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Effective on or after 10/12/2026

TERMS AND CONDITIONS FOR THE SALE OF GOVERNMENT PROPERTY UNDER NATIONAL NUCLEAR SECURITY ADMINISTRATION PRIME CONTRACT NO. DE-AC09-08SR22470

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

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1.0 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.

2.0 INSPECTION

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

Note: All personnel operating motor vehicles at Company 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 Company and, if in violation of a law, being cited for violation.

3.0 CONDITION AND LOCATION OF PROPERTY

Unless otherwise specifically provided in Invitation for Bids, all property listed therein is offered for sale "as is" and "where is". The description of property is based on the best information available to Company. However, unless otherwise specifically provided in Invitation for Bids, Company makes no warranty, express, or implied, as to quantity, kind, character, quality, weight, size, or description of any of property, or its fitness for any use or purpose and except as provided in Articles No. 14 and 15 of Sales Agreement or other special conditions of Invitation for Bids. No request for adjustment in price or for rescission of the sale with be considered. This is not a sale by sample.

4.0 CONSIDERATION OF BIDS

A. Only written bids signed by a person authorized to commit tendered in person or by mail will be considered.

B. The Bidder agrees their bid will not be withdrawn within the period of time specified for Company's acceptance following the opening of bids (ninety (90) calendar days if no period is specified by Company or by the Bidder, but not less than ten (10) calendar days in any case). During such period, the bid will remain firm and irrevocable. Company reserves the right to reject any or all bids, including bids under which a Bidder could take unfair advantage of Company or other Bidders, to waive any technical defects in bids, and unless otherwise specified by Company or by Bidder, to accept any one Supply or group of Supplies in the bid, as may be in the best interest of Company. Unless otherwise provided in Invitation for Bids, bids may be submitted on any or all Supplies. However, unless Invitation for Bids otherwise states, a bid covering a specified unit must cover specific unit and total quantity of units designated.

5.0 FORMS OF BID DEPOSITS AND PAYMENTS

Unless otherwise provided in Invitation for Bids, bid deposits (when required by Invitation for Bids) and payments shall be in U.S. currency, or any form of credit instrument other than promissory note, made payable on demand in U.S. currency, provided uncertified personal or business checks must be first party instruments. Bids submitted after effective date specified in the written notification, referred to, and not accompanied by proper bid deposit (other than uncertified personal or business check) will be summarily rejected.

6.0 BID PRICE DETERMINATION

A. When bids are solicited on a unit price basis, Bidders will insert their unit prices and total prices in the space provided for each item.

B. If Bidder inserts a total price on the Supplies but fails to insert a unit price, Company will determine the unit priced by dividing the total price by the quantity of the Supplies set out in Invitation for Bids. The unit price so determined shall be used for the purpose of bid evaluation, award, and all phases of Sales Agreement administration.

7.0 CHANGES

Company reserves the right to make changes within the general scope of Sales Agreement by issuance of unilateral change order or by bilateral modification to Sales Agreement. Such changes may include, without limitation, changes in (1) description of Supplies; (2) quantities of Supplies ordered; (3) method of shipment or packaging, and (4) time or place of delivery, inspection, and/or acceptance. Purchaser shall promptly comply with any such change made by Company. If any change affects cost of or time required for performance, an equitable adjustment to the price and/or delivery requirements and other affected provisions of Sales Agreement shall be made by Parties in bilateral modification to Sales Agreement. For any change, whether directed or constructive, Purchaser must assert any request for equitable adjustment under Article in writing, together with such supporting information as Company may require, electronically and within thirty days from the date of Purchaser's first knowledge of the change, or Purchaser's right to assert such request for equitable adjustment shall be waived.

8.0 PAYMENT

Purchaser agrees to pay for property awarded in accordance with prices represented in Purchaser's bid, subject to adjustments made pursuant to other provisions of Sales Agreement. Payment of full purchase price, after applying total bid deposit, if any, shall be made within thirty (30) days prior to receipt of property. If adjustments are made requiring additional payment, such payment shall

be made immediately upon receiving notice of such adjustments. In absence of debts owed to selling agency, where total sum becomes due to Company from Purchaser on award date of Sales Agreement, and Invitation for Bid deposit is less than total amount deposited with bid, the difference will be promptly refunded. Deposits accompanying bids and not accepted will be properly refunded to respective bidder(s). Refund demands will not be made for any amount less than one dollar ($1).

9.0 TITLE

Title to property sold hereunder shall vest in Purchaser as, and when, removal is affected, excepting only (A) and (B) below:

A. Upon written notice to Purchaser while property remains in possession of Purchaser, Company may reclaim title to property sold hereunder if Company determines:
   1) Property does contain, or may contain, classified U.S. Government data (in any form), and/or technology sensitive to the national interest, or
   2) Property is "Proliferation Sensitive Property", as defined in Article 41 of these terms and conditions.

   Company and Government are not liable to Purchaser for any costs associated with inadvertent inclusion of such property in the sale. If payment has been made for any such property, payment shall be refunded to Purchaser. Any reshipment costs involved will be the responsibility of Company. Once notified by Company of its intent to reclaim property, Purchaser agrees to take all reasonable measures to safeguard aforesaid property until reclaimed by Company.

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

10.0 DELIVERY, LOADING, AND REMOVAL OF PROPERTY

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

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

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

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

11.0 DEFAULT

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

12.0 SETOFF OF REFUNDS

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

13.0 INTEREST

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

14.0 ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT

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

15.0 WEIGHTING, SWITCHING, AND SPOTTING

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

16.0 RISK OF LOSS

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

17.0 LIMITATION ON LIABILITY

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

18.0 ORAL STATEMENTS AND MODIFICATIONS

Any oral statement or representation by any representative of Company, changing or supplementing Invitation for Bids or Sales Agreement or any condition thereof, is unauthorized and shall confer no right upon Bidder or Purchaser.

19.0 COVENANT AGAINST CONTINGENT FEES

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

20.0 OFFICIALS NOT TO BENEFIT

No member or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of Sales Agreement or to any benefits arising therefrom unless it is made with a corporation for its general benefit.

21.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

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

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

22.0 ASSIGNMENTS OF AGREEMENTS

Any Sales Agreement awarded under Invitation for Bids is subject to the provisions of 41 U.S.C. 15 which generally precludes assignment of such Sales Agreement.

23.0 CLAIMS LIABILITY

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

24.0 WITHDRAWAL OF PROPERTY AFTER AWARD

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

25.0 BIDDER'S WARRANTY OF CAPACITY

The Bidder warrants they are not:

A. Under 18 years of age.

B. Employee of an agency of Federal Government (either as a civilian or as a member of the Armed Forces of the United States, including the United States Coast Guard, on active duty) prohibited by regulations of the agency from purchasing property sold hereunder.

C. Agent or immediate member of the household of the employee in B, above. For breach of warranty, Company shall have the right to annul Sales Agreement without liability.

26.0 TIE-IN AND ALL-OR-NONE BIDS

Except as otherwise specifically provided in Invitation for Bids, qualified, tie-in, all or none, or combination bids will not be accepted and will be rejected as non-responsive. This includes bids conditioned upon the acceptance or non-acceptance of bids on other Supplies, except as otherwise specifically provided in Invitation for Bids.

27.0 STORAGE CHARGES/LATE REMOVAL CHARGES

In accordance with Article 10 "Delivery, Loading and removal of Property" of Sales Agreement, if Purchaser is permitted to remove the property after the expiration of the period prescribed herein for the removal or after the expiration of such additional time as Company may have granted, Company will require Purchaser to pay for storage/liquidated damages for such late removal. Unless otherwise specifically provided for elsewhere in Sales Agreement, storage charges/liquidated damages for property stored indoors will be completed and assessed at the rate of six cents ($.06) per hundred pounds or fraction thereof, or .132 per hundred kilogram or fraction thereof per line item for each day or fraction thereof (including day of removal) for quantities or weights of property which have not been timely removed. Storage rates or liquidated damages for outdoor storage will be fifty percent (50%) of indoor rates. Provided, however, with respect to term sales, Company will require Purchaser to pay storage charges or liquidated damages at the rate of 1/l0th of 1% (.001) of the estimated total price for each day Purchaser is late in removing the property. In the event Sales Agreement term exceeds one year, total Sales Agreement price for the purpose of computing storage charges/liquidated damages under this clause shall be limited to estimated Sales Agreement price for a one-year period. Five dollars ($5) will be the minimum charge at each holding activity cited in Sales Agreement. Unless removal is required on such days, storage charges/liquidated damages will not be assessed for Saturdays, Sundays, Company holidays, or any day the installation at which the property is located is closed. The estimated weights when given in Supplies descriptions will be used in computing storage charges/liquidated damages. In the event the property is sold by weight, adjustment for storage charges/liquidated damages will be made in accordance with the actual weight delivered. In all instances where storage charges/ liquidated damages are assessed, payment must be made by Purchaser prior to the removal of the property unless otherwise authorized by Company. In no event will storage charges/liquidated damages exceed 20% of Sales Agreement price of the delayed property, except in those instances where 20% of Sales Agreement price is less than the minimum storage charge/liquidated damages in which case the minimum charge will be assessed.

28.0 GUARANTEED DESCRIPTIONS

Notwithstanding any other provisions contained in Sales Agreement to the contrary, and subject to the limitations and conditions set out in subparagraphs A and B below, Company guarantees to the original Purchaser of the property the property delivered or offered for delivery under any Sales Agreement resulting from Invitation for Bids will be as described in Invitation for Bids.

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

B. If a misdescription is determined to exist after removal of the property from Company control, then Company will make an adjustment in the purchase price paid for the property commensurate with the market value of the property actually received, provided, however:
   1) No adjustment will be made for shortages of property offered for sale by the "lot", and
   2) No adjustment will be made unless Purchaser notifies Company in writing within thirty (30) calendar days from date of removal of the property, which the property is misdescribed. Purchaser will hold the property sufficiently intact to permit identification by Company, provided Company does not warrant or guarantee any of the following:
      i. Supplies description contains all specific characteristics or performance data pertaining to the Supplies described.
      ii. Stated condition of the property, the total cost of the property, the estimated total weight, the estimated shipping dimensions, suggested uses of the property and the property's fitness for any use or purpose.
      iii. Estimates of the "weight" of the property offered for sale by the "unit" or by the "lot"
      iv. Estimates of the number of units of property offered for sale by "weight".
      v. In the event Company uses a manufacturer's part, reference number, or a Federal Stock Number in addition to detailed descriptive data in the Supplies description, the descriptive data applicable to such part, reference number, or Federal Stock Number is not guaranteed if it is inconsistent with the detailed descriptive data applicable to the Supplies description.
      vi. To the extent property is described solely by noun nomenclature, manufacturer's part, reference number, or Federal Stock Number, the descriptive data applicable to the Federal Stock Number is not guaranteed if it is inconsistent with the descriptive data applicable to the manufacturer's part or reference number.
      vii. In no event will the term "or interchangeable" following a manufacturer's part or reference number be construed to guarantee the property described consists of the part reference number in whole or in part. Only functional interchangeability with the part or reference number is guaranteed.

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

D. The foregoing guarantee is in lieu of all other guarantees, express or implied, and all other obligations on the part of Company to deliver or offer for delivery property as described in Sales Agreement and shall not entitle Purchaser to any payment of loss of profits or any other money damages, special, direct, indirect, or consequential; nor shall any recovery or refund of any kind against Company under this provision be greater than the purchase price of the specific material found to have been misdescribed.

29.0 DEMURRAGE AND OTHER STANDBY COSTS

Where it is provided in Sales Agreement Company will load, it is agreed and understood Company shall not be liable of any costs, direct or indirect, which may be incurred by Purchaser as result of Company's failure to load property in a timely manner. The sole and exclusive remedy for such a failure shall be an appropriate extension of the approval period.

30.0 RADIOACTIVE MATERIAL

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

31.0 ACCEPTABLE FORMS OF BID DEPOSITS AND PAYMENTS

A. Unless otherwise provided in Invitation for Bids, bid deposits (when required by Invitation for Bids) and payments shall be in U.S. currency or cashier's check, certified check, bank draft, postal money order, travelers check, or telegraphic money order made payable in U.S. dollars to the Treasurer of the United States.

B. A check which is certified for payment for a limited period of time must be valid for at least twenty (20) days after the date specified for the bid opening, if the check is submitted as a bid deposit, and for at least twenty (20) days after the date the check is received by Company if the check is offered as payment on account. Bank draft (i.e., checks drawn by one bank on another) need not be certified.

32.0 DISPOSAL

A. Purchaser shall recycle, reclaim, reuse, or dispose of material as defined in Work at the particular facility or facilities, referred to in Sales Agreement. Seller shall utilize those general storage, treatment recycling, reclamation, reuse, and disposal methods specified in Sales Agreement. Company shall be solely responsible for determining the specific times and techniques for storage, processing, treatment recycling, reclamation, reuse, and disposal of the material. However, such processing, treatment recycling, reclamation, reuse, and disposal shall occur within a reasonable time, not to exceed the time specified, if any, in Sales Agreement.

B. Purchaser shall not use, distribute, or sell any of the material as defined in Work or any component or residue thereof, specified in Sales Agreement.

C. If Sales Agreement specifies Purchaser may use, distribute or sell any of the material as defined in Work or components or residue thereof, Seller agrees to indemnify and save harmless Government and Company, their present and future officers or directors (or officials), employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including, cost of defense, settlement and reasonable attorney's fees) which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private) contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency caused by or arising out of the use, distribution or sale of the material as defined in Scope of Work.

33.0 TERM

Sales Agreement shall commence on date written, or signed and accepted if after date written, and shall continue in full force and effect for a period of one (1) year.

34.0 RIGHT TO TERMINATE

Company may terminate Sales Agreement with respect to performance remaining, if, at any time after execution of Sales Agreement, the facility specified in Sales Agreement to obtain, or maintain as valid, any license permit or approval required to allow lawful acceptance and storage, treatment, processing recycling, reclamation, reuse, or disposal of the material as defined in Scope of Work.

35.0 WARRANTY

A. Purchaser warrants and represents to Company as follows:
   1) Purchaser understands the currently known hazards and risks which are presented to human beings, property and the environment in the handling, transportation, storage, treatment, processing, recycling, reclamation, reuse, and disposal of the Supplies defined in Work described by Company in Sales Agreement.
   2) Purchaser is engaged in the business of transportation, storage, recycling, reclamation, reuse, and disposal of the Supplies defined in Work, and has developed the requisite expertise for the handling, transportation, storage, treatment, processing, recycling, reclamation, and reuse and disposal of such; and,
   3) Purchaser will handle, transport, store, treat, process recycling, reclamation, recycle, reuse, and dispose of defined in Work in a safe and workmanlike manner and in full compliance with all valid and applicable statutes, ordinances, orders, rules, and regulations of the federal, state, and local governments in whose jurisdictions such activities are performed under Sales Agreement; and,
   4) Any and all vehicles or vessels, of the Supplies defined in Work containers and personnel to be provided by Purchaser in the Sales Agreement have obtained or will obtain prior to performance all permits, licenses, certificates, or approvals

required to comply with valid and applicable statutes, ordinances, orders, rules, and regulations of the federal, state, and local governments; and,

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

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

36.0 LOADING AND TRANSPORTATION OF WASTE PRODUCTS

If Sales Agreement specifies Purchaser is to provide loading, including but not limited transportation Services, Purchaser shall load and/or transport Supplies as defined in Work to the facility specified. Purchaser shall be responsible for cleanup and disposal of any Supplies as defined in Work spilled during such loading or transportation and shall fully indemnify and hold harmless Government and Company.

37.0 COMPANY'S RIGHTS OF INSPECTION

Company shall have the right, but not the obligation, to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to Purchaser or its Lower-Tier Subcontractors which are applicable to the performance of Sales Agreement; to inspect transportation vehicles or vessels, containers or facilities provided by Purchaser; and to inspect the handling, loading, transportation, storage, recycling, reclamation, reuse, resale or disposal operations conducted by Purchaser in the performance of Sales Agreement. Such inspections or lack of inspections shall not relieve Purchaser of its responsibility or liability under Sales Agreement.

38.0 INDEPENDENT CONTRACTOR

A. Purchaser is and shall act in performance of Sales Agreement as an independent contractor and not as an agent for Company or Government, maintaining complete control over its employees and all Lower-Tier Subcontractors. Nothing contained in Sales Agreement, or any Lower-Tier Subcontract shall create any contractual relationship between any such Lower-Tier Subcontractor and Government or Company. Purchaser is solely responsible for the actions of itself and its Lower-Tier Subcontractors, agents, and employees.

B. Purchaser shall not utilize or propose individuals for Work previously terminated for cause from Company.

39.0 SPECIAL SEALED BID

A. Bid Deposits. All bids must be accompanied by a bid deposit which must be in the possession of Company by the time set for bid opening. Bid deposits shall be in the form prescribed in Article No. 5 of Sales Agreement. Unless otherwise provided in Invitation for Bids, a bid deposit of 20% of the estimated total Sales Agreement price is required on sales not exceeding one year; sales exceeding one-year's duration will require a bid deposit computed at 20% of the total price estimated for one year's removal of property. Deposit Bond-Annual, sale of Government Personal Property (Standard Form 151) is not acceptable as a bid deposit. In accordance with Article No. 8 of Sales Agreement titled "Payment", the 20% bid deposit submitted by Purchaser will be retained by Company and applied against the last delivery effected under Sales Agreement. At the option of the successful Bidder, a Performance Bond may be substituted by the successful Bidder for bid deposit at any time after notification of award of Sales Agreement. Any bid which is not timely supported by a proper bid deposit may be rejected as non-responsive in the same manner as late bids. The bid deposit or performance bond shall be held by Company for the entire term (3 years) of Sales Agreement and if a bid deposit is used it will be applied against the last delivery affected under Sales Agreement in the third year.

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

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

D. Termination. Unless otherwise provided in Invitation for Bids, Sales Agreement may be terminated by Company without cost to Company upon thirty (30) days written notice to Purchaser, to be calculated from the date the notice is mailed.

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

40.0 EXPORT CONTROL

A. Export-controlled Supplies, technical data, software, or Services furnished by Company in connection with Subcontract is supplied for use in the United State (U.S.), only. Subcontractor shall comply and is solely responsible for its compliance, with all U.S. export control laws and regulations, including, but not limited to, the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, Export Administration Regulations (EAR), 15 CFR Parts 730 through 774, and Atomic Energy Act of 1954 (Public Law 83-703), Nuclear Regulatory Commission 10 CFR Part 110, and Department of Energy 10 CFR Part 810, in the performance of Subcontract.

B. In the absence of available export license exemptions or exceptions, Subcontractor shall obtain appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Subcontractor shall obtain export licenses, if required, before using foreign persons in the performance of Subcontract, where the foreign person will have access to export-controlled technical data or software.

C. Subcontractor is solely responsible for all regulatory record-keeping requirements associated with the use of export licenses and export license exemptions and exceptions.

D. Subcontractor shall provide immediate written notification to Procurement Representative if:
(1) Subcontractor is, or becomes, listed in any Denied Parties List (e.g., Denied Persons List, Entity List, Unverified List, Military End User List, AECA Debarred List, Consolidated Screening List, etc.) or if Subcontractor's export privileges are otherwise denied, suspended, or revoked in whole, or in part, by any U.S. Government entity or agency; or
(2) Subcontractor transfers any export-controlled Supplies, technical data, software, or Services under Subcontract to a foreign person and/or to a foreign nation without an export license, if required.

E. Subcontractor shall include this clause, including this paragraph (e), in all Lower-Tier Subcontracts hereunder.

41.0 PROLIFERATION SENSITIVE PROPERTY ACKNOWLEDGMENT

In the event proliferation of sensitive property, as identified on the U.S. Munitions List (22 CFR 121) or the International Atomic Energy Agency Information Circular (INFCIRC) 254 Part 1 (the Trigger List), is inadvertently included in this sale, Purchaser agrees the part of the sale involving the sensitive property is void, and, if such property has been received by Purchaser, Purchaser will return the property to Government-Savannah River Operations. (See Article No. 9 of Sales Agreement regarding title to property). Once notified by Company of its intent to reclaim the sensitive property, Purchaser agrees to take all reasonable measures to safeguard the property until its return to Company.

42.0 DISPUTES

A. Purchaser shall not be entitled to damages in tort (including negligence), or contract, or otherwise, except as specifically provided in Sales Agreement. Further, Company and Government shall not be liable to Purchaser or Lower-Tier Subcontractors, for damages in tort (including negligence), or contract, or otherwise, except as specifically provided in Sales Agreement.

B. Parties shall attempt to settle any claim or controversy arising from Sales Agreement through consultation and negotiations in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator chosen by Parties within thirty (30) days after written notice by one Party demanding mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, and the Parties will share the costs of the mediation equally. Any dispute which cannot be resolved between the Parties through negotiation or mediation shall be resolved by litigation in a court of competent jurisdiction located in the State of South Carolina. Determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government; if there is no applicable Federal Government contract law, the law of the State of South Carolina shall apply in the determination of such issues.

C. During the tendency of a dispute, Purchaser shall proceed diligently with performance of all terms of Sales Agreement. Purchaser's consent to proceed shall not restrict or otherwise affect Purchaser's right to contest any claim.

43.0 FOREIGN NATIONALS

As used in Article, the term "Foreign National" is defined to be a person who was born outside the jurisdiction of the United States; is a citizen of a foreign government and has not been naturalized under U.S. law. As used in Article, the term "Dual Citizen" is defined as an individual who is a citizen of more than one country.

A. Purchaser shall obtain the approval of Company, in writing, prior to any visit to a Government or Company facility by any Foreign National or Dual Citizen in connection with Work being performed under Sales Agreement. Visits are normally for the purpose of technical discussions, orientation, observation of projects or equipment, training, subcontracted service Work, including delivery of Supplies, or for courtesy purposes. The term "access" also includes officially sponsored attendance at a Government or Company event off-site from the Government/Company facility but does not include off-site events and activities open to the general public. Purchasers should be aware the required forms and documents necessary for approval of visits by Foreign Nationals should be submitted to Company Procurement Representative at least four (4) to six (6) weeks prior to the visit. Forms can be obtained from Company Procurement Representative.

B. In addition, Purchaser shall obtain the approval of Company's Procurement Representative, in writing prior to the employment of, or participation by, any Foreign National or Dual Citizen in the performance of Work under Sales Agreement or any Lower-Tier Subcontract at off-site locations.

C. In the performance of off-site Work, Foreign Nationals only incidentally involved with Company Sales Agreement, and who have no knowledge their activities are associated with Company subcontracted Work, are exempt from the above.

If Work is accompanied by an approved Exception from Foreign National Information Requirements form, Sales Agreement does not require the Purchaser to provide foreign national information normally required.

D. In the performance of Work, Country of Risk Foreign Nationals/Dual Citizens may be restricted from accessing technology, information, or certain areas.

44.0 ES&H REQUIREMENTS

DOE O 442	Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns (10/4/2016 Chg. 1)
DOE O 221.1B	Reporting Fraud, Waste, and Abuse to the Office of Inspector General (9/27/2016) (applies to Subcontracts with a value of $5.5 million or more and with a period of performance of 120 days or longer)

45.0 NON-ES&H REQUIREMENTS

DOE O 221.2A	Cooperation with the Office of Inspector General (2/25/2008)

DOE O 486.1 A Foreign Government Sponsored or Affiliated Activities (9/4/2020) (applies to Research & Development or Demonstration Subcontracts, at any tier, to the extent necessary to ensure the Subcontractor's or Lower-Tier Subcontractors' compliance with the requirements, where the Subcontractor's or Lower-Tier Subcontractors' Work within the scope of Subcontract is performed on or at a Government site/facility, including Government/contractor leased space)

DOE O 544.1B Priorities and Allocations Program

46.0 CONTROLLED UNCLASSIFIED INFORMATION

The following provisions shall be applicable if Subcontract scope includes, exhibits, necessitates, or requires the transmission of documentation with a Controlled Unclassified Information (CUI) marking:

A. Subcontractors shall ensure access to CUI is provided to only those individuals who are authorized for handling, routing, or special access. All authorized individuals shall take DOE mandatory CUI Training CUI-100DE. Subcontractor may provide access to material or data containing CUI utilized in the performance of Subcontract only to Subcontractor employees who are citizens of the United States and possess a need-to-know CUI to perform official duties or other Government authorized activities. Such access shall be in accordance with applicable laws, regulations, or government-wide policies (LRGWP) pursuant to Executive Order 13556, 32 CFR Part 2002, the CUI Registry, and DOE O 471.7.

B. Subcontractor shall ensure matters identified as CUI is protected in accordance with the instructions contained in DOE Order 471.7. Any material or data containing CUI, which is stored on computer systems, must be protected, and the protective measures and/or policies must be specified in a Computer Protection Plan approved by Company Computer Security organization. Adherence to the Plan is required during the performance of Subcontract.

Subcontractor shall implement all recommended requirements contained in latest NIST SP 800-171. If Subcontractor is not NIST SP 800-171 compliant prior to Subcontract award, Subcontractor shall provide an NIST SP 800-171 Implementation Plan, complete with milestones, to ensure full compliance is achieved within 180 days.

C. Material or data containing CUI shall be disposed of in a manner as described in DOE Order 471.7. At a minimum, destruction of CUI, including paper copy or stored in any electronic form/ format (e.g., removable media, backup systems, cloud), must be accomplished according to a National Archives and Records Administration (NARA) approved records schedule, and if determined to be a temporary record, should be disposed of in a manner that makes it unreadable, indecipherable, and irrecoverable. When CUI Specified information is to be destroyed and the applicable LRGWP specifies destruction requirements, the LRGWP must be followed.
   (1) Electronic media must be destroyed in accordance with NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations, or successor standard and NIST SP 800-88, or successor standard. It may also be destroyed through any method of destruction approved for Classified National Security Information (32 CFR 2001.47 or any implementing or successor guidance).For paper destruction, one of two methods must be used: single-step paper destruction or multi-step paper destruction methods.
   (2) Documents containing CUI may also be disposed of in the same manner authorized for Subcontractor disposition of other classified material or data. If the above disposal methods are not available to Subcontractor, Subcontractor may return the CUI matter to the STR for disposition, with the prior approval of the STR.

D. Misuse or mishandling of CUI is subject to penalties established in applicable LRGWP. Subcontractor shall report any non-compliance with handling requirements to the disseminating office using methods approved by the Senior Agency Official (SAO) for CUI.

If Subcontract requires Subcontractor to receive or otherwise transmit CUI, Subcontractor will be required to meet the "Subcontractor CUI Requirements" listed on Company website: SRS - SRNS General Provisions and Related Documents.

E. If Work under Subcontract results in the generation of unclassified documents containing CUI, Subcontractor shall have enough trained CUI review personnel to ensure the prompt and proper review of generated material or data to provide for the identification, marking, and proper handling of material or data determined to contain CUI. Subcontractor Reviewing Officials shall apply or authorize the application of CUI markings to any unclassified matter containing CUI, in accordance with the instructions contained in DOE Manual 471.7, the CUI Registry, and other applicable LRWGP.

F. Requirements of this article, including this paragraph, shall be flowed down to Lower-Tier Subcontract(s).

47.0 SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE

A. "Contract" means this Sales Agreement (except in instances when it is not applicable or appropriate) and includes change orders and modifications to Sales Agreement.

B. "Contractor" means Purchaser, the Party to whom this Sales Agreement is awarded (except in instances when it is not applicable or appropriate).

C. "Government" means Company (except in instances when it is not applicable or appropriate).

D. "Contracting Officer" means the Procurement Representative of Company.

E. "Lower-Tier Subcontractor" means any Party entering into an agreement with Purchaser or any Lower-Tier Subcontractor for the furnishing of Supplies or Services required for performance of this Sales Agreement.

Sales Agreement incorporates the clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, Company will make their full text available.

FAR Clauses

52.204-21	Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (APR 2002)
52.242-15	Stop Work (AUG 1989)
52.245-1	Government Property (SEP 2021)

DEAR Clauses

952.204-2	Security Requirements (JUN 2009)
952.204-71	Sensitive Foreign Nations Controls (MAR 2011)
970.5204-3	Access to and Ownership of Records (OCT 2014)
970.5245-1	Property (DEC 2000)