EXHIBIT B: TC-00051 Revision 2
Effective procurement actions not awarded by 12/20/2024.
SAVANNAH RIVER NUCLEAR SOLUTIONS

SPECIAL PROVISIONS FOR CONSTRUCTION FIXED PRICE SUBCONTRACTS

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SP-1 DEFINITIONS

A. "Company" shall mean Savannah River Nuclear Solutions, LLC (SRNS), Management and Operating Contractor for the Savannah River Site (SRS) under Prime Contract DE-AC09-0SR22470 (Prime or Prime Contract).

B. "Contracting Officer" shall mean Government official executing Prime Contract between Company and Government. Contracting Officer is Government official who is authorized to execute, administer, and terminate the contract, and includes the authorized representatives thereof, when such individuals are acting within the limits of their authority as delegated by Contracting Officer.

C. "DEAR" shall mean Department of Energy Acquisition Regulation.

D. "DOE" shall mean the United States Department of Energy or any duly authorized representative thereof, including any successor or predecessor agency thereof, including Contracting Officer.

E. "FAR" shall mean Federal Acquisition Regulation.

F. "Government" shall mean the United States of America and includes the U.S. DOE, the National Nuclear Security Administration (NNSA), and/or any duly authorized representative thereof.

G. "Head of the Agency" or "Secretary" shall mean the Secretary, the Under Secretary, and Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency.

H. "Lower-Tier Subcontract" shall mean a purchase order, subcontract, agreement, price agreement, basic ordering agreement, task order, or modification thereof between a Higher-Tiered Subcontractor and a Lower-Tiered Subcontractor.

I. "Lower-Tier Subcontractor" shall mean a Subcontractor to furnish Supplies or Services for performance to a prime contractor or a Subcontractor.

J. "NNSA" shall mean the United States National Nuclear Security Administration or any duly authorized representative thereof, including any successor or predecessor agency thereof, including Contracting Officer.

K. "Parties" shall mean Company and Subcontractor, together; individually to be referred to as "Party".

L. "Procurement Representative" shall mean applicable Company individual(s) authorized to execute and/or administer Subcontracts for Company.

M. "Services" shall mean labor, direction of labor, production of technical information, consulting services or any other services furnished by Subcontractor under Subcontract.

N. "Subcontract" shall mean purchase order, order, subcontract, agreement, price agreement, basic ordering agreement, task order, or modification of any of the foregoing.

O. "Subcontract Data" shall mean all information, data, and documentation to be provided by Subcontractor and its Lower-Tier Subcontractor(s) of any tier under Subcontract.

P. "Subcontractor" shall also mean the person or organization entering Subcontract with Company.

Q. "Supplies" shall mean items, goods, equipment, components, parts, and materials to be provided by Subcontractor and its Lower-Tier Subcontract of any tier pursuant to Subcontract.

R. "Work" shall mean all the stated or implied activities to be performed by Subcontractor as required by Subcontract, including the furnishing and supervision of all technical personnel and labor, and the supply of equipment, items, materials, and Supplies necessary to perform Subcontract.

SP-2 INSURANCE

Unless otherwise specified in Subcontract, Subcontractor shall, at its sole expense, maintain in effect at all times during the performance of Work insurance coverage with limits not less than those set forth below with insurers and under forms of policies satisfactory to Company. Subcontractor shall deliver to Company no later than ten (10) calendar days after Subcontract award, but in any event prior to commencing the Work or entering the jobsite, certificates of insurance as evidence of policies providing such coverage and limits of insurance are in full force and effect. Certificates shall be issued in the form provided by Company or if none is provided in a form acceptable to Company and provide not less than thirty (30) calendar days advance written notice will be given to Company prior to cancellation, termination, or material alteration of said policies of insurance. Certificates shall identify on their face Company Site.

A. Standard Coverage:

1. Worker's Compensation as required by any applicable law or regulation.
   If there is an exposure of injury to Subcontractor's employees under the US Longshoremen's and Harbor Worker's Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
2. Employer's Liability of not less than $1,000,000 each accident.
3. General Liability Insurance
   a. Coverage
      Subcontractor shall carry Commercial General Liability Insurance covering all operations by or on behalf of Subcontractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
      (1) Premises and Operations;
      (2) Products and Completed Operations;
      (3) Contractual Liability ensuring the obligations assumed by Company in Subcontract;
      (4) Broad form Property Damage (including Completed Operations);
      (5) Explosion, Collapse, and Underground Hazards; and
      (6) Personal Injury Liability
   b. The Commercial General Liability insurance shall be the Occurrence Coverage Form.
   c. Policy Limits
      For Subcontractor's Commercial General Liability Insurance, the limits of liability for bodily injury, property damage, and personal injury shall be not less than:
      $1,000,000 Combined single limit for Bodily Injury and Property Damage each occurrence;
      $1,000,000 Personal Injury Limit each occurrence;
      $2,000,000 Products-Completed Operations Annual Aggregate Limit; and
      $2,000,000 General Annual Aggregate Limit (other than Products-Completed Operations).
      If the policy does not have an endorsement providing the General Annual Aggregate limits as indicated above Subcontractor shall provide an endorsement entitled "Amendment of Limits of Insurance (Designated Project or Premises)." Such endorsement shall provide for a Products-Completed Operations Annual Aggregate Limit of not less than $2,000,000 and a General Annual Aggregate Limit of not less than $5,000,000. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.
   d. Additional Insured
      (1) Company, the Government and their officers, directors and employees shall be named as Additional Insured under the Commercial General Liability Insurance policy but only with respect to liability arising out of the operations for Company and the Government by or for Company. Such insurance shall be primary as regards any other coverage maintained for or by the Additional Insured and shall contain a cross-liability or severability of interest clause. A copy of the policy endorsement shall be submitted with the certificate of insurance.
      (2) In lieu of naming Company and the Government as Additional Insured under the Commercial

General Liability policy, Subcontractor may provide Owners and Contractors Protective Liability Insurance. If Subcontractor carries Owners and Contractors Protective Liability Insurance, the policy shall have a combined single limit for Bodily Injury or Property Damage of not less than:

$2,000,000 Each Occurrence and

$2,000,000 Annual Aggregate

(3) If the policy covers more than one project, Subcontract (Work) shall be designated in the Policy Declarations.

(4) The policy shall name Company and the Government, their officers, directors, and employees, as Named Insured.

4. Automobile Liability
   a. Automobile Liability Insurance including coverage for the operation of any vehicle to include, but not limited to, owned, hired and non-owned.
   b. The combined single limit for Bodily Injury and Property Damage Liability shall be not less than $1,000,000 for any one accident or loss. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.
   c. Subcontractor's Automobile Liability Insurance shall include coverage for Automobile Contractual Liability.
   d. All personnel operating motor vehicles at SRS must have a valid driver's license, vehicle registration and proof of insurance (regardless of state of origin). Anyone not having these documents is subject to being denied access to SRS and, if in violation of a law, being cited for the violation.
5. In the event Subcontractor maintains insurance covering loss or damage to equipment or any other property of Company such insurance shall include an Insurer's waiver of subrogation in favor of Company, the Government and their subsidiaries and affiliates.

B. Special Operations Coverage

Should any Work:

1. Involve marine operations, Subcontractor, provide or have provided coverage for liability arising out of such marine operations including contractual liability under its Commercial General Liability Insurance or Marine Hull and Machinery Insurance and Protection and Indemnity Insurance. In the event marine operations involve and Subcontractor owned, hired, chartered, or operated vessels, barges, tugs or other marine equipment, Subcontractor agrees to provide or have provided Marine Hull and Machinery Insurance and Protection and Indemnity Insurance and/or Charterer's Liability Insurance. The combined limit of the Protection and Indemnity Insurance and/or Charterer's Liability Insurance shall be no less than the market value of the vessel. The Protection and Indemnity and/or Charterer's liability and the Hull and Machinery coverages shall include coverage for contractual liability, wreck removal, Tower's liability if applicable; and full collision coverage and shall be endorsed:
   a. To provide full coverage to Company the Government and their subsidiaries and affiliates as Additional Insureds without limiting coverage to liability "as owner of the vessel" and to delete any "as owner" clause or other language limiting coverage to liability of an insured "as owner of the vessel," and
   b. To waive any limit to full coverage for Additional Insureds provided by any applicable liability statute.
2. Involve the hauling of property in excess of $300,000, Subcontractor shall also carry "All Risk" Transit Insurance, or "All Risk" Motor Truck Cargo Insurance, or such similar form of insurance, insuring against physical loss or damage to the property being transported, moved, or handled by Subcontractor pursuant to the terms of Subcontract. Such insurance shall provide a limit of not less than the replacement cost of the highest value single lift or highest value
   being moved, whichever is greater, and shall insure the interest of Subcontractor, Company and the Government and the subsidiaries and affiliates of Subcontractor, Company, and the Government as their respective interests may appear and shall include an insurer's waiver of subrogation rights in favor of each;
3. Involve aircraft (fixed wing or helicopter) owned, operated, or chartered by Subcontractor, liability arising out of such aircraft shall be insured for a combined single limit not less than $10,000,000 each occurrence and such limit shall apply to Bodily Injury (including passengers) and Property Damage Liability. Such insurance shall name Company and the Government and their subsidiaries and affiliates as Additional insured, include an Insurer's waiver of subrogation in a favor of the Additional Insureds, state it is primary insurance as regards the additional insured and contain a cross-liability or severability of interest clause. If the aircraft is insured such insurance shall provide for an insurer's waiver of subrogation rights in favor of Company and the Government and their subsidiaries and affiliates. In the event Subcontractor charters

aircraft, the foregoing insurance and evidence of insurance may be furnished by the owner of the chartered aircraft, provided the above requirements are met.

4. Involve investigation, removal or remedial action concerning the actual or threatened escape of hazardous or toxic substances, Subcontractor shall also carry Pollution Liability Insurance in an amount not less than $2,000,000 per occurrence/annual aggregate. Such insurance shall provide coverage for both sudden and gradual occurrences arising from Work performed under Subcontract. If Completed Operations are limited in the policy, such Completed Operation Coverage shall be for a period of not less than five (5) years. Such insurance shall include a three (3) year extended discovery period and shall name Company and the Government as Additional Insured.
5. Involve inspection, handling or removal of asbestos, Subcontractor shall also carry Asbestos Liability Insurance in an amount not less than $2,000,000 per occurrence/annual aggregate. The policy shall be written on an "Occurrence Basis" with no sunset clause. Such insurance shall name Company and the Government as Additional Insured.
6. Involve transporting hazardous substances, Subcontractor shall also carry Business Automobile Insurance covering liability arising out of the transportation of hazardous materials in an amount not less than $2,000,000 per occurrence. Such policy shall include Motor Carrier Endorsement MCS-90. Neither Company nor the Government is to be named an additional insured for this policy.
7. Involve treatment, storage or disposal of hazardous wastes, Subcontractor shall furnish an insurance certificate form the designated disposal facility establishing the facility operator maintains current Environmental Liability Insurance in the amount of not less than $5,000,000 per occurrence/annual aggregate.

C. Related Obligations

1. Requirements contained herein as to types and limits, as well as Company's approval of insurance coverage to be maintained by Subcontractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Subcontractor under Subcontract.
2. Certificates of Insurance must provide clear evidence of Subcontractor's Insurance Policies containing the minimum limits of coverage and special provisions prescribed in this clause.

D. Company or Government Furnished Insurance

Neither Company nor the Government is maintaining any insurance on behalf of Subcontractor covering against loss or damage to Work or to any other property of Subcontractor unless otherwise specifically stated herein.

E. Notifications

In accordance with the submittal requirements outlined above, Subcontractor shall deliver the original and two (2) copies of the Certificate(s) of Insurance required by this clause and all subsequent notices of cancellation, termination, and alteration of such policies to:

Savannah River Nuclear Solutions, LLC Building 730-4B – (room)
Aiken, SC 29808 Attention: (name)
Reference: Subcontract No. (number)

SP-3 PAYMENT AND PERFORMANCE BONDS

(The requirement for "Payment and Performance Bonds" under Paragraph A applies to each Task Release issued which exceeds $100,000.

A. Payment and Performance Bonds.

Subcontractor shall, within ten (10) calendar days after award of Subcontract, furnish to Company a performance Bond and a Payment Bond. Each of the Payment and Performance Bonds shall be in the amount of 100% of the total lump sum price of Subcontract.

Payment and Performance Bonds shall be in a form and format similar to FAR 53.301- Standard Form 25A modified to name Company as well as the United States of America as obliges and by a Company or corporation acceptable to Company. Such acceptability is based, in part, upon the surety Company being named in the Department of Treasury Circular 570, "Companies Holding Certificates of Authority as

Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies". The cost of such bonds shall be included in the total lump sum price of Subcontract.

(The requirement for "Payment Protection" under Paragraph B applies to each Task Release issued which is greater than $25,000, but not greater than $100,000).

B. Payment Protection.

Subcontractor shall, within ten (10) calendar days after award of the Task Release, furnish one of the following payment protections:

1. A payment bond.
2. An irrevocable letter of credit (See FAR 52.228-14).
3. A tripartite escrow agreement. Subcontractor establishes an escrow account in a federally insured financial institution and enters into a tripartite escrow agreement with the financial institution, as escrow agent, and all of the suppliers of labor and material. The escrow agreement shall establish the terms of payment under the contract and of resolution of disputes among Parties. Company makes payments to Subcontractor's escrow account and the escrow agent distributes the payments in accordance with the agreement or triggers the disputes resolution procedures if required.
4. Certificates of deposit. Subcontractor deposits certificates of deposit from a federally insured financial institution with Company, in an acceptable form, executable by Company.
5. United States bonds or notes (FAR 28.204-1) certificates or cashier's checks, bank drafts, money orders, or currency (FAR 28.204-2.

The payment protection shall be in an amount equal to 100 percent of the task release amount and provide protection for the full task release performance period plus a one-year period. The cost of such payment protection shall be included in the total lump sum price of the Task Release.

Except for escrow agreements and payment bonds, which provide their own protection procedures, Company is authorized to access funds under the payment protection when it has been alleged in writing by a labor or material supplier of a nonpayment occurrence, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of Parties.

When a tripartite escrow agreement is used, Subcontractor shall utilize only suppliers of labor and material signed the escrow agreement.

C. Subcontractor shall furnish within ten (10) working days additional security required to protect Company and the Government and persons supplying labor or Supplies under the Task Release if:
   1. any surety upon any bond furnished with the Task Release becomes unacceptable to Company,
   2. any surety fails to furnish reports on its financial condition as required by Company,
   3. the Task Release price is increased in order for the penal sum of any bond or other security furnished by Subcontractor hereunder becomes inadequate in the opinion of Company.

SP-4 COMPANY-FURNISHED DRAWINGS AND SPECIFICATIONS

Company will furnish specifications and prints of engineering design drawings for each part of Work under Subcontract. Such drawings will give information required for the preparation of shop detail drawings by Subcontractor. Drawings and sketches furnished by Company may not be to the scale indicated due to distortions and reductions in reproduction. Offerors shall rely on dimensions and coordinates shown on the drawings and sketches to determine other dimensions and quantities. If dimensions and/or coordinates are not sufficient to make this determination, Offerors shall contact Company's Subcontracts Specialist during the solicitation phase for clarification. No claims or adjustments to a resultant Subcontract shall be considered for any failure to follow this process.

Subcontractor shall immediately, upon receipt thereof; check all specifications and drawings furnished and shall promptly notify Company of any omissions or discrepancies in such specifications or drawings.

All drawings listed in Exhibit "D" Drawings are a part of Subcontract. Subcontractor shall perform Work only

in accordance with drawings marked “Issued for Construction.” Drawings issued by Company after execution of Subcontract will be issued by Subcontract change notice and upon issuance become a part of Subcontract, superseding, or supplementing the original Subcontract drawings. If Subcontractor considers such issue to be a change affecting cost or schedule, Subcontractor must request an equitable adjustment in accordance with the General Provision titled “Changes.”

Subcontractor shall perform Work only in accordance with “Issued for Construction” drawings and any subsequent revisions thereto, and with Company reviewed drawings submitted by Subcontractor in accordance with the Special Provision titled “Subcontractor-Furnished Drawings, Data and Samples.”

One (1) copy of such specifications and one (1) copy of such drawings will be furnished to Subcontractor without charge.

SP-5 COMPANY-FURNISHED SITE SERVICES

Company will provide site Services without cost to Subcontractor as set forth in Subcontractor Field Conditions Form hereby incorporated into Subcontract as Attachment “A” to Exhibit “B” Special Provisions.

SP-6 COMPANY-FURNISHED SUPPLIES AND EQUIPMENT

Company will furnish to Subcontractor, at Company’s warehouse or Jobsite storage area, the items listed below to be incorporated into or used in performance of Work under Subcontract. Such Supplies will be furnished, without cost to Subcontractor, provided Subcontractor shall, at its expense, accept delivery thereof, load, unload, transport to points of use and care for such Supplies until final disposition thereof. At time of acceptance of any such Supplies from Company, Subcontractor shall sign a receipt therefore. Signing of such receipt without reservation therein shall preclude any subsequent claim by Subcontractor for any such Supplies received from Company in a damaged condition and with shortages. Subcontractor shall maintain records of all Company furnished Supplies. Such records will be made available to Company upon request. Subcontractor agrees not to use the furnished Supplies for any purpose other than the performance of Subcontract without Company’s written approval. If at any time after acceptance of any such item from Company any such item is damaged, lost, stolen, or destroyed, such item shall be repaired or replaced at the expense of Subcontractor. Supplies required to be replaced may, at its option, be furnished by Company. Upon completion of all the Work under Subcontract, Subcontractor shall, at its expense, return all surplus and unused Supplies to Company’s warehouse or Jobsite storage area.

Company will exert every reasonable effort to make delivery of such Supplies and equipment so as to avoid delays in the progress of Work. However, should Company, for any reason, fail to make delivery of any such item and a delay results the conditions of the General Provision titled “Changes” apply. Subcontractor shall take all appropriate action to mitigate the consequences of such delay.

Supplies to be furnished by Company: (Supplies)

Company will furnish construction tools and/or equipment to Subcontractor the Supplies listed below for use in contaminated areas at no cost to Subcontractor. Subcontractor shall release, define, indemnify, and hold Company harmless against any damages or claims which may arise from use of the tools or equipment.

Company provided equipment will be uniquely identified to prevent its removal from contaminated Areas. Subcontractor will ensure only qualified and experienced operators are assigned to operate the provided equipment. A current operation record is to be maintained for each piece of equipment.

In the event provided equipment is not available at the time or place Work is to be performed, or the equipment is inoperable or retracted from Subcontractor’s use an equitable adjustment will be made to Subcontract.

Tools and/or equipment to be furnished by Company: (tools)

SP-7 COMPANY-FURNISHED PERMITS

The General Provision titled “Permits” notwithstanding, Company will without cost to Subcontractor, furnish the permits listed below; however, Subcontractor shall, as necessary, provide Company and the Government with assistance in obtaining such permits. Subcontractor shall, in accordance with said General Provision titled “Permits”, provide all other permits. All such Company-furnished permits are available for examination at the project office of Company during regular business hours.

Permits to be furnished by Company: As listed in Subcontractor Field Conditions Form as Attachment “A” to Exhibit “B” Special Provisions.

SP-8 SUBCONTRACTOR-FURNISHED DRAWINGS, DATA AND SAMPLES

Subcontractor shall submit drawings, data, and samples in accordance with Exhibit “E” Scope of Work and Technical Specifications. Review and permission to proceed by Company does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by Subcontractor and does not relieve Subcontractor from full compliance with contractual obligations.

SP-9 COMMENCEMENT, PROGRESS, AND COMPLETION OF WORK

Subcontractor shall perform with its own organization Work equivalent to at least (number) percent of the total amount of Work (not including cost of materials) to be performed under Subcontract. Subcontractor shall not subcontract with any third party for the performance of all or any portion of the Work without the advance written approval of Company.

Subcontractor will be given a written “Notice to Proceed” authorizing the start of on-site performance after receipt and acceptance of Insurance Certificates, Payment and Performance Bonds, Pre-job Building Trades conference Certification, schedule for the first sixty days of Work, approval of Subcontractor’s Worker Protection Plan (WPP), authorization for electronic payments, and receipt of Subcontractors designation of an Assigned Competent Person (ACP).

Delay in the receipt and acceptance of submittals required by Subcontract is not an excusable delay under the General Provisions titled “Excusable Delays”.

Subcontractor shall complete Work under Subcontract to meet the following Subcontract Milestone Dates:

- Mechanical Completion (Per individual task release)
- Physical Completion (Per individual task release)

Subcontractor’s site representative will be required to attend meetings, weekly, bi-weekly, monthly, or as often as required by Company to discuss schedule, safety, quality, design, delays, and/or other subjects relating to Work.

Subcontractor shall complete and submit to Company’s Subcontract Technical Representative (STR), on a daily basis, a daily log. The Log shall document all events occurring on the jobsite including any delay to the Work in progress, as well as particular notice given to the amount, type, and number of workmen by trades. Lower-Tier Subcontractor, material, and equipment deliveries, equipment on site, equipment in use, Work in progress, inspection performed, tests performed, any construction activities which do not meet the technical requirements of Subcontract Documents, corrective actions for unacceptable construction activities and significant problems affecting progress or quality of Work. The Log shall also reflect activities as they relate to the construction schedule.

Weekly Man-Hour Report: Subcontractor shall submit to the STR on the first working day of the week, Subcontractor’s Weekly Man-hour Report for the previous week’s Work.

Subcontractor shall give Company full information in advance as to its plans for performing each part of Work. If at any time, Subcontractor’s actual progress is inadequate to meet the requirements of Subcontract, Company may notify Subcontractor to take such steps as may be necessary to improve its progress. If within a reasonable period as determined by Company, Subcontractor does not improve performance to meet

Subcontract milestones set forth above, Company may require an increase in Subcontractor's labor force, the number of shifts, overtime operations, additional days of work per week, expedited shipment(s) of equipment and materials, and an increase in the amount of construction plant and equipment, all without additional cost to Company. Neither such notice nor Company's failure to issue such notice shall relieve Subcontractor of its obligation to achieve the quality of Work and rate of progress required by Subcontract.

Noncompliance with Company's instruction shall be grounds for Company's determination Subcontractor is not prosecuting Work with such diligence as will assure completion within the times specified. Upon such determination, Company may terminate Subcontract pursuant to the General Provision titled "Termination for Default."

(Alternate one for Bar Chart Provisions Option as defined in the Field Conditions)

SP-10 CONSTRUCTION SCHEDULE

For task durations of greater than two weeks, Subcontractor shall prepare and submit to Company a detailed Bar Chart Schedule for each Task when returning each signed Task Agreement For task durations less than two weeks, Subcontractor shall provide, at a minimum, forecast start and completion dates with the signed Task Agreement. Each Schedule shall provide for the expeditious and practical execution of Work.

The Bar Chart Schedule shall:

1. display all elements of Work including construction testing, manpower requirements and planned equipment usage;
2. identify the restraints and interfaces between Subcontractor's activities and the activities to be performed by any separate Subcontractor or known Lower-Tier Subcontractor or by Company (e.g., delivery of Company furnished equipment or Services).
3. display dates of planned high and medium hazard tasks as identified in Subcontract Safety Checklists from Exhibit F, "Environmental, Safety and Health Provisions," Article ES&HP-2.

Subcontractor is responsible for determining the sequence and duration of the detailed construction activities. Approval of Subcontractor's Baseline Schedule by Company shall in no way constitute or be construed as an admission or representation by Company regarding the feasibility or practicality of the approved Schedule. Subcontractor assumes the risk of the practicality and feasibility of the construction schedule.

SP-11 RESERVED

SP-12 APPLICATION FOR PERFORMANCE BASED (MILESTONE) PAYMENT (Per Individual Task Release)

A. Subcontractor shall submit an Application for Payment (OSR 1-166) upon completion of each performance-based (Milestone) event. Work to be paid for under any Milestone is fixed in Subcontract and shall be the amount due and payable in accordance with the price set forth in Exhibit "C" Schedule of Quantities and Prices, and the applicable measurement for payment provisions of Subcontract. Subcontractor shall provide substantiation for the measurement for payment provisions have been met.

   Subcontractor shall make all necessary measurements and conduct all tests and performance demonstrations required to establish each Milestone has been satisfactorily accomplished. Subcontractor shall notify Company prior to the time such measurements, test or demonstrations are made or conducted. Company, at its discretion, may arrange to have its representative witness and verify all such Subcontractor measurements, tests, or demonstrations. Copies of all Subcontractor's records made for the purpose of determining Milestone completion shall be furnished upon Company request.

B. Subcontractor Request for Performance-Based Payments
   Subcontractor may submit applications for payment (OSR 1-166) of performance-based payments not more frequently than monthly, in a form and manner acceptable to Company. Unless otherwise authorized by Company, performance-based payments, for any application for payment is being requested, shall be included in a single application, appropriately itemized and totaled. Subcontractor's application shall contain information in paragraph (L) and certifies, by submission of application, information detailed in in paragraph (M) of this

Article.

C. Approval and Payment of Requests
Subcontractor shall not be entitled to approval of OSR 1-166 and/or payment for performance-based payment prior to successful accomplishment of event or performance criterion for which payment is requested. Company subcontract technical representatives (STR) or end users shall determine successful accomplishment of event or performance criterion in accordance with the terms of Subcontract to approve OSR 1-166. Company may, at any time, require Subcontractor to substantiate successful performance of any event or performance criterion which has been or is represented as being payable. Approvals by Company of OSR 1-166 for performance-based payment do not constitute acceptance by Company and do not excuse Subcontractor from performance of obligations under Subcontract.

D. Liquidation of Performance-Based Payments
Performance-based payments paid prior to payment for delivery of Supplies shall be liquidated by deducting a percentage or designated dollar amount from delivery payments. If performance-based payments are on delivery Supplies basis, liquidation amounts for each line item shall be the percent of delivery item price previously paid under performance-based payments or the designated dollar amount. If performance-based payments are on a whole Subcontract basis, liquidations shall be by either predesignated liquidation amounts or liquidation percentage.

If at any time the number of payments under Subcontract exceeds any limitation in Subcontract, Subcontractor shall repay Company the excess. Unless otherwise determined by Company, such excess shall be credited as a reduction in unliquidated performance-based payment balances after adjustment of invoice payments and balances for retroactive price adjustments.

E. Reduction or Suspension of Performance-Based Payments
Company may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under Subcontract, or take a combination of these actions after finding, upon substantial evidence, any of the following conditions:
1. Subcontractor failed to comply with any material requirement of Subcontract (including paragraphs (H) and (I) of this Article).
2. Performance of Subcontract is endangered by Subcontractor's
   (a) Failure to make progress; or
   (b) Unsatisfactory financial condition.
3. Subcontractor is delinquent in payment of any Lower-Tier Subcontractor(s) or other subcontractors under Subcontract in the ordinary course of business.

F. Title

1. Title to property described in this paragraph shall vest in Government. Vestiture shall be immediately, upon date of the first performance-based payment under Subcontract, for Property acquired or produced before such date. Otherwise, vestiture shall occur when Property is or should have been allocable or properly chargeable to Subcontract.
2. "Property," as used in this Article, includes all the following described Supplies acquired or produced by Subcontractor allocable or properly chargeable, or should be, to Subcontract under sound and generally accepted accounting principles and practices:
   (a) Parts, materials, inventories, and Work in process.
   (b) Special tooling and special test equipment to which Government is to acquire title under any other Article of Subcontract.
   (c) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (F)(2)(b) of this Article; and
   (d) Drawings and technical data, to the extent Subcontractor is required to deliver to Company by other Articles of Subcontract.
3. Although title to Property is in Government under this Article, other applicable Articles of Subcontract

(e.g., termination or special tooling Articles) shall determine handling and disposition of Property.

4. Subcontractor may sell any scrap resulting from production under Subcontract, without requesting Company's approval, provided any significant reduction in values of Property, to which Government has title under this Article, is reported in writing to Company.
5. To acquire for Subcontractor's own use or dispose of Property with title is vested in Government under this Article, Subcontractor shall obtain Company's advance approval of actions and terms. If approved, basis for payments (events or performance criteria) related to Property shall be determined not to be in compliance with terms of Subcontract and not payable (if Property is part of or needed for performance), and Subcontractor shall refund related performance-based payments in accordance with paragraph (D) of this Article.
6. When Subcontractor completes all obligations under Subcontract, including liquidation of all performance-based payments, title shall vest in Subcontractor for all Property (or the proceeds thereof) not
   (a) Delivered to and accepted by Company under Subcontract; or
   (b) Incorporated in Supplies delivered to and accepted by Company under Subcontract and to which title is vested in Government under this Article.
7. Terms of Subcontract concerning liability for government-furnished property shall not apply to Property Government acquired title solely under this Article.

G. Risk of Loss

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

H. Records and Controls

Subcontractor shall maintain records and controls adequate for administration of this Article. Subcontractor shall have no entitlement to performance-based payments during any time Subcontractor's records or controls are determined by Company to be inadequate for administration of this Article.

I. Reports and Company Access

Subcontractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by Company for administration of this Article and to determine events or other criterion prompting performance-based payments have been successfully accomplished. Subcontractor shall give Company reasonable opportunity to examine and verify Subcontractor's records and to examine and verify Subcontractor's performance of Subcontract for administration of this Article.

J. Special Terms Regarding Termination for Default

If Subcontract is terminated under the Termination for Default Article,

1. Subcontractor shall, on demand, repay Company amounts of unliquidated performance-based payments, and
2. Title shall vest in Subcontractor, on full liquidation of all performance-based payments, for all Property Company elects not to require delivery under the Termination for Default Article of Subcontract. Company shall not be liable for payment except as provided by Termination for Default Article.

K. Reservation of Rights

1. No payment or vesting of title under this Article shall
   (a) Excuse Subcontractor from performance of obligations under Subcontract; or
   (b) Constitute waivers of any of rights or remedies of Parties under Subcontract.
2. Company's rights and remedies under this Article
   (a) Shall not be exclusive, but shall be in addition to any other rights and remedies provided by law or Subcontract; and
   (b) Shall not be affected by delayed, partial, or omitted exercises of any right, remedy, power, or privilege,

nor shall such exercise or any single exercise preclude or impair any further exercise under this article or the exercise of any other right, power, or privilege of Company.

L. Content of Subcontractor's Application for Performance-Based Payments
Subcontractor's application for performance-based payments (OSR 1-166) shall contain the following:
1. Name and address of Subcontractor,
2. Date of request for performance-based payment,
3. Subcontract number and/or other identifier(s) of Subcontract under which the request is made,
4. Information and documentation as required by Subcontract's description for the basis for payment, and
5. Certification by Subcontractor official authorized to bind Subcontractor as specified in paragraph (M) of this Article.

M. Subcontractor's Certification
As required in paragraph (L) (5) of this Article, Subcontractor certifies, to the best of its knowledge and belief, by submission of application for performance-based payments (OSR 1-166):
1. Applications for performance-based payments are true and correct; such applications (and attachments) have been prepared from Subcontractor's books and records and are in accordance with Subcontract and instructions of Company.
2. All payments to Lower-Tier Subcontractors under Subcontract have been paid, or will be paid, currently, when due in the ordinary course of business, except as previously reported in writing (provide proof of reporting).
3. There are no encumbrances, except as previously reported in writing (provide proof of reporting if applicable), against Property acquired or produced for, and allocated or properly chargeable to, Subcontract affecting or impairing Government's title.
4. There has been no materially adverse change in the financial condition of Subcontractor since submission by Subcontractor to Company of the most recent written electronic information, and
5. The total amount of all performance-based payments will not exceed ninety percent (90%) of the total awarded amount of Subcontract or any limitation in Subcontract, and the number of performance-based payments under Subcontract will not exceed any limitation in Subcontract.

SP-13 RESERVED

SP-14 PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a Subcontract adjustment pursuant to the General Provision titled "Changes", or any other provision of Subcontract, such costs, upward or downward, shall be submitted by Subcontractor in the form of a lump sum proposal on Company's forms "Change Notice Proposal Summary" and "Proposal Detail Worksheet".

The proposal shall include an itemized breakdown of all increases or decreases in at least the following detail:

A. Direct Labor. Charges for labor furnished and used by Subcontractor shall be allowable for all manual classifications up to and including foremen. Charges shall not be included for superintendents, assistant superintendents, general foreman, surveyors, office personnel, timekeepers, and maintenance mechanics; these costs are recovered in the overhead and profit rates established by this clause. Labor rates used to calculate the costs shall be those rates in effect during accomplishment of the changes.

Direct labor costs shall include, in addition to direct payroll costs, payroll taxes, insurance, vacation allowance, subsistence, travel time, overtime premium and any other payroll additives required to be paid by Subcontractor by law or labor agreement(s), e.g., Site Support Alliance, collective bargaining agreement(s), etc. Copies of certified pertinent payrolls shall be submitted to Company using LCPtracker System.

B. Equipment. Charges shall be allowable for the rental and operation of all construction and automotive equipment furnished and used by Subcontractor, except for equipment or tools with a new cost at point of origin of Five Hundred Dollars or less each, which are deemed to be covered in the overhead and profit rates established by this clause.

For Subcontractor-owned construction equipment, reasonable equipment charges shall be allowed in accordance with the following:

1. Rental rates as agreed upon in Subcontract; or
2. Rental rates not greater than seventy percent (70%) of "Rental Rate Blue Book by Equipment Watch" daily rental rates applicable for the period of performance of the change; and
3. Appropriately discounted to stand-by rates for idle time reasonably required.

When the operated use of equipment is infrequent and, as determined by Company, such equipment need not remain at the work site continuously, charges shall be limited to actual hours of use. Equipment not operating but retained at the location of changes in Company's direction shall be charged at the standby rate.

For Rental Equipment not owned by Subcontractor, charges will be computed on the basis of actual invoice cost.

For the cost of both rented and owned to be allowable, Subcontractor must justify, and Company agree, the individual pieces of equipment are needed, are appropriate for Work, and the mobilization costs are allocable to the change.

C. Materials. Approved incurred costs for material incorporated into the changed Work or required for temporary construction facilities made necessary by the change shall be allowable at net cost delivered to the Jobsite.

D. Overhead, Profit and All Other Costs. Overhead, profit and markup percentages included in the proposal shall include, but not be limited to, insurance, use of small tools, incidental job burdens, and general home and field office expenses. No percentages for overhead, profit or Lower-Tier markup will be allowed on employment taxes under FICA and FUTA. No percentage for profit will be allowed on delays.

- The percentages for overhead and profit will be negotiated and may vary according to the nature, extent and complexity of Work involved. The maximum percentage for the overhead, profit and markup shall not exceed those shown below.
- For Work subcontracted to a Lower-Tier by Subcontractor, the proposal submitted to Company shall only include one overhead percentage and one profit percentage in addition to Subcontractors markup. No more than these three percentages will be allowed regardless of the number of tiers of Subcontractors. The Lower-Tier's percentage of overhead and profit shall not exceed those shown below.
- Allowable percentages on changes for direct hire Work will not exceed the following: 10 percent overhead and 10 percent profit on the first $20,000; 7.5 percent overhead and 7.5 percent profit on the next $30,000; and 6.75 percent overhead and 6.75 percent profit on balance over $50,000. Profit shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs.
- The prime Subcontractor's fee on Work performed by Lower-Tier Subcontractors will be based on the net increased cost to the prime Subcontractor as applicable. Allowable fee on changes will not exceed the following: 8 percent fee on the first $20,000; 5.5 percent fee on the next $30,000; and 2 percent fee on balance over $50,000. This will be calculated cumulatively. For example, if the first change notice is $20,000, the allowable fee is 8%. If the second change notice is $5,000, the allowable fee is again 8% ($20,000 + $5,000 = $25,000). If the third change notice is $10,000, the allowable fee is 5.5% ($20,000 + $5,000 +$10,000 = $35,000).

SP-15 APPLICABLE LAW

Irrespective of the place of performance, the provisions in Subcontract which adopt or adapt Federal Government acquisition regulations shall be construed and interpreted according to the 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 the federal common law of government

contracts is not dispositive, the laws of the State of South Carolina shall apply.

SP-16 LIQUIDATED DAMAGES

Parties hereby agree the damages which Company, or the Government will sustain as a result of Subcontractor's failure to meet key Subcontract Milestones are difficult or impossible to determine with certainty and, therefore, have in good faith estimated as fair compensation (and not as a penalty) the liquidated damages as set forth below. If Subcontractor fails to deliver the equipment or Supplies or perform the Services within the time frames specified in Subcontract for Subcontract Milestones listed below, or any extensions evidenced by a change notice or duly executed Subcontract modification, Subcontractor shall pay to Company as fixed, agreed, and liquidated damages for each calendar day of delay the sum(s) specified below, which amounts shall be independently calculated for each Subcontract Milestone.

NO	SUBCONTRACT MILESTONE	AMOUNT OF DAILY LIQUIDATED DAMAGE

SP-17 AUTHORITY OF PERSONNEL

A. Company will designate a Subcontracts Specialist who will be responsible for administering Subcontract terms and conditions and who shall act as Company's authorized representative. Additionally, all correspondence shall be issued and received by the designated Subcontracts Specialist. The only individual authorized to direct Subcontractor to deviate from the express, written terms of Subcontract is the authorized Subcontracts Specialist.

   Subcontracts Specialist is: (name)

B. Company will designate a Subcontract Technical Representative (STR) who will be responsible for the technical aspects of the performance of Subcontract. The STR may designate other personnel to oversee the performance of Work, sign field tickets, etc. However, the designated STR retains ultimate authority over the technical aspects of Work. Should Subcontractor and STR disagree over the technical requirements of Subcontract, such matters will be immediately referred to Company's Subcontracts Specialist for resolution. The STR does not possess authority, express or implied, to direct Subcontractor to deviate from the terms and conditions of Subcontract.

   Subcontract Technical Representative (STR) is: (name)

SP-18 PROCUREMENT INTEGRITY

A. Subcontractor warrants it is familiar with and will comply with all the requirements of Section 27 of the Office of Federal Procurement Policy Act of 1988 (41 U.S.C. 423) as implemented in the Federal Acquisition Regulations (referred to in this clause as "the Act"), including, but not limited to:
   1. Prohibitions on giving or offering future employment, money, or anything of value to a procurement official,
   2. Prohibitions on soliciting or obtaining from an agency, prior to award, any proprietary or source selection information regarding the procurement, and
   3. Limits on participation of former government employees and officials in negotiation and performance of government contracts. For a violation of the Act, the Government may reduce the fee or profit on the contract, terminate all or a portion of the contract for default, suspend or debar Company from future Federal Government Work, impose fines or imprisonment or pursue other legal remedies.

B. In addition to any other remedies provided by law or herein, Subcontractor agrees to indemnify and hold Company harmless to the full extent of any loss (including any reduction in fee or profit), damages or expenses (including attorneys' fee) if any of Subcontractor's actions, acting alone or in concert with any other person or entity, cause the Government to enforce the provisions of the Act or related regulations.

C. Subcontractor agrees to include the substance of this clause, including this paragraph C, appropriately modified to reflect the identity and relationship of Parties, in all Lower-Tier Subcontracts in amounts exceeding $100,000.

SP-19 SUBCONTRACTING PLAN

(This provision applies to Subcontracts and Task Order Agreements (TOAs) awarded to large business equal to or in excess of $1,500,000)

From Subcontract, it is required for a Subcontracting Plan be submitted and approved in accordance with FAR Clause 52.219-9 "Small Business Subcontracting Plan", and FAR clause 52.219-9 “Small Business Subcontracting Plan”, Alt III (JAN 2017 and Alt IV-(Deviation 2019-O0005) for TOAs against Basic Ordering Agreements (BOAs) and Blanket Purchase Agreements (BPAs). Subcontractor must complete the Small Business Subcontracting Plan (SRNS-MS-2008-00030) to be submitted to Procurement Representative. The approved Subcontracting Plan is hereby established as an enforceable part of Subcontract. The failure of Subcontractor or its Lower-Tier Subcontractor(s) to comply in good faith with the approved Subcontracting Plan shall be considered a material breach of Subcontract.

Subcontractor shall submit reports of Lower-Tier Subcontract awards to small, small disadvantaged, woman owned and HUBZone small business concerns electronically via the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. Subcontracting Report for Individual Contracts (formally the SF-294) shall be entered into eSRS semiannually and at Subcontract completion. The Summary Subcontract Report (formally the SF-295) shall be entered into eSRS annually.

SP-20 RESERVED

SP-21 WORK HOURS AND HOLIDAYS

Work Hours. Work scheduled at Company Site shall be in accordance with Exhibit “G” Site Support Alliance, Article XI, Hours of Work, Overtime, Shift Provisions. Subcontractor shall inform STR of the intended weekly Work schedule at the Pre-construction Meeting. Any change to this schedule or subsequent schedules shall be submitted by Subcontractor in writing to the STR at least one week prior to desired start of the proposed schedule. The STR shall authorize any approved weekly Work schedule change in writing.

Holidays. Holidays at Company Site shall be in accordance with Exhibit “G” Site Support Alliance, Article XII, Holidays.

SP-22 RECEIPT OF SUBCONTRACTOR’S MATERIAL AND/OR EQUIPMENT ON SITE

Subcontractor shall not schedule Supplies and/or equipment for delivery to the Jobsite until such time as it is mobilized to receive and accept property at the Jobsite. Subcontractor shall certify all Supplies and/or equipment brought onto the site are free from any contamination. Company reserves the right to perform survey of any Supplies/equipment for presence of hazardous or radioactive material prior to bringing the Supplies/equipment into or from the Jobsite. Any deficiencies shall be corrected, or material/equipment replaced at the expense of Subcontractor.

Subcontractor is not permitted to use Company’s mailing address and in no case shall material or equipment be addressed in care of Company. Special conditions are recognized which may exist warranting assistance in the delivery of equipment or Supplies by Company. However, in these cases Subcontractor must have explicit prior written authorization from Company.

Subcontractor’s suppliers and equipment delivery shall access SRS at the Aiken Barricade located on South Carolina Highway 19, approximately one mile south of SC Highway 278. Access shall only be gained between 9:00 a.m. and 3:00 p.m., Monday through Thursday. Subcontractor shall notify STR one working day in advance of anticipated deliveries whenever possible, for this will help expedite the process. Delivery personnel who have a current SRS Photo Badge can go directly to the Aiken Barricade for access into the SRS. Centerra Group, LLC perimeter guard, will perform a security inspection at the barricade. If an escort is required, Subcontractor’s Assigned Competent Person (ACP) is called. If delivery personnel do not have a current SRS Photo Badge, they must report to Company’s Badging Office located in Building 703-46A at SRS Road 1, approximately two miles east of SC Highway 125 in Jackson, SC, to obtain a temporary badge prior to reporting to the Aiken Barricade for entrance into the SRS. Following are the events which will occur after arrival at the Badging Office:

- Bill of Lading (include Company's Subcontract number) shall be validated by Company's Representative at the Badging Office
- Company's Representative issues "Visitor/Vendor Safety Briefing"
- Company issues temporary (OSR 142 LN) badge
- After obtaining temporary badge, driver can proceed to the Aiken Barricade for site access
- Centerra perimeter guard performs security inspection
- Escort is called (Subcontractor's Assigned Competent Person (ACP))
- ACP escorts supplier to jobsite
- ACP relates specific safety measures for loading/unloading
- After delivery is completed, the ACP escorts supplier back to Aiken Barricade

SP-23 TITLE AND RISK OF LOSS

Where Subcontractor fabricates or purchases equipment, Supplies, or other tangible Supplies for incorporation into Work or any of its separate parts, the title of such Goods shall be vested in the Government when the first of the following events occurs:

1. Supplies or part thereof is first identifiable as being appropriated to Subcontract,
2. When Company pays for the Supplies or part thereof in accordance with Subcontract, or
3. When the Supplies or part thereof are dispatched to or from Subcontractor's fabrication yard or to the jobsite.

However, such transfer of title in the Supplies will be without prejudice of Company's right to refuse the Supplies in case of non-conformity with the requirements of Subcontract.

Irrespective of transfer of title in the Supplies, Subcontractor shall remain responsible for risk of loss or damage to Work in progress and all Supplies until Final Acceptance.

Subcontractor shall ensure the above provisions are imposed upon its suppliers and subcontractors of any tier and shall execute all documents and take all steps necessary or required by Company to vest title as may direct.

Title to standard Supplies of the type usually bought in bulk such as reinforcement bars, piping materials, non-tagged instruments and instrument installation material, cable and similar Supplies which are not incorporated into Work shall revert to Subcontractor upon agreement by Company such Supplies are not required for Work.

SP-24 COMPONENT WARRANTIES

In addition to the General Provision titled "Warranty" Subcontractor shall obtain or provide, for the benefit of Company, the Government and their successors in interest, warranties or guarantees for the equipment, Supplies and Work furnished by Lower-Tier Subcontractors and suppliers. Such warranties or guarantees are to run for the period set forth in the applicable specification of Subcontract or, when not specified, period customarily provided by the supplier. Subcontractor shall use its best efforts to enforce such lower-tier warranties or guarantees on its own behalf or, if requested by Company or the Government, on behalf of Company or the Government. Subcontractor shall provide warranty documentation by Final Acceptance or as otherwise required by Subcontract.

SP-25 SECURITY REQUIREMENTS

A. General Security Requirements

Citizenship - Subcontractor employees and its Subcontractor's employees who require authorization to have access to the Site must be a citizen of the United States and be able to provide proof of citizenship.

Property Passes - Property passes are necessary for the movement of Government property on or off site.

B. ESCORTS

(Alternate1)

Company will provide all Security Escorts required for the performance of Work under this Subcontract. The number of escorts to be provided by Company will be established in Section III, "Security and Escort Data" of Subcontract Field Conditions, an attachment to these Special Provisions. Company shall provide and pay for escort Services to support a reasonable level of staffing during regular working hours through to the contractual Physical Completion of Work. Should Subcontractor require additional escorts due to higher staffing levels; or require escorts for overtime, weekends, or holiday Work; or should the Work extend past the contractual Physical Completion date at no fault of Company, Subcontractor will be responsible for the cost of such escort Services.

(Alternate 2)

Subcontractor will provide all Security Escorts required for the performance of Work under Subcontract.

SP-26 QUALITY ASSURANCE

Company utilizes a Work-specific Quality Assurance system to assure the quality of Work performed under Subcontract. A primary requirement of this Quality Assurance system is Subcontractor has the full responsibility for assuring all Work (which term included but is not limited to submittals, materials, workmanship, manufacturing or manufacture and fabrication of components) performed by it or its Lower-Tiers is in strict compliance with Subcontract Documents. Subcontractor shall select the methods used to satisfy this requirement and the methods selected shall be subject to review by Company.

If Subcontract includes Work which Company considers to be of a special nature, specific Quality Assurance requirements which are in addition to and supplement the primary requirements shall be included in Exhibit "E" Scope of Work and Technical Specifications.

When the use of a Lower-Tier Subcontractor(s) is deemed necessary, Subcontractor is responsible to flow down those Technical and Quality requirements deemed applicable for the activities within its defined Scope of Work, in accordance with referenced Codes/Standards/Material Specifications, or other requirements identified within the procurement documents included with this Purchase Order/Subcontract package. The Prime Subcontractor is furthermore responsible to flow down all commercial Terms and Conditions, including articles incorporated by reference, to all Lower-Tier Subcontractor, which includes verification of the Lower-Tier Subcontractor being appropriately qualified to perform the activities required to satisfy this procurement. The Prime Subcontractor must maintain objective evidence of the successful flow down of the referenced requirements and provide such evidence to Company upon request. This flow down is also required at all levels if the Lower-Tier Subcontractor to the Prime Subcontractor deems it necessary to subcontract further its parts of this Company contract.

When NQA-1 is invoked as the governing quality standard, Subcontractor and applicable lower-tier supplier(s) shall be required to meet the Part 1 Requirements (Sections 100 through 900, as deemed applicable), in the Procurement documents. NQA-1 Part II will be invoked at the discretion of Company and will be detailed via the procurement documents, and if invoked, must be flowed down from Subcontractor to its applicable lower-tier supplier(s) at all levels. If Subcontractor or its lower-tier supplier(s) intends to upgrade materials by way of a Commercial Grade Dedication Process, Company must be notified of this intent and Subcontractor's process verified and approved prior to dedicating any material associated with a Company procurement.

Procurement Representative is to be notified in writing, within five working days of any changes within your Company as identified below:

- Key quality personnel to include as a minimum:
- Quality Assurance/Quality Control Manager
- Assistant Quality Assurance/Quality Control Manager
- Other critical Quality Assurance/Quality Control personnel
- Quality Assurance Program Revisions
- Company ownership transfers/buy-outs, and
- All identified Nonconformance or Corrective Action Reports associated with Company contracts including those issued concerning lower-tier suppliers.

Subcontractor is alerted about strict adherence to the General Terms and Conditions or General Provisions articles pertaining to Acceptance of Terms and Conditions or Subcontracting (whichever is applied) is required to include the applicable commercial/technical/quality assurance requirements when utilizing Lower-Tier suppliers.

All QA Inspection Report documentation must be submitted in PDF format electronically to the following email address: QA-Electronic-Documents@srs.gov.

SP-27 USE OF SITE FACILITIES

Subcontractor personnel will not be permitted to use Site facilities, cafeterias, lunchrooms, restrooms, or change rooms, unless stated otherwise.

Subcontractor must furnish its own drinking water which meets the requirements of Federal and the State of South Carolina laws. Company will furnish sanitary facilities and will be coordinated by the STR.

Company will not furnish any enclosed storage areas unless stated otherwise. If Subcontractor provides his own such facilities, the location shall be approved by Company.

Company will not provide flammable storage facilities. If Subcontractor provides his own such facility, the location and details of construction must be approved by Company, and shall comply with OSHA, DOT, and SCDHEC requirements.

SP-28 INSPECTION EXCEPTION FOR THORIATED TUNGSTEN ELECTRODES

All welding performed within the confines of Company Site under Subcontract shall be in strict accordance with "WSRC-TM-95-1 SRS Engineering Standards Manual, Procedure W-SPP-G-00013, SRS Subcontractor Welding Performance" and the applicable codes, technical specifications, design drawings, and all other specified design documents stated within the body of Subcontract. "Welding" shall be defined but not be limited to the acts of welding, brazing, bonding, and soldering. Subcontractor, as allowed by governing codes, has the option of using SRS' welding program in accordance with "WSRC-TM-95-1 SRS Engineering Standards Manual, Procedure W-SPP-G-00013, SRS Subcontractor Welding Performance", or Subcontractor may submit its own program for review and approval per "WSRC-TM-95-1 SRS Engineering Standards Manual, Procedure W-SPP-G-00013, SRS Subcontractor Welding Performance" prior to the start of any welding activities.

Subcontractor and their individual employees agree to off-site use of SRS Welding Procedures and Welder Qualifications obtained at SRS shall be at the sole risk and responsibility of Subcontractor, and Subcontractor shall indemnify and save Company and the Government harmless from any and all claims, demands, actions or causes of action, and for any expense or loss by reason of Subcontractor's and their employees' possession and use of SRS procedures and qualifications.

The site has determined 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.

SP-29 CONSTRUCTION WAGE RATE REQUIREMENTS

Subcontract is subject to Construction Wage Rate Requirements. The following describes some of the basic wage rate requirements.. Company in no way warrants this Special Provision represents Subcontractor's total obligations. Subcontractor has the sole responsibility to ensure it fully complies with construction wage rate requirements and the regulations at 29 CFR Part 5 and the Department of Labor's wage determination found as Attachment B to Exhibit G. Failure to comply with requirements shall constitute a breach of this contract as well as a violation of the requirements. A local office of the United States Department of Labor should be contacted if you have specific questions on the requirements of the requirements.

Those Offices are:	Augusta, GA	(706)	860-6577
	Atlanta, GA	(404)	331-4306
	Columbia, SC	(803)	765-5981

CLASSIFICATION OF WORKERS
The wage determination incorporated in Subcontract lists several classifications of workers. Selecting the appropriate classification is the responsibility of Subcontractor, based upon a review of the duties required in Subcontract Documents and the type of Work performed by the employee. The prevailing work practices at Company Site may differ from industry standards. Adjustments to Subcontract will not be granted for Subcontractor's failure to classify its employees properly. If Subcontractor employs any apprentices, Company will request a copy of the program registration for the specific employee. Failure to obtain and submit such registration will result in a requirement to pay journeymen rates for such apprentices.

DISPUTES CONCERNING LABOR STANDARDS
The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures. Disputes within the meaning of this Special Provision include disputes between Subcontractor or any of its Lower-Tier Subcontractors and Company, the United States Department of Labor, or their employees or representatives.

The wage rates stipulated in the Department of Labor's wage determination are the hourly rates for Work at the Site. Subcontractor is responsible for paying the prevailing rate to the worker for the classification of Work actually performed.

Overtime must be paid at time and one-half the basic rate or the regular rate, whichever is higher, and the designated fringe benefits rate must be paid for all hours worked under Subcontract. The hours worked by an employee on both Company and non-Company Work are to be included in the calculation of hours worked for overtime purposes.

Construction workers employed under Subcontract are entitled to receive the fringe benefits stipulated in the wage determination. Subcontractor may discharge its obligations under this provision by 1) providing bona fide plans, funds, or programs, the minimum value of which is the monetary amounts shown in the wage determination; 2) providing plans, funds, or programs of a lesser value and paying the difference in wages to the employee; 3) paying a cash equivalent to the employee. Subcontractors may be required to provide justification for the differential of fringe benefits.

Subcontractor is required to submit payrolls for its covered employees and all Lower-Tier Subcontractor employees to Subcontracts Specialist within seven (7) days of close of the pay period. The required payroll information shall be submitted electronically utilizing the LCPtracker© System, which is available at http://www.lcptracker.net. Registration should be coordinated with the Procurement Representative. The payrolls must be accompanied by a signed "Statement of Compliance," certifying the information is correct and complete. Subcontractor is responsible for compliance with 29 CFR Part 3.

STATEMENT AND ACKNOWLEDGMENT FORM
Subcontractor is required to deliver to Subcontracts Specialist, fourteen (14) days after award, a completed "Statement and Acknowledgment Form" (SF 1413) for each Lower-Tier Subcontract.

CRAFTS PERSONNEL REQUISITION FORM
Subcontractor shall utilize the "Crafts Personnel Form", Attachment "D" to Exhibit "G" Site Support Alliance, to request craft personnel from the Union Halls.

SP-30 RESERVED

SP-31 SUSPECT/DEFECTIVE/COUNTERFEIT PARTS IDENTIFICATION

Subcontractors shall supply products at Company Site which are not and do not contain suspect/defective/counterfeit parts. Subcontractors shall establish a Suspect/Defective/Counterfeit Parts Identification Program which provides identification, notification, and disposition of suspect/defective/counterfeit parts.

Procurement Documents

Subcontractor shall ensure procurement documents executed in the acquisition of products under Subcontract include these Suspect/Defective/Counterfeit Parts Identification Program requirements and exclude identified suspect/defective/counterfeit parts from the procurement process and subsequent installation.

Identification

A defective part is any part which has recognized, common manufacturing flaw. A suspect/counterfeit part is any item whose characteristic or identity does not appear to be authentic and is verified to be either counterfeit or fraudulent; or is refurbished, remanufactured, or has material substitutions as determined by the following definitions:

- Counterfeit – forgery, or an imitation with the intent to deceive
- Fraudulent – deliberate intent to misrepresent the actual characteristics of an item
- Material substitution – occurs when a change to specified material of an item is made (failure by the Subcontractor to document the material substitution is considered to be fraud, and the item then becomes suspect/counterfeit)
- Refurbished - item, which is taken part, cleaned, adjusted, inspected, or cosmetically enhanced (failure by Subcontractor to identify the part is refurbished is considered to be fraud, and the item then becomes suspect/counterfeit)
- Remanufactured – item, which is refurbished, physically modified, or where its subcomponents were replaced (failure by the Subcontractor to identify the part is remanufactured is considered to be fraud, and the item then becomes suspect/counterfeit.

Subcontractor identification program shall monitor these characteristics particularly at receipt inspection and at time of installation.

Notification

Immediately upon determination of a part being or suspicion of being a suspect/defective/counterfeit, notify STR for disposition. If it is determined a suspect/defective/counterfeit part has been supplied, Company will then notify the local DOE Office of Inspector General.

SP-32 VARIATION IN ESTIMATED QUANTITY

If the quantity of a unit-priced item is Subcontract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in Subcontract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, Subcontractor may request, in writing, an extension of item, to be received by Company within 10 days from the beginning of the delay, or within such further period as may be granted by Company before the date of final settlement of Subcontract. Upon the receipt of a written request for an extension, Company shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of Company, is justified.

SP-33 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

Consistent with Government guidance for Company work force restructuring, as may be amended or supplemented from time to time, the Subcontractor agrees it will provide a preference in hiring to an eligible employee to the extent practicable for Work performed under this contract.

Per DEAR 952.226.74, *eligible employee* means a current or former employee of a Company or subcontractor employed at a Government Defense Nuclear Facility (1) whose position of employment has been, or will be,

involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Government guidance for Company work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to Work under its contract with the Department at the time the particular position is available.

SP-34 VALUE ENGINEERING

During the execution of Subcontract, Subcontractor is encouraged to develop, prepare, and submit Value Engineering Change Proposals (VECPs) for the purpose of reducing the cost of Subcontract without impairing essential functions or characteristics specified under Subcontract. Subcontractors may submit VECPs whenever potential savings or improvements are identified. In accordance with the procedures described below, Subcontractor shall share in any Subcontract savings realized from Company's acceptance of submitted VECPs.

Definitions:

"Collateral costs" mean as used in this clause, means costs of operation, maintenance, logistic support, or government furnished property.

"Subcontractor's development and implementation costs" means as used in this clause, means those costs Subcontractor incurs on a VECP, as well as those costs Subcontractor incurs to make the contractual changes required by Company acceptance of a VECP.

"Company Cost" means as used in this clause, means those costs which result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant Subcontract savings" means as used in this clause, means the estimated reduction in Subcontractor cost of performance resulting from acceptance of the VECP, minus allowable Subcontractor development and implementation costs.

"Value Engineering Change Proposal (VECP)" means a proposal which,

1. Requires a change to this, the instant Subcontract, to implement; and
2. Results in reducing Subcontract price or estimated cost without impairing essential functions or characteristics; provided, it does not involve a change,
    a. In deliverable end item quantities only; or
    b. To Subcontract type only.

For a VECP to be considered, Subcontractor shall submit at a minimum the following information to Procurement Representative:

1. Description of the difference between the existing Subcontract requirements and the proposed, and the comparative advantages and disadvantages of each.
2. A list and analysis of Subcontract requirements which must be changed if the VECP is accepted, including any suggested specification, or drawing revisions.
3. Detailed cost estimate including the following:
    a. Cost estimate for the existing Subcontract requirements compared to Subcontractor's cost estimate for the proposed changes.
    b. Cost estimate for Subcontractor development, submittal, and implementation of the proposed changes, and
    c. Cost estimate for Company may incur in implementation of the VECP, such as evaluation, test, operation, and support costs. Subcontractor's profits shall not be considered part of the cost.
4. A prediction of any effects the proposed change would have on collateral costs of operation, maintenance, logistic support, or government furnished property.
5. Statement of time by which a Change Order adopting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on Subcontract completion schedule.

Company shall process VECPs expeditiously but shall not be liable for any delay in acting upon a VECP.

Subcontractor may withdraw any VECP, in whole or in part, at any time before it is accepted. If the VECP is not accepted, Company shall notify Subcontractor in writing, explaining the reasons for rejection.

Company may accept a VECP, in whole or in part, only through the issuing of a Change Order to Subcontract. Until a Change Order is issued on a VECP, Subcontractor shall remain obligated to perform in accordance with the existing Subcontract Documents. Company's decision to accept or reject all or part of any VECP shall be final and not subject to the General Provision titled "Disputes".

For VECPs which are accepted by Subcontract price shall be adjusted in accordance with the following:

1. Subcontract price shall be reduced by an amount equal to 45% of the estimated "Net Savings".
2. The "Net Savings" is the estimated reduction in Subcontractor's cost of performance resulting from acceptance of the VECP; minus the estimated cost for Subcontractor to development, submit and implement the VECP, minus Company's estimated costs for developing and implementing the VECP.

If Company and Subcontractor are unable to negotiate the amount of the "Net Savings", Company may unilaterally accept the VECP and reduce the price of Subcontract. Any such unilateral reduction shall be subject to the General Provision titled "Disputes".

Subcontractor is not entitled to share in either collateral or future Subcontract savings. The term "collateral savings" means those measurable net reductions in operating costs, maintenance, logistic support, or government furnished property resulting from the VECP. The term "future Subcontract savings" means those reductions in the cost of performance of future construction Subcontracts for essentially the same item related to a VECP submitted by Subcontractor.

Data:

Subcontractor may restrict Company's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"This data, furnished under the Value Engineering provision of Subcontract _____, shall not be disclosed, or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the value engineering change proposal submitted. This restriction does not limit Company's right to use information contained in this data if it has been obtained or is otherwise available from Subcontractor or from another source without limitations."

If a VECP is accepted, Subcontractor hereby grants Company and the Government "unlimited rights" in the VECP and supporting data, except with respect to data qualifying and submitted as "limited rights" technical data. Company and the Government shall have the rights specified in Subcontract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and limited rights" are defined in Part 27 of the Federal Acquisition Regulations.)

(Include the following in Subcontracts for design/build projects)

SP-35 COMPANY RIGHTS IN DESIGN DOCUMENTS (UNLIMITED)

Company shall have unlimited rights, in all drawings, designs, specifications, notes, and other works developed in the performance of Subcontract, including the right to use same on any other Company or Government design or construction without additional compensation to Subcontractor. Subcontractor hereby grants to Company or the Government a paid-up license throughout the world to all such works to which Subcontractor may assert or establish any claim under design patent or copyright laws. Subcontractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of Company.

(Procurement Representatives should tailor this provision to be consistent with ordering procedures for individual unit price Subcontracts. For example, some unit price construction Subcontracts may adopt the Task Order process included in Procurement Guide 98-24, Section 3.6.1)

SP-36 TASK ORDER RELEASE PROCEDURE

Any Work to be performed under Subcontract shall be ordered by issuance of a Task Order Release in accordance with the following:

A. The STR and Procurement Representative are the only personnel authorized to issue Task Order Releases under Subcontract.

B. After a task is identified by the STR, the STR schedules a walk-down and contacts all individuals required to perform walk-down. The STR and Subcontractor shall agree upon the applicable Supplies and quantities of Work listed on the Price Schedule (See Exhibit C). All quantities and Supplies not covered by Subcontract will be agreed upon at the completion of the walk-down and documented within the Task Order Release. Additional pricing for Supplies not already included in the Price Schedule are negotiated separately as needed by Company's Subcontracts Specialist.

C. Each Task Order Release will include a Task Order Release number, identify the specific task to be accomplished, identify the applicable Supplies of Work listed on the Price Schedule and quantities, and the completion date. Each Task Order will contain a Firm-Fixed Price from which payment will be made and will be signed by the STR and/or Subcontracts Specialist, and Subcontractors representative.

SP-37 SUBCONTRACTOR SUBMITTALS

All Subcontractor document submittals to Company or Company's designated design agency for information or approval shall be prepared and submitted in electronic PDF format in accordance with the Scope of Work. This includes but is not limited to drawings, specifications, procedures, plans, manuals, quality control documents, etc. These submittals shall be sent to the following e-mail address ***(VendorDocuments@srs.gov)*****.**

The subject line of the email shall include the Purchase Order/Sales Agreement/Subcontract Number.

The body of the email shall include:

1. Name of Procurement Representative
2. Purchase Order/Sales Agreement/Subcontract Number
3. Subcontractor Transmittal Number
4. Subcontractor Submittal(s) (in PDF format for each document), note multiple PDF files may be combined into one ZIP file to reduce transmittal size. File(s) cannot exceed 30MB.
5. A transmittal sheet (in PDF format) which lists all Subcontractor documents which are included as part of this transmittal.
6. Subcontractor contact information which can be used to resolve transmittal issues.
7. Re-submittal Requirements Only:
   Re-submittals of documents must include the SRS document number. This document number can be found on the cover page status strip formatted as follows: PO#-XXXX-Y-ZZZ.

Please reference only the following parts of the SRS document number from the cover page status strip in your re-submittal: "PO#-XXXX."

Any corrections made to documents submitted as a requirement of Subcontract shall be made by either:

1. Revision of the document, with appropriate reviews and signatures. When re-submitting documents, the entire document must be revised, given a new revision number and all pages of the document must be re-submitted, not just the pages being revised.
2. Drawing a single line through the incorrect information and initialing and dating the correction by an authorized representative.
3. Corrections by any other means will not be accepted.
4. Documents shall be legible, and the PDF file shall be generated to in the correct size and of sufficient quality to print at actual scale (i.e., an "E" size drawing shall be generated in the "E" format not 8.5" x 11").

(Include the following in Subcontracts with a dollar value greater than $100,000)

SP-38 SUSTAINABLE ACQUISITION PROGRAM

A. Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the DOE is committed to managing its facilities in an environmentally preferable and sustainable manner which will promote the natural environment and protect the health and well- being of its Federal employees and subcontractor service providers. In the Performance of Work under this contract, Subcontractor shall provide its Services in a manner which promotes the natural environment, reduces greenhouse gas emissions, and protects the health and well-being of Federal employees, contract service providers and visitors using the facility.

B. Green purchasing or sustainable acquisition has several interacting initiatives. Subcontractor must comply with initiatives which are current as of the contract award date. Government may require compliance with revised initiatives from time to time. Subcontractor may request an equitable adjustment to the terms of its contract using the procedures in the Changes clause of the contract. The initiatives important to these Orders are explained on the following Government or Industry Internet Sites:
   1. Recycled Content Products are described at http://epa.gov/cpg
   2. Biobased Products are described at http://www.biopreferred.gov/
   3. Energy efficient products are at http://energystar.gov/products for Energy Star products
   4. Energy efficient products are at http://www.femp.energy.gov/procurement for FEMP designated products
   5. Environmentally preferable and energy efficient electronics including desktop computers, laptops and monitors are at http://www.epeat.net the Electronic Products Environmental Assessment Tool (EPEAT) the Green Electronics Council site
   6. Greenhouse gas emission inventories are required, including Scope 3 emissions which include subcontractor emissions. These are discussed at Section 13 of Executive Order 13514 which can be found at http://www.archives.gov/federal-register/executive-orders/disposition.html
   7. Non-Ozone Depleting Alternative Products are at http://www.epa.gov/ozone/strathome.html
   8. Water efficient plumbing products are at http://epa.gov/watersense.

C. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, require the use of products which have biobased content, are energy efficient, or have recycled content. To the extent of the Services provided by Subcontractor require provision of any of the above types of products, Subcontractor must provide the energy efficient and environmentally sustainable type of product unless the type of product—
   1. Is not available;
   2. Is not life cycle cost effective or does not exceed 110% of the price of alternative Supplies if life cycle cost data is unavailable (EPEAT is an example of lifecycle costs which have been analyzed by DOE and found to be acceptable at the silver and gold level);
   3. Does not meet performance needs; or,
   4. Cannot be delivered in time to meet a critical need.

D. In the performance of this contract, Subcontractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (http://www.epa.gov/greeningepa/practices/eo13423.htm) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance (http://www.archives.gov/federal-register/executive- orders/disposition.html). Subcontractor shall also consider the best practices within the DOE Acquisition Guide, Chapter 23, Acquisition Considerations Regarding Federal Leadership in Environmental, Energy, and Economic Performance. This guide includes information concerning recycled content products, biobased products, energy efficient products, water efficient products, alternative fuels and vehicles, non-ozone depleting substances and other environmentally preferable products and Services. This guide is available on the Internet at: http://management.energy.gov/documents/AcqGuide23pt0Rev1.pdf.

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

F. Subcontractor shall prepare and submit performance reports, if required, using prescribed Government formats, at the end of the Federal fiscal year, on matters related to the acquisition of environmentally preferable and sustainable products and Services. This is a material delivery under the contract. Failure to perform this requirement may be considered a failure, endangering performance of this contract and may result in termination for default.

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

(Include the following in Subcontracts with a dollar value greater than $100,000)

SP-39 EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT [OCT 2010]

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

(If applicable)

SP-40 SHIPMENT OF RADIOLOGICAL AND NUCLEAR MATERIALS

Radiological and nuclear purchase order numbers will begin with "rad" and "nuc" respectively. Failure to list the order number and all necessary information on the outside of the package or container may result in the material being returned to the seller. If the PO is for radiological or nuclear material, confirm with the Procurement Representative an understanding of the above requirements before shipment.

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

SP-41 DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011)

A. In connection with any activities in the performance of Subcontract, Subcontractor agrees to comply with the "Sensitive Foreign Nations Controls'' requirements attached to Subcontract, relating to those countries, which may from time to time, be identified to Subcontractor by written notice as sensitive foreign nations. Subcontractor shall have the right to terminate its performance under Subcontract upon at least 45 days prior written notice to Company Procurement Representative if Subcontractor determines it is unable, without substantially interfering with its polices or without adversely impacting its performance to continue performance of Work under Subcontract as a result of such notification. If Subcontractor elects to terminate performance, the provisions of Subcontract regarding Termination for the Convenience of shall apply.

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