually of their duty to report actual or suspected violations of law, rule, or regulation outlined above.

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

(4.) Subcontractor and its subtier subcontractors' personnel with appropriate authority may gather additional information prior to reporting the matter to the OIG, provided:

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

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

(5.) 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 three (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.

(6.) Ensure that no nondisclosure policy, directive, form, or agreement is implemented or enforced that restricts Subcontractor' and its subtier subcontractors' 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.

(7.) Ensure that no Subcontractor and its subtier subcontractor employee with authority takes or threatens to take any action against any Subcontractor and its subtier subcontractor 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.

(8.) 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 and its subtier subcontractor employee for making a complaint or disclosing information to a supervisor, management official, the OIG, or other appropriate authority.

1.35. **CONTRACTOR REQUIREMENTS DOCUMENT DOE O 221.2A, COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL**

The Subcontractor and their subtier subcontractors must meet the following requirements

A. GENERAL REQUIREMENTS

(1.) Subcontractor 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.

B. SPECIFIC REQUIREMENTS

(1.) Subcontractor 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 BSRA employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

1.36. **DOE O 486.1A, FOREIGN GOVERNMENT SPONSORED OR AFILIATED ACTIVITIES**

Note: This section applies to Research & Development or Demonstration subcontracts, at any tier, to the extent necessary to ensure the Subcontractor's or subtier subcontractors' compliance with the requirements, where the Subcontractor'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.

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

B. 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 BSRA 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 BSRA/DOE to determine if any disclosed or otherwise identified activity falls within the boundaries of prohibited and/or restricted activities.

(4.) Upon notification to BSRA 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 Subcontract.

ARTICLE 2

ARTICLE APPLIES TO THE SUBCONTRACT UNLESS OTHERWISE SPECIFIED

2.1. **INCORPORATION BY REFERENCE**

A. Incorporation of Special Contract Requirements (Section H), FAR, DEAR Clauses, and DOE Orders and Directives.

(1.) The Special Contract Requirements (Section H) of the BSRA Prime Government Contract **89303321-CEM-000080** ("Prime Government Contract"), Federal Acquisition Regulations (FAR) and Department of Energy Acquisition Regulation Supplement (DEAR) clauses referenced below are incorporated herein, with the same force and effect

as if they were given full text, and are applicable, including any notes following the clause citation, to this Subcontract.

(2.) The full text of any FAR or DEAR clause may be accessed electronically at the following addresses, respectively:

(a.) https://www.acquisition.gov/?q=browsefar

(b.) http://www.energy.gov/management/downloads/searchable-electronicdepartmentenergy-acquisition-regulation

(c.) The full text of any Section H clause may be accessed electronically at [https://www.energy.gov/srs/articles/battelle-savannah-river-alliance-llc-contract].

(3.) If the date or substance of any of the clauses listed in the Subcontract between Seller and BSRA or the date or substance of any clauses listed below is different than date or substance of the clause actually incorporated in the BSRA's Prime Contract No. **89303321-CEM-000080** referenced herein, the date or substance of the clause incorporated by said Prime Government Contract shall apply instead. The Contracts Disputes Act shall have no application to this Subcontract. Any reference to a "Disputes" clause shall mean the "Resolution of Disputes" clause of this Subcontract. Subcontractor shall flow down to its lower-tier subcontractors and suppliers all applicable Section H, FAR, or DEAR clauses and any other requirements of this Subcontract and applicable law so as to enable and ensure that BSRA and Subcontractor comply with all applicable requirements of BSRA's Prime Contract.

(4.) All clauses that are not applicable to performance of this Subcontract are self-deleting. For certain clauses, BSRA has provided language describing the circumstances in which the Section H, FAR, or DEAR clauses apply to this Subcontract. This parenthetical language may not encompass all situations where the Section H, FAR, or DEAR clauses apply and Subcontractor is responsible for confirming whether the Section H, FAR, or DEAR Clauses are applicable to this Subcontract.

(5.) It is intended by the Parties that these Section H, FAR, or DEAR clauses shall apply to Subcontractor in such manner as is necessary to reflect the position of Subcontractor as a subcontractor to BSRA, and to insure Subcontractor's obligations to BSRA and to the Government, and to enable BSRA to meet its contractual obligations to the Federal Government.

2.2. **GOVERNMENT SUBCONTRACT**

A. This Subcontract is entered into by the parties in support of a U.S. government contract.

B. Where necessary to derive the proper meaning under any applicable FAR and DFARS clauses, the terms as used in the FAR and DEAR clauses referenced below, as applicable, have the following meaning:

(1.) "Commercial item" means a commercial item as defined in FAR 2.101.

(2.) "Contract" means this Subcontract.

(3.) "Contracting Officer" means the BSRA's Procurement Specialist.

(4.) "Contractor" and "Offeror" means the Seller, which is the party identified on the face of the Subcontract with whom BSRA is contracting, acting as the immediate subcontractor to BSRA.

(5.) "FAR" means the Federal Acquisition Regulation, used as Chapter 1 of Title 48, Code of Federal Regulations.

(6.) "Incumbent" or "previous contractor" means Savannah River Nuclear Solutions, LLC or SNRS, the company that performed as the contractor under the predecessor DOE M&O prime contract.

(7.) "Laboratory" or "Savannah River National Laboratory" or "SRNL" means the subject contract performance site composed of Government-owned and leased buildings and research facilities.

(8.) "Prime Contract" means the M&O contract between the U.S. government and Battelle Savannah River Alliance, LLC Contract No. 89303321-CEM-000080.

(9.) "Subcontract" means any contract placed by the Contractor or lower-tier subcontractors under this Subcontract.

C. As an exception to the foregoing, the terms "Government" and "Contracting Officer" do not change in the following circumstances:

(1.) when a right, act, authorization or obligation can be granted or performed only by the Government or a Government Contracting Officer or his/her duly-authorized representative;

(2.) in the phrases "Government Property," "Government-Furnished Property," "Government Furnished Material," and "Government-Owned Property;"

(3.) in the Patent Rights clauses incorporated therein, if any;

(4.) when title to property is to be transferred directly to the Government;

(5.) when access to proprietary financial information or other proprietary data is required, except as otherwise provided in this Subcontract; and

(6.) where specifically modified in this Subcontract.

D. Substitute the following party names in all FAR and DEAR clauses, as applicable:

(1.) "BSRA" for "agency," "government," "Department of Energy," "DOE," "Department," or "United States;" [or similar term];

(2.) "BSRA Procurement Specialist" for "Contracting Officer," "Administrative Contracting Officer," and "ACO;" and

(3.) "Supplier" or "Subcontractor" for "Contractor" or "offeror."

E. Any communication/notification required under a FAR or DEAR clause from/to the Contractor to/from the Contracting Officer shall be made through BSRA, unless otherwise indicated.

2.3. **AMENDMENT REQUIRED BY PRIME CONTRACT**

A. The Parties hereby agree to amend Section to include any additional or revised FAR/DEAR Clauses incorporated in BSRA's Prime Contract that are applicable to the performance of this Subcontract. Subcontractor agrees that, upon the request of BSRA, it will negotiate in good faith with BSRA relative to amendments to this Subcontract to incorporate additional provisions herein or to change provisions hereof, as BSRA may reasonably deem necessary in order to comply with the provisions of the BSRA Prime Contract or with the provisions of amendments to the BSRA Prime Contract. If any such amendment to this BSRA causes an increase or decrease in the cost of, or the time required for, performance of any part of the Services under this Subcontract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Subcontract.

2.4. **SECTION H SPECIAL CONTRACT REQUIREMENTS OF BSRA PRIME GOVERNMENT CONTRACT**

A. CLAUSES INCORPORATED BY REFERENCE

(1.) The following Section H clauses apply to this Subcontract:

H.08 DOE-H-7009	ADDITIONAL DEFINITIONS (SEP 2017)
H.14 DOE-H-7016	NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS (SEP 2017)
H.15 DOE-H-7017	APPLICATION OF DOE CONTRACTOR REQUIREMENTS DOCUMENTS (SEP 2017)
H.16 DOE-H-7018	EXTERNAL REGULATION (SEP 2017)
H.25 DOE-H-2080	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES
H.26 DOE-H-7025	LABOR RELATIONS (SEP 2017) (REVISED)
H.29 DOE-H-7028	LOBBYING RESTRICTION (SEP 2017)
H.30 DOE-H-7029	INTELLECTUAL AND SCIENTIFIC FREEDOM (SEP 2017)
H.45 DOE-H-2021	WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014) (REVISED)
H.50 DOE-H-2045	CONTRACTOR COMMUNITY COMMITMENT (OCT 2014)
H.53 DOE-H-2053	WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)
H.56 DOE-H-2064	USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD-PARTY SERVICES – ALTERNATE II (OCT 2014)
H.57 DOE-H-2066	SAFEGUARDS AND SECURITY PROGRAM – ALTERNATE 1 (OCT 2014)
H.62 DOE-H-2047	FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014) (REVISED) (applicable to subcontracts where on-site work may be required and where site closure may impact or prevent subcontract work)
H.67 DOE-H-2062	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL - ALTERNATE I (OCT 2014) (applicable to all subcontracts that contain FAR 52.204- 9, Personal Identity Verification of Contractor Personnel)
H.68 DOE-H-2063	CONFIDENTIALITY OF INFORMATION (OCT 2014)
H.69 DOE-H-2069	PAYMENTS FOR DOMESTIC EXTENDED PERSONNEL ASSIGNMENTS (OCT 2014) (REVISED)

(2.) The following Section H clauses apply to this Subcontract, if the value of this Subcontract exceeds the simplified acquisition threshold (as defined in FAR 2.101):

H.48 DOE-H-2035	ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014) (REVISED) (applicable to all subcontracts over SAT when subcontractor performance will involve advisory and assistance services, as defined in FAR 2.101.)

(3.) The following Section H clauses apply to this Subcontract, if the value of this Subcontract exceeds $15,000:

H.10 DOE-H-7011	CONTRACTS FORMATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $15,000 (SEP 2017)

(4.) The following Section H clauses apply to this Subcontract, if the value of this Subcontract exceeds $2,000,000:

H.65	N/A FACILITIES CAPITAL COST OF MONEY. (If during the performance of the contract the Contractor wishes to claim facilities capital cost of money as an allowable cost, the Contractor shall submit, for approval of the Procurement Specialist, a proposal for each specific project, including Form CASB- CMF which shows the calculation of the proposed amount (see FAR 31.205-10).)

(5.) The following Section H clauses apply to this Subcontract as indicated:

H.07 DOE-H-7008	PRIVACY ACT RECORDS (SEP 2017) (applicable to services subcontracts and Subcontracts requiring "Systems of Records" for individuals)
H.11 DOE-H-7013	SOURCE AND SPECIAL NUCLEAR MATERIAL (SEP 2017) (applicable to subcontracts involving the control of and accounting for source and special nuclear material)
H.24 DOE-H-7026	ADDITIONAL LABOR REQUIREMENTS (SEP 2017) (Revised) (applicable to construction contracts)
H.32 DOE-H-7031	INFORMATION TECHNOLOGY ACQUISITIONS (SEP 2017) (applicable to information technology acquisitions)
H.49 DOE-H-2044	SAFETY DATA SHEET AVAILABILITY (OCT 2014) (REVISED) (applicable to subcontracts if the subcontract will require the delivery of hazardous materials as defined in FAR 23.301)
H.51 DOE-H-2048	PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)
H.55 DOE-H-2059	PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS (OCT 2014) (applicable to subcontracts involving work that may result in discovery or require protection of antiquities)
H.59 DOE-H-2072	USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014) (applicable to subcontracts where Government-owned and/or leased vehicles are contemplated to be provided for use by subcontractor employees)
H.73	N/A REAL PROPERTY ASSET MANAGEMENT (applicable to all subcontracts related to real property asset planning, real estate maintenance, disposition planning, long-term stewardship and value engineering)
H.84	H.84 Contractor's Obligations Regarding Funding Opportunity Announcement DE-FOA-0003612 Genesis Mission (July 2026) [MOD 213] (Full Text Shall be Attached to Subcontract When Applicable) (Applicable to Subcontracts whose funding is attributed to the Genesis Mission)

2.5. **FEDERAL ACQUISITION REGULATION (FAR) FLOWDOWNS**

A. CLAUSES INCORPORATED BY REFERENCE

(1.) The following FAR clauses apply to this Subcontract:

FAR 52.202-1	DEFINITIONS (NOV 2013)
FAR 52.203-3	GRATUITIES (APR 1984)
FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

FAR 52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY SUBCONTRACTS OR STATEMENTS (JAN 2017)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-18	COMMERCIAL AND GOVERNMENTENTITY CODE MAINTENANCE (JUL 2016) [consider flowing down as applicable to all subcontractors in accordance with the security requirement under FAR 52.204-2/DEAR 952.204-2, as indicated in subsection (f)]
FAR 52.204-19	"INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)" [(applicable to all subcontractors, notwithstanding particular subcontract type, unless subcontractor is not required to maintain SAM registration and CAGE codes)]
FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (AUG 2019)
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
FAR 52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) [(applicable to all subcontractors, notwithstanding particular subcontract type)]
FAR 52.211-5	MATERIAL REQUIREMENTS (AUG 2000) (applicable to subcontracts requiring virgin material or supplies composed of or manufactured from virgin material)
FAR 52.211-15	"DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (APR 2008) (applicable to all subcontracts that are rated orders under DPAS)
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
FAR 52.219-28	POST AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (JUL 2013) (applicable to all subcontractors that are small business concerns as defined in the clause,)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019) (Sub-section (h) of this clause only applies if the contract is for supplies, other than commercially available off -the-shelf items, acquired outside the United States, or services to be performed outside the United States; and has an estimated value that exceeds $550,000.)
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
FAR 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (This clause applies to contracts in which subcontractor is a small business concern.)
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2019)
FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
FAR 52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
FAR 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

(2.) The following FAR clauses apply to this Subcontract, if the value of this Subcontract exceeds the micro-purchase threshold (as defined in FAR 2.101):

FAR 52.222-3	CONVICT LABOR (JUN 2003) (This clause applies to contracts above the micro- purchase threshold, when the contract will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands; unless [1] the contract will be subject to 41 U.S.C. chapter 65, Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000, which contains a separate prohibition against the employment of convict labor; [b] the supplies or services are to be purchased from Federal Prison Industries, Inc.; or [c] the acquisition involves the purchase, from any State prison, of finished supplies that may be secured in the open market or from existing stocks, as distinguished from supplies requiring special fabrication.)
FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(3.) The following FAR clauses apply to this Subcontract, if the value of this Subcontract exceeds the simplified acquisition threshold (as defined in FAR 2.101):

FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
FAR 52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
FAR 52.215-2	AUDIT AND RECORDS – NEGOTIATION (OCT 2010) (Note that Alternate II [Aug 2016] applies if the Contractor is an educational institution/other non-profit organization)
FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (This clause does not apply to contracts that are [1] only for work that will be performed outside the United States; [2] for a period of performance of less than 120 days; or [3] only for—(a) Commercially available off-the- shelf ("COTS") items; (b) items that would be COTS items, but for minor modifications [as defined at paragraph (3)(ii) of the definition of "commercial item" at 2.101]; (c) items that would be COTS items if they were not bulk cargo; or (d) Commercial services that are part of the purchase of a COTS item [or an item that would be a COTS item, but for minor modifications], performed by the COTS provider, and are normally provided for that COTS item.)

(4.) The following FAR clauses apply to this Subcontract, if the value of this Subcontract exceeds $10,000

FAR 52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015) (Applies to construction, alterations, or repair work performed in the U.S.)
FAR 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(5.) The following FAR clauses apply to this Subcontract, if the value of this Subcontract exceeds $15,000:

FAR 52.225-8	DUTY-FREE ENTRY (OCT 2010)

(6.) The following FAR clauses apply to this Subcontract, if the value of this Subcontract exceeds $25,000:

FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(7.) The following FAR clauses apply to this Subcontract, if the value of this Subcontract exceeds $30,000:

FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRSTTIER SUBCONTRACT AWARDS (OCT 2018) (This clause applies if this Subcontract is a first-tier subcontract award that exceeds $30,000)

(8.) The following FAR clauses apply to this Subcontract, if the value of this Subcontract exceeds $35,000:

FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

(9.) The following FAR clauses apply to this Subcontract, if the value of this Subcontract exceeds $150,000:

FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (This clause applies unless the work is performed outside the United States by employees recruited outside the United States, or waived by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor or the head of the agency the prime contract supports.)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (This clause applies to contracts containing the provision at FAR 52.222-35.)
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

(10.) The following FAR clauses apply if the value of the Subcontract exceeds $750,000:

FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (DEVIATION) (Not applicable if subcontractor is a small business concern)

(11.) The following FAR clauses apply if the value of the Subcontract exceeds $2,000,000, unless otherwise specified in the prime contract:

FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applicable only if not otherwise exempt under FAR 15.403)
FAR 52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA— MODIFICATIONS (OCT 2010) (Applicable only if not otherwise exempt under FAR 15.403)

(12.) The following FAR clauses apply to this Subcontract as indicated:

FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) (This clause applies if the contract is expected to exceed $6 million and the performance period is 120 days or more. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)
FAR 52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (This clause applies to contracts that include a requirement for services by contractor employees that involve performance of acquisition functions closely associated with inherently governmental functions for, or on behalf of, a Federal agency or department.)
FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) CONTRACTOR PERSONNEL - ALTERNATE I (OCT 2014) (This clause applies when subcontractor's employees may require routine physical access to a Federally-controlled facility and/or routine access to Federally-controlled information system.)
FAR 52.204-14	"SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016) ((This clause applies to contracts for services that meet or exceed the thresholds at FAR 4.1703, except f or indefinite-delivery contracts.)
FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) (This clause applies to contracts in which subcontractor may have federal contract information residing in or transiting through its information system.)
FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS – OVERTIME COMPENSATION (MAY 2018) (This clause applies to contracts that may require or involve the employment of laborers or mechanics.)
FAR 52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018) (Applies if the Subcontract is subject to the Service Contract Labor Standards statute)
FAR 52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015) (This clause applies to contracts that are subject to the Service Contract Labor Standards statute, or the Wage Rate Requirements [Construction] statute, and are to be performed in whole or in part in the United States.)
FAR 52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017) (This clause applies to contracts that are subject to the Service Contract Labor Standards statute, or the Wage Rate Requirements [Construction] statute, and are to be performed in whole or in part in the United States.)
FAR 52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)
FAR 52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013) (applies if the subcontract is for services or construction)
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I) (JULY 1995) (This clause applies to contracts that will require the delivery of hazardous materials, as defined in FAR 23.301.)

Material (If none, Insert "None")	Identification No.

FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO- KNOW INFORMATION (MAY 2011) (ALTERNATE I) (MAY 2011) (This clause applies to all contracts that provide for performance, in whole or in part, on a Federal facility.)

FAR 52.223-7	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (All subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.)
FAR 52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016) (This clause applies to contracts for refrigeration equipment; air conditioning equipment; clean agent fire suppression systems/equipment; bulk refrigerants and fire suppressants; solvents, dusters, freezing compounds, mold release agents, and any other miscellaneous chemical specialty that may contain ozone-depleting substances or high global warming potential hydrofluorocarbons; corrosion prevention compounds, foam sealants, aerosol mold release agents, and any other preservative or sealing compound that may contain ozone-depleting substances or high global warming potential hydrofluorocarbons; fluorocarbon lubricants ;and any other manufactured end products that may contain or be manufactured with ozone-depleting substances.)
FAR 52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUN 2016) (applies to all subcontracts that include the maintenance, service, repair, or disposal of — (i) Refrigeration equipment, such as refrigerators, chillers, or freezers; or (ii) Air conditioners, including air conditioning systems in motor vehicles.)
FAR 52.223-13	ACQUISITION OF EPEAT® - REGISTERED IMAGING EQUIPMENT (JUN 2014) (Applies to subcontracts when imaging equipment will be—(i) Delivered; (ii) Acquired by the contractor for use in performing services at a Federally controlled facility; or (iii) Furnished by the contractor for use by the Government.)
FAR 52.223-14	ACQUISITION OF EPEAT® -REGISTERED TELEVISIONS (JUN 2014) (applies to subcontracts when televisions will be—(i) Delivered; (ii) Acquired by the contractor for use in performing services at a Federally controlled facility; or (iii) Furnished by the contractor for use by the Government.)
FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY – CONSUMING PRODUCTS (DEC 2007) (applies to subcontracts when energy-consuming products listed in the ENERGY STAR® Program or FEMP will be—(i) Delivered; (ii) Acquired by the contractor for use in performing services at a Federally-controlled facility; (iii) Furnished by the contractor for use by the Government; or (iv) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)
FAR 52.223-16	ACQUISITION OF EPEAT(R)-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015) (applies when personal computers will be—(i) Delivered; (ii) Acquired by the contractor for use in performing services at a Federally controlled facility; or (iii) Furnished by the contractor for use by the Government.)
FAR 52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018) (applies when the subcontract performance involves use of EPA-designated items)
FAR 52.223-20	AEROSOLS (JUN 2016) (applies to subcontracts involving (i) products that may contain high global warming potential hydrofluorocarbons as a propellant, or as a solvent; or (ii) that involve maintenance or repair of electronic or mechanical devices.)
FAR 52.223-21	FOAMS (JUN 2016) (applies to Subcontracts involving (i) Products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent, such as building foam insulation or appliance foam insulation; or (ii) Construction of buildings or facilities)
FAR 52.224-1	PRIVACY ACT NOTIFICATION (APR 1984) (This clause applies to contracts for the design, development, or operation of a system of records on individuals is required to accomplish an agency function.)
FAR 52.224-2	PRIVACY ACT (APR 1984) (This clause applies to contracts for the design, development, or operation of a system of records on individuals is required to accomplish an agency function.)
FAR 52.224-3	PRIVACY TRAINING (JAN 2017) (This clause applies to contracts under which subcontractor employees will [1] have access to a system of records; [2] Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or [3] Design, develop, maintain, or operate a system of records.)

FAR 52.225-1	BUY AMERICAN – SUPPLIES (MAY 2014) (Applicable if the Subcontract indicates the Buy American Act applies).
FAR 52.227-10	FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER (DEC 2007) (This clause applies to contracts that cover or are likely to cover classified subject matter.)
FAR 52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION(APR 1984) (This clause applies to contracts for services to be performed on Government installations, unless a construction contract is contemplated.)
FAR 52.237-3	CONTINUITY OF SERVICES (JAN 1991) (This clause applies when: [1] the services under the contract are considered vital to the Government and must be continued without interruption; [2] upon contract expiration, a successor, either the Government or another contractor, may continue them; and [3] the Government anticipates difficulties during the transition from one contractor to another or to the Government.)
FAR 52.245-1	GOVERNMENT PROPERTY (JAN 2017) (This clause applies to all cost-reimbursement and time-and-material type contracts; fixed-price contracts when the Government will provide Government property; and contracts or modifications awarded under FAR Part 12 procedures where Government property that exceeds the simplified acquisition threshold, as defined in FAR 2.101, is furnished or where the contractor is directed to acquire property for use under the contract that is titled in the Government.)
FAR 52.246-26	REPORTING NONCONFORMING ITEMS (DEC 2019) (applicable in subcontracts that are for—(i) Items subject to higher-level quality standards in accordance with the clause at FAR 52.246–11, Higher–Level Contract Quality Requirement; (ii) Items determined by the prime contractor to be critical items for which use of the clause is appropriate)
FAR 52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003) (This clause applies whenever it is possible that U.S. Government-financed international air transportation of personnel [and their personal effects] or property will occur in the performance of the contract. This clause does not apply to contracts awarded using the simplified acquisition procedures in Part 13 or contracts for commercial items.)
FAR 52.247-64	PREFERENCE FOR PRIVATELY-OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006) (This clause applies to contracts that may involve ocean transportation of supplies subject to the Cargo Preference Act of 1954.)
FAR 52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991) (applicable to subcontracts where the use, service, and maintenance of fleet management system vehicles is implicated to ensure compliance with 41 CFR 101-39 and 41 CFR 101-38.301-1).

2.6. **DEPARTMENT OF ENERGY ACQUISITION REGULATIONS SUPPLEMENT (DEAR) FLOWDOWNS**

A. CLAUSES INCORPORATED BY REFERENCES

(1.) The following DEAR clauses apply to this Subcontract:

DEAR 952.202-1	DEFINITIONS (FEB 2011)
DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
DEAR 952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)
DEAR 970.5204-2	LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000)
DEAR 970.5204-1	COUNTERINTELLIGENCE (DEC 2010)
DEAR 970.5225-1	COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS (NOV 2015)
DEAR 970.5226-3	COMMUNITY COMMITMENT (DEC 2000)
DEAR 970.5227-6	PATENT INDEMNITY – SUBCONTRACTS (DEC 2000)
DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002)
DEAR 970.5229-1	STATE AND LOCAL TAXES (DEC 2000)

(2.) The following DEAR clauses apply to this Subcontract if it is a first-tier subcontract and if the value of this Subcontract exceeds the **simplified acquisition threshold** (as defined in FAR 2.101):

DEAR 952.223-78	SUSTAINABLE ACQUISITION PROGRAM (OCT 2010) (applicable to subcontracts that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services.)
DEAR 970.5223-7	SUSTAINABLE ACQUISITION PROGRAM (OCT 2010) (ALTERNATE I Applies to construction work and to subcontracts that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services.)

(3.) The following DEAR clauses apply to this Subcontract, if the value of this Subcontract exceeds the **simplified acquisition threshold** (as defined in FAR 2.101):

DEAR 952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) ALTERNATE I (AUG 2009) (applies when subcontract performance will involve advisory and assistance services, as defined in FAR 2.101.)
DEAR 970.5227-4	AUTHORIZATION AND CONSENT (AUG 2002) (DEVIATION)
DEAR 970.5227-5	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2000) (DEVIATION)

(4.) The following DEAR clauses apply to this Subcontract as indicated:

DEAR 952.204-2	SECURITY (AUG 2016) (applicable to all subcontracts that will require subcontractor employees to possess access authorizations)
DEAR 952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997) (applicable to all subcontracts that require or may require access to classified information.)
DEAR 952.204-71	SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011) (applicable to all subcontracts that may involve making unclassified information about nuclear technology available to sensitive foreign nations.)
DEAR 952.204-77	COMPUTER SECURITY (AUG2006) (applicable to all subcontracts that may provide access to computers owned, leased or operated on behalf of the DOE.)
DEAR 952.211-71	PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (APR 2008) (applies if the subcontract is rated under DPAS)
DEAR 952.217-70	ACQUISITION OF REAL PROPERTY (MAR 2011) (applicable when any subcontract under which an interest in real property will be acquired and costs will be reimbursed by the government.)
DEAR 952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984) (Applies to subcontracts if occupational radiation exposure records will be generated in the performance of work under the subcontract to ensure records can be maintained in accordance with regulations by applicable by this clause.)
DEAR 952.235-71	RESEARCH MISCONDUCT (JUL 2005) (Applicable to all subcontracts that involve research)
DEAR 952.247-70	FOREIGN TRAVEL (JUN 2010) (Applicable to all subcontracts that may involve foreign travel)
DEAR 952.250-70	NUCLEAR HAZARDS INDEMNITY SUBCONTRACT (AUG 2016) (applies when subcontract performance may involve the risk of public liability as defined in Atomic Energy Act that (i) arises out of or in connection with the activities under the contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.)
DEAR 970.5204-3	ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014) (DEVIATION) (applies to all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223–72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its f low-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to

	exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area(as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.).
DEAR 970.5208-1	PRINTING (DEC 2000) (Applies to all subcontracts that require printing)
DEAR 970.5222-1	COLLECTIVE BARGAINING SUBCONTRACTS – MANAGEMENT AND OPERATING CONTRACTS (DEC 2000) (applies in all subcontracts for protective services or other services performed on the DOE owned site which will affect the continuity of operation of the facility.)
DEAR 970.5223-1	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000) (applies to all subcontracts involving complex or hazardous work on site at a DOE-owned or -leased facility and such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause.)
DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010) (Applies to all subcontracts subject to the provisions of 10 CFR part 707)
DEAR 970-5227-1	RIGHTS IN DATA - FACILITIES (use in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data in accordance with the policy)
DEAR 970.5227-2	RIGHTS IN DATA-TECHNOLOGY TRANSFER (DEC 2000) (DEVIATION) (Applies all subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data in accordance with the policy and procedures of FAR Part 27.)
DEAR 970.5227-10	PATENT RIGHTS – MANAGEMENT AND OPERATING CONTRACTS, NONPROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR (AUG 2002) (ALTERNATES I AND II) (DEVIATION) (This clause will only be included in the contract if the awardee is a nonprofit organization or small business contractor.)
DEAR 970.5227-12	PATENT RIGHTS—MANAGEMENT AND OPERATING CONTRACTS, FOR-PROFIT CONTRACTOR, ADVANCE CLASS WAIVER (DEC 2000) ALTERNATE I (Applies if either DEAR 952.227-11 or 952.227-11 is included in the subcontract.)
DEAR 952.227–11	PATENT RIGHTS—RETENTION BY THE CONTRACTOR (SHORT FORM) (MAR 1995) (applies if subcontractor is non-profit organization or small business firm subcontract and the subcontract is for experimental, developmental, demonstration or research work).
DEAR 952.227–13	PATENT RIGHTS—ACQUISITION BY THE GOVERNMENT (SEP 1997) (applies if subcontractor is other than non-profit organizations and small business firms and the subcontract is for experimental, developmental, demonstration or research work.)
DEAR 970.5232-3	ACCOUNTS, RECORDS AND INSPECTIONS (DEC 2010) (applies to all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.)
DEAR 970.5245-1	PROPERTY (AUG 2016) (ALTERNATE I) (AUG 2016) (Applies to all cost reimbursable subcontracts.)

2.7. **LIST OF APPLICABLE LAWS AND REGULATIONS (LIST A) / DOE DIRECTIVES (LIST B)**

A. Pursuant to DOE-H-7017 Application of DOE Contractor Requirements Documents (SEP 2017) and, DEAR 970.5204-2 Laws, Regulations, as incorporated into this Subcontract, the following list of applicable laws and regulations (List A)/DOE Directives (List B).

(1.) In addition to any other provisions in this Subcontract, Subcontractor agrees that it will comply with the all applicable laws and regulations and DOE directives. The DOE directives can be located electronically at https://www.directives.doe.gov/.

(2.) Subcontractor acknowledges that the DOE Directives made applicable to the performance of this Subcontract shall be identified on the face of the purchase order, subcontract, or ordering document issued by BSRA to the Subcontractor.

B. The federal, state, and local regulations found in the BSRA Prime Contract in the Section H clause entitled, DOE-H-7017 Application of DOE Contractor Requirements Documents, and Section I clause entitled, DEAR 970.5204-2 Laws, Regulations, and DOE directives, which have been incorporated in this Subcontract, constitute List A Applicable Federal, State, and Local Regulations. Omission of any applicable law or regulation from the Prime Contract and this Subcontract does not affect the obligation of the Subcontractor to comply with such law or regulation.

C. List B below contains a list of applicable DOE directives, followed by a list of implementing documents, that are required for this Subcontract. The DOE directives contain requirements relevant to the scope of work under this Subcontract. In most cases, the requirements applicable to the Subcontractor are contained in a Contractor Requirements Document (CRD) attached to the DOE directive. The Subcontractor is encouraged to continuously evaluate the work scope and contract requirements for opportunities to improve efficiency or creativity and propose alternative methods to those specified in the DOE directives.

D. The BSRA Contracting Officer may, from time to time via issuance of a Contract Administration Notice (CAN) or other means, revise the document titled, "BSRA PRIME CONTRACT DOE DIRECTIVES (LIST B)". The document can be found on the SRNL external web page. Use the following URL (https://www.srnl.gov/procurement).