TC-00020 FP DEMO Revision 10
Effective with procurement actions solicited on or after 10/12/2026 or as directed in PN 188.

GENERAL TERMS AND CONDITIONS FOR FIXED-PRICE DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS ORDERS UNDER

NATIONAL NUCLEAR SECURITY ADMINISTRATION PRIME CONTRACT NO. DE-AC09-08SR22470
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
SAVANNAH RIVER SITE (SRS), 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 ORDER OF PRECEDENCE

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

(1) Negotiated Terms and Conditions
(2) Terms and Conditions
(3) Articles Incorporated by Reference
(4) Statement of Work or other description of Services or Supplies

3.0 INDEPENDENT CONTRACTOR

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

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

4.0 ACCEPTANCE OF TERMS AND CONDITIONS

A. Subcontractor, by signing Subcontract or delivering Supplies identified herein, agrees to comply with all terms and conditions and all specifications and other Subcontract documents incorporated by reference or attachment. Subcontractor shall be solely responsible for requesting instructions and interpretations and shall be solely liable for costs and expenses arising from Subcontractor's failure to do so. All rights and obligations shall survive final performance of Subcontract.

B. Subcontract sets forth the entire agreement between Parties concerning the subject matter of Subcontract. To avoid any doubt, Subcontract supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether oral or written, pertaining to the subject matter hereof, and it supersedes and takes precedence over any conflicting or supplemental terms and conditions included in any Subcontractor proposal, quote, acknowledgement, or invoice, all of which are hereby objected to and expressly rejected.

C. If Subcontract requires on-site Work, Subcontractor will be required to meet the "On-Site Requirements" listed on Company website: SRS - SRNS General Provisions and Related Documents

5.0 SUBCONTRACTING

A. Subcontractor is required to be registered in the System for Award Management (SAM) and maintain an active Unique Entity Identifier (UEI). Subcontractors shall maintain registration in SAM during Subcontract performance and through final payment of any subcontract, basic agreement, basic order agreement, or blanket purchasing agreement, in compliance with FAR 52.204-7 and FAR 42.12. In addition, Subcontractor Information Form (SIF) must be completed and submitted with Subcontractor's solicitation response.

B. Fees for Site required training classes will be absorbed by Company and Subcontractor's attendance time will be compensated for the initial attendance. If Subcontractor's employee does not successfully pass the course, Subcontractor's attendance time for a second pass and beyond will not be reimbursed; however, the class fees will continue to be absorbed by Company. The same scenario applies for substance abuse testing.

C. Subcontractor shall not subcontract all or substantially all Work without prior written electronic approval of Company. This provision shall not apply to purchases of standard commercial Supplies on which Subcontractor shall perform further Work

6.0 LOWER-TIER SUBCONTRACTORS

A. The requirements of this Article shall be flowed down to all Lower-Tier Subcontractors.

B. When the use of a Lower-Tiered Subcontractor is determined to be necessary, Higher-Tiered Subcontractor shall flow down those terms and conditions applicable for the activities within Lower-Tiered Subcontractor's defined scope of Work, in accordance with referenced codes/standards/material Specifications, and any other requirements included within Subcontract.

C. Higher-Tiered Subcontractors shall flow down all commercial terms and conditions, including Articles incorporated by reference, to Lower-Tiered Subcontractor(s), including verification Lower-Tiered Subcontractor(s) has been appropriately qualified to perform activities required to satisfy this Subcontract. Higher-Tiered Subcontractor shall 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 Lower-Tiered Subcontractor to Higher-Tiered Subcontractor(s) deems it necessary to Subcontract further its parts of Subcontract.

7.0 AUTHORIZED REPRESENTATIVES AND NOTICE

Unless otherwise specified, all notices and communications in accordance with or related to Subcontract shall be between authorized representatives designated in writing by Parties. Notices shall be in writing and may be served either personally on the authorized representative of the receiving Party, by email, courier or express delivery, or certified mail to the address shown on the face of Subcontract or such address as directed by notice.

8.0 CHANGES

Company reserves the right to make changes within the general scope of Subcontract by issuance of unilateral change order or by bilateral modification to Subcontract. 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. Subcontractor 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 Subcontract shall be made by Parties in bilateral modification to Subcontract. For any change, whether directed or constructive, Subcontractor must assert any request for equitable adjustment under this Article in writing, together with such supporting information as Company may require, electronically and within thirty (30) days from date of Subcontractor's first knowledge of the change, or Subcontractor's right to assert such request for equitable adjustment shall be waived.

9.0 ASSIGNMENT FOR THE BENEFIT OF GOVERNMENT

A. Assignment by Company. Subcontract may be unilaterally assigned by Company to Government or Government's designee, with subsequent written electronic notice of such assignment to Subcontractor. Following such transfer and assignment, Company shall have no further responsibilities hereunder.

B. Assignment by Subcontractor. Unless permitted in paragraph C of this Article, Subcontractor shall not assign Subcontract, including any rights or obligations thereunder, wholly or in part, voluntarily, by operational of law, or otherwise without the prior written electronic consent of Company. Any assignment of Subcontract in violation of the foregoing shall, at the unilateral option of Company, be void. Subcontractor shall submit the documentation prescribed in FAR 42.12 when requesting Company's acceptance of Subcontractor's successor in interest or to recognize Subcontractor's change of name.

C. Assignment of Rights to be Paid. Subcontractor may assign rights to be paid, amounts due, or to become due to a bank, trust company, or other financing institution, including a Federal lending agency, if Procurement Representative is promptly furnished written notice and a signed copy of such assignment, provided any assignment of monies shall be subject to (1) proper setoffs in favor of Company and (2) any deductions provided for in Subcontract.

D. Funding. Unless at the unilateral discretion of Company, Company shall make all payments under Subcontract from Government funds advanced and agreed to be advanced by Government, and not from its own funds. In almost all circumstances, funds recovered by Company from Subcontractor are Government funds.

E. Right to Recovery. If Company seeks recovery from Subcontractor, Subcontractor agrees it shall not plead, assert, or raise, in any manner, a defense in which Company has no right to recover (1) because Company, itself, rather than Government, has suffered no damages on account of the cost-reimbursable nature of Company's Prime Contract with Government, or (2) because Government has accepted the project or task performed under Subcontract.

10.0 APPROVALS

The approval by Company of designs, Work drawings, specifications, reports, or any other data submitted by Subcontractor hereunder shall not affect or relieve Subcontractor from any responsibility to furnish said Supplies in full conformance with the requirements of Subcontract.

11.0 DISPUTES

A. Subcontractor and Company agree to make good-faith efforts to settle any dispute or Claim arising under Subcontract through discussion and negotiation. If such efforts fail to result in a mutually agreeable resolution, Parties shall consider the use of Alternative Dispute Resolution (ADR). Whether meditation or binding arbitration is voluntarily agreed to, or court ordered, the

site of the proceedings shall be Aiken, South Carolina; Parties shall share the cost of obtaining mediator or arbiter, and each Party shall bear its discretionary costs.

B. "Claim," as used in this Article, means a written demand or written assertion by one Party seeking, as a matter of right, payment of money in a sum certain, adjustment or interpretation of Subcontract terms, or other relief arising from or relating to Subcontract, or its breach. However, a written demand or written assertion by Subcontractor seeking the payment of money is not a Claim until certified if certification is required by paragraph (D) below. A request for payment (e.g., voucher, invoice, or other routine request for payment, a termination settlement proposal, or a request for adjustment or equitable adjustment) not in dispute when submitted is not a Claim. An initially undisputed request for payment may be converted to a Claim by Subcontractor by complying with the submission and applicable certification requirements in paragraphs (C) and (D) below.

C. A Claim by Subcontractor shall be made in writing, citing this Article, and submitted to Procurement Representative with a request for Final Decision.
(1) Claim from Subcontractor shall be deemed denied if Procurement Representative does not issue a written Final Decision (i) by the date Final Decision would be issued as notified by Procurement Representative notified Subcontractor the decision would be issued, or (ii) within sixty (60) calendar days after receipt of Claim if Procurement Representative did not notify Subcontractor of a date by which the Final Decision would be issued. Procurement Representative may, but is not required to, issue a written Final Decision after Claim is deemed denied.
(2) Procurement Representative's Final Decision on any Subcontractor Claim shall be final and conclusive between Parties with no right of judicial review, provided however, the Final Decision shall not be final and binding against either Party, and shall be given no evidentiary weight by the trier of fact, if Subcontractor files suit within ninety (90) calendar days of the written Final Decision in the appropriate court as provided for in paragraph (E) below.
(3) Subcontractor shall have no right to file suit prior to the date of the written Final Decision or sixty (60) calendar days from Procurement Representative's receipt of Claim, whichever occurs earlier.

D. Subcontractor and any Lower-Tier Subcontractor(s) whose portion of Claim exceeds $50,000 shall certify its portion of the Claim; provided however, if Subcontractor cannot certify Lower-Tier Subcontractor's portion of Subcontractor's Claim, Subcontractor shall explain in writing why it cannot certify Lower-Tier Subcontractor's portion.
(1) Company shall not be liable for, and shall not pay, any Claim originated by Subcontractor if a Claim exceeds $50,000 unless Subcontractor's Claim is accompanied by the certification below from Subcontractor.
(2) Company shall not be liable for, and shall not pay, any Claim of a Lower-Tier Subcontractor to Subcontractor if Lower-Tier Subcontractor Claim, without mark-ups by a Higher-Tier Subcontractor or Subcontractor, exceeds $50,000 unless a Claim is accompanied by the below certification from Lower-Tier Subcontractor originating the Claim.
(3) The aggregate amount of both increased and decreased costs shall be used to determine when the dollar threshold requiring certification is met.

CERTIFICATION
I certify under penalty of law: this Claim is made in good faith; the supporting data is accurate and complete to the best of my knowledge and belief; the amount requested accurately reflects the Subcontract adjustment for which Subcontractor believes Company is liable; and I am duly authorized to certify the claim on behalf of [[Subcontractor or Lower-Tier Subcontractor, as appropriate]].

I further acknowledge Company is a prime contractor to Government, and this Claim, if accepted by Company, will be paid for with Government funds and therefore be paid by Government through a letter of credit arrangement with Company, and a false or fraudulent claim may subject me and/or Subcontractor to penalties, including, but not limited to, those under the False Claims Act, 31 U.S.C. 3729-3733.

E.
(1) State Agency. Where Subcontractor is a State agency, such as an Educational Institution, the applicable constitutional provisions or statutes governing sovereign immunity shall dictate the appropriate forum and law governing substantive issues.
(2) Seller not a State Agency.
a. Any litigation shall be brought and prosecuted exclusively in Federal District Court, with venue in the United States Court for the District of South Carolina, Aiken Division.
b. In the event requirements for jurisdiction in Federal District Court are not present, such litigation shall be brought in either Aiken, Barnwell, or Allendale County, South Carolina.
(3) Parties agree to trial by judge alone and hereby waive any right to demand a trial by jury.
(4) If a court awards interest of any kind, interest shall be simple interest at the applicable rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563). If a court awards prejudgment

interest, interest shall accrue from no earlier than the date a Claim is received by Procurement Representative.

F. Subject to (E)(1), the resolution of all issues arising from or relating to Subcontract shall be governed to the maximum extent practicable by the common law of federal contracts; provided, however, (i) the "Christian Doctrine" shall not apply, meaning Government procurement clauses (e.g., FAR and DEAR) or portions thereof not appearing in Subcontract shall not be read into Subcontract, and (ii) where the language of any Article, provision or term herein differs from the language of a Government procurement clause, provision or term, the differing language of Subcontract shall control. Where the common law of federal contracts does not apply, then subject to (E)(1), resolution shall be governed by the laws of the State of South Carolina, without regard to its Conflicts of Laws rules.

G. There shall be no interruption in the performance of Work, and Subcontractor shall proceed diligently with the performance of Subcontract pending final resolution of any dispute arising under or related to Subcontract between Parties or between Subcontractor and its Lower-Tier Subcontractor(s).

H. Contractual remedies in this Article shall not be deemed to waive, postpone the running of, extend, or otherwise affect any statute of limitation applicable to any request for payment or Claim.

12.0 TERMINATION AT COMPANY'S OPTION

A. Company shall have the right at any time, with or without cause, to terminate further performance of Work, by written notice to Subcontractor, specifying date of termination. On the date of such termination stated in said notice, Subcontractor shall discontinue performance of Work, and shall preserve Work in progress and completed Work, pending Company's instructions, and shall turn over such Work in accordance with Company's instructions.

B. If Subcontractor has fully and completely performed all obligations under Subcontract up to the date of termination, Subcontractor shall recover from Company as complete and full settlement for such termination: (a) for Work to be performed for a lump sum contract price under Subcontract, the actual costs of all such Work satisfactorily executed to the date of termination, plus overhead and profit on such costs based on the percentage agreed to in the original schedule of values. (b) actual cost incurred by Subcontractor to return Subcontractor's field tools and equipment, if any, to its or its Lower-Tier Subcontractor's premises and to turn over Work in progress and completed Work in accordance with Company's instructions; plus, (c) actual substantiated cost necessarily incurred in effecting the termination; less, (d) all amounts previously paid to Subcontractor for the Work. This is more fully delineated in FAR 31.205-42, set forth in its entirety in Part 4.

C. All claims under any of the foregoing provisions of this Article shall be supported by Subcontractor's accounting records or other such documentation satisfactory in form and content to Company and verified by Company. In no event shall Subcontractor be entitled to any consequential damages, including but not limited to prospective profits, loss of future business, loss of production and impairment of credit, and any other such perspective damages because of the termination. All payments made pursuant to Termination at Company's Option will be subject to audit. If Company elects to audit Subcontractor's claims for termination for convenience costs, no payments will be made to Subcontractor, including any outstanding pre-termination costs, until the audit has been completed. The warranty obligations in Subcontract will survive the termination.

13.0 TERMINATION FOR DEFAULT

A. Company may terminate Subcontract, in whole or in part, if Subcontractor: (1) fails to supply enough properly skilled workers or proper Supplies or equipment so as to endanger performance of Subcontract; (2) fails to make payment to Lower-Tier Subcontractors for Supplies or labor in accordance with the respective Subcontracts between Subcontractor and Lower-Tier Subcontractors; (3) disregards applicable laws, ordinances, rules, regulations, directives, or orders, or instructions of Company; (4) fails to adhere to the time specified in Subcontract for performance of Services or delivery of Supplies or Services; or (5) otherwise fails to comply with any Supplies terms of Subcontract. Company's right to terminate Subcontract may be exercised if Subcontractor does not cure such failure within ten (10) days after receipt of notice from Company specifying the failure.

B. Company may take possession and use any Supplies, tools, equipment, and the construction facilities and premises and finish the Work by whatever method Company deems expedient at Subcontractor's expense which includes any increased cost incurred which exceeds Subcontract price.

C. Subcontractor will not be deemed to be in default for failure to perform caused by the failure of a Lower-Tier Subcontractors if the failure was beyond the control of both Subcontractor and Lower-Tier Subcontractors and without the fault or negligence of either.

D. The rights and remedies of Company in this Article are in addition to any other rights and remedies provided by law or under Subcontract.

14.0 EXCUSABLE DELAYS

A. Subcontractor shall not be liable to Company if its nonperformance is caused by an occurrence beyond the reasonable control of Subcontractor and without its fault or negligence, such as acts of God or the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. However, if Subcontractor's failure to perform Work is caused by the failure of its Lower-Tier Subcontractor(s) to perform or make progress, and if the cause of such failure was beyond the reasonable control of both Subcontractor and Lower-Tier Subcontractor(s) and without the fault or negligence of either, then Subcontractor shall not be deemed to be in default, unless Supplies or Services were timely obtainable from other sources. Subcontractor shall notify Procurement Representative in writing as soon as possible after any excusable delay period begins and ends.

B. Company shall not be liable to Subcontractor if Company's nonperformance is caused by an occurrence beyond the reasonable control of Company and without its fault or negligence, such as acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Subcontractor's sole remedy shall be a schedule extension to Subcontract if the facts support the extension requested by Subcontractor. Procurement Representative shall notify Subcontractor in writing as soon as reasonably possible after an excusable delay period begins and ends.

15.0 PAYMENT BY COMPANY TO SUBCONTRACTOR

A. Company shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Company, on estimates approved by Company. Except as provided in paragraph B below, in making progress payments, Company shall retain ten (10) percent of the estimated payment until final completion and acceptance of Subcontract Work. However, if Company finds satisfactory progress was achieved during any period for which a progress payment is to be made, Company may authorize such payment in full, without retaining a percentage. Also, on completion and acceptance of each unit or division for which the price is stated separately, Company may authorize full payment for each of the unit or division without retaining a percentage.

B. When the Work is substantially completed, Company shall retain an amount considered adequate for protection of Company and Government and, at Company's discretion, may release all or a portion of any excess amount.

C. In further consideration of performance, Subcontractor/Supplier shall receive title to all property to be dismantled or demolished for what is not specifically designated as being retained by Company. Except as provided in paragraph D below the title shall vest in Subcontractor/Supplier immediately upon Company's issuing the notice of award, or if a performance bond is to be furnished after award, upon Company's issuance of a notice to proceed with the Work. Company shall not be responsible for the condition of or any loss or damage to, the property.

D. Upon written electronic notice to Subcontractor/Supplier while the aforesaid property remains in the possession of Subcontractor/Supplier, Company may reclaim title to any of the property if Company determines:
   (1) The property does contain, or may contain, classified U.S. Government data (in any form), and/or technology sensitive to the national interest, or
   (2) The property is "Proliferation Sensitive Property", as defined herein.

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

E. Upon completion and acceptance of all Work and receipt of a properly executed invoice, Company shall make final payment of the amount due to Subcontractor/Supplier under Subcontract. If requested, Subcontractor/Supplier shall release all claims against Company arising under Subcontract, other than any claims Subcontractor/Supplier specifically excepts, in stated amounts, from operation of the release.

F. Overpayments. If Subcontractor/Supplier becomes aware of a duplicate invoice payment or Company has otherwise overpaid on an invoice payment, Subcontractor/Supplier shall immediately notify Company and request instructions for disposition of the overpayment.

16.0 PAYMENT BY SUBCONTRACTOR TO COMPANY

A. Subcontractor shall receive title to all property to be dismantled, demolished, or removed under Subcontract and not specifically designated in the Schedule as being retained by Company. Except as provided in paragraph C below, the title shall vest in Subcontractor immediately upon Company's issuing the notice of award, or if a performance bond is to be furnished, upon Company's issuing a notice to proceed with the Work. Company shall not be responsible for the condition of or any loss or damage to, the property.

B. Subcontractor shall promptly remove from the site all property acquired by Subcontractor. Company shall not permit storage of property on the site beyond completion date.

C. Upon written electronic notice to Subcontractor while aforesaid property remains in the possession of Subcontractor, Company may reclaim title to any of the property if Company determines:
   (1) The property does contain, or may contain, classified U.S. Government data (in any form), and/or technology sensitive to the national interest, or
   (2) The property is "Proliferation Sensitive Property", as defined herein.

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

D. Subcontractor shall perform Work within the time called for under Subcontract, and before proceeding with Work, shall make full payment to Company, as provided for in the Schedule. Checks shall be made payable to the office designated in Subcontract.

17.0 INCREMENTAL PAYMENT BY SUBCONTRACTOR TO COMPANY

A. Subcontractor shall make payment to Company in the amount and frequency specified in Subcontract. Checks shall be made payable to the office designated in Subcontract.

B. Except as provided in paragraph C below, and upon Company's receipt of each increment of payment, Subcontractor shall receive title to such property as Company determines to be fair and reasonable for the determined increment of payment. Upon receipt of Subcontractor's final payment, all title which has not passed to Subcontractor shall vest in Subcontractor, unless specifically designated in the Schedule as being retained by Company. Company shall not be responsible for the condition of or any loss or damage to, the property.

C. Upon written electronic notice to Subcontractor while the aforesaid property remains in the possession of Subcontractor, Company may reclaim title to any of the property if Company determines:
   (1) The property does contain, or may contain, classified U.S. Government data (in any form), and/or technology sensitive to the national interest, or
   (2) The property is "Proliferation Sensitive Property", as defined herein.

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

D. Subcontractor shall promptly remove from the site all property acquired by Subcontractor. Company will not permit storage of property on the site beyond the completion date.

18.0 PAYMENT BY ELECTRONIC FUNDS TRANSFER

A. Methods of Payment.
   (1) Payments by Company under Subcontract shall be made by Electronic Funds Transfer (EFT) except as provided in paragraph A(2) of this Article. As used in this Article, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
   (2) In the event Company is unable to release one or more payments by EFT, Subcontractor agrees to either:

i. Accept payment by check or some other mutually agreeable method of payment; or
ii. Request Company to extend payment due dates until such time as Company makes payment by EFT.

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

C. Mechanisms for EFT Payment. Company may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System.

D. Suspension of Payment.
(1) Company is not required to make any payment under Subcontract until after receipt, by the designated office, of the correct EFT payment information from Subcontractor. Until receipt of the correct EFT information, any invoice or Subcontract financing request shall be determined to be an incorrect invoice for the purpose of payment under Subcontract.
(2) If the EFT information changes after submission of correct EFT information, Company shall begin using the changed EFT information no later than thirty (30) days after its receipt by the designated office. However, Subcontractor may request no further payments be made until the updated EFT information is implemented by the payment office.

E. Payment Information. On the day payment on Subcontractor's invoice is due, Company will issue instructions to its bank to transfer payment to Subcontractor and will also send a FAX to Subcontractor explaining the details to support the payment.

F. Liability for Uncompleted or Erroneous Transfers.
(1) If an uncompleted or erroneous transfer occurs because Company used Subcontractor's EFT information incorrectly, Company remains responsible for –
i. Making a correct payment; and
ii. Recovering any erroneously directed funds.
(2) If an uncompleted or erroneous transfer occurs because Subcontractor's EFT information was incorrect, or was revised within thirty (30) days of Company release of the EFT payment transaction instructions to the bank, and –
i. If the funds are no longer under the control of the payment office, Company is considered to have made payment and Subcontractor is responsible for recovery of any erroneously directed funds; or
ii. If the funds remain under the control of the payment office, Company shall not make payment and the provisions of paragraph D shall apply.

19.0 PROGRESS

A. 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 so notify Subcontractor who shall thereupon 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 the currently approved Subcontract schedule, Company may require an increase in Subcontractor's labor force, the number of shifts, overtime operations, additional days of Work per week and an increase in the amount of construction plant, 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.

B. Failure of Subcontractor to comply with Company's instructions may be grounds for determination by Company which Subcontractor is not prosecuting the Work with such diligence as will assure completion within the times specified. Upon such determination, Company may terminate, in accordance with the applicable provisions of Subcontract, Subcontractor's right to proceed with the performance of Subcontract.

20.0 TAXES

Subcontract price includes all applicable federal, state, and local taxes. Company holds a limited sales and use tax exemption from South Carolina, pursuant to S.C. Code Section 12-36-2120(29), which Company will make available to Subcontractor for inspection. Company will not execute form Section B, Agents of the Contractor.

21.0 COMPLIANCE WITH LAWS

A. Subcontractor shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations unless relief has been granted in writing by the appropriate regulatory agency. Except as otherwise directed by Company, Subcontractor shall procure, without additional expense to Company, all necessary permits and/or licenses.

B. Requirements of this Article, including paragraph (B), shall be flowed down to all Lower-Tier Subcontractors.

22.0 RESERVED

23.0 BANKRUPTCY

If Subcontractor enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to Company Procurement Representative within five (5) days of initiating the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of Company Subcontract Numbers for which final payment has not been made.

24.0 PUBLIC RELEASE OF INFORMATION

Information, data, photographs, sketches, advertising, announcements, denial, or confirmation of same, or items of a similar nature, relating to Subcontract, which Subcontractor desires to release or publish, shall be submitted to Company for approval eight (8) weeks prior to the desired release date. As part of the approval request, Subcontractor shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases by Subcontractors shall have the prior approval of Company. Subcontractor shall include all provisions of this article including this sentence in all Subcontracts or orders under Subcontract. Company's approval shall not be unreasonably withheld.

25.0 RIGHTS TO PROPOSAL DATA

Except for the technical data contained on those pages of Subcontractor's proposal which are specifically identified in Subcontract with specific reference to this article and asserted by Subcontractor as being proprietary data, it is agreed , as a condition of the award of Subcontract and notwithstanding the provisions of any notice appearing on the proposal or elsewhere, Company and Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which Subcontract is based.

26.0 PATENTS AND COPYRIGHTS

A. Subcontractor shall, at its own expense, defend any suit or proceeding brought against Company and/or its Subcontractors, mediate and immediate, so far as based on any allegation in which any goods, material, equipment, device, item, method, or Article (hereinafter referred to as "Product") or any part thereof furnished hereunder constitutes an infringement of any claim of any patent or violation of any copyright.

B. If Product, or any part thereof, furnished hereunder is held, in any suit or proceeding so defended to constitute infringement and Product's use is enjoined, Subcontractor shall, at its option and its own expense, in a timely manner either (i) procure for Company and its Subcontractors, mediate and immediate, the right to continue using Product or part thereof, or (ii) replace it with a substantially equivalent non-infringing Product, or (iii) modify Products so it becomes non-infringing but is substantially functionally equivalent.

27.0 REPORTING OF ROYALTIES

If any royalty payments are directly involved in Subcontract or are reflected in Subcontract price, Subcontractor agrees to report in writing (electronically) to Company during the performance of Subcontract and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of Subcontract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit identification of the patents or other basis on which the royalties are to be paid. The approval of Government or Company of any individual payments or royalties shall not preclude Government or Company at any time from contesting the enforceability, validity, or scope of, or title to, any patent under which a royalty or payment is made. This Article shall be included in all Subcontracts expected to exceed $25,000.

28.0 WORKMANSHIP AND MATERIALS

A. Unless Subcontract specifies otherwise, Subcontractor represents all workmanship will be first class and Supplies and components, including any former Government property identified in Subcontract are new, including recycled (not used or reconditioned) in conformance with industry standards and are not of such age or so deteriorated as to impair their usefulness or safety. Subcontractor shall not provide material or equipment containing material known to be suspect or counterfeit (see paragraph E below). If Subcontractor believes furnishing used or reconditioned Supplies or components will be in Government's interest, Subcontractor shall notify Company Procurement Representative in writing. Subcontractor's notice shall include a proposal for consideration by Company which states the reason for the request to use reconditioned or used Supplies or components.

B. Where items are referred to in the specifications as "equal to" any particular standard, Company shall decide the question of equality.

C. If required elsewhere in Subcontract, Subcontractor shall submit for approval samples or test results on any materials proposed to be incorporated in Work before making any commitment for the purchase of such materials. Such approval shall not relieve Subcontractor of any of its obligations hereunder.

D. All Work under Subcontract shall be performed in a skillful and workmanlike manner. Subcontractor agrees to utilize only experienced, responsible, and capable employees, to include Lower-Tier Subcontractors, in the performance of Work. Company may require Subcontractor remove from the job, employees to include Lower-Tier Subcontractors, who endanger persons or property, or whose continued employment under Subcontract is inconsistent with the interests of security or safety at the Company.

E. Suspect or Counterfeit Parts

(1) Subcontractors shall supply products at Company which are not and do not contain suspect/counterfeit parts. A suspect item is an item in which there is an indication by visual inspection, testing, or other information which may not conform to established Government or industry accepted specifications or national consensus standards. A suspect/counterfeit item is any item which is a copy or substitute without legal right or authority to do so, or one whose material, performance, characteristics, or identity does not appear to be authentic and is verified to be either counterfeit or fraudulent. Failure by Subcontractor to document material substitution or identify an item has been refurbished or remanufactured is considered to be fraud, and the item then becomes suspect/counterfeit.

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

29.0 WARRANTY

A. Subcontractor warrants Supplies shall be free from defects in material and workmanship, of the most suitable grade of their respective kinds for the purpose, and comply with requirements set forth in Subcontract, until one year after first placed into service by Company, or three (3) years after acceptance, whichever occurs first. Subcontractor shall correct any nonconformity with this warranty at its sole expense, as directed by Company, by promptly: (i) repairing or replacing the nonconforming Supplies specified (and correcting any plans, specifications, or drawings affected); (ii) furnishing Company any materials, parts, and instructions necessary to correct or have corrected the nonconformity, or (iii) paying to Company a portion of Subcontract price as is equitable under circumstances.

B. Subcontractor warrants Services shall reflect the industry standards of professional knowledge and judgment, shall be free from defects in workmanship, and shall be in compliance with all requirements of Subcontract, until one (1) year from the completion of Services. Subcontractor shall correct any nonconformity with this warranty at its sole expense, as directed by Company, by promptly (i) re-performing the nonconforming Services or (ii) paying to Company a portion of Subcontract price as is equitable under the circumstances.

C. If Subcontractor fails to perform its obligations promptly under this article, Company may perform, or have performed such obligations and Subcontractor shall pay Company all charges occasioned thereby.

D. The warranty with respect to corrected Supplies, or Services shall be subject to the same terms as the warranty provided for in paragraphs A and B of this article. The warranty for other than corrected or replaced Supplies or Services shall continue until

the expiration of such period and a period equal to the time elapsed between the discovery of the nonconformity and its correction.

E. Unless installation is an element of Work, Subcontractor shall not be obligated under this Article for costs of removal or reinstallation of any Supplies furnished or items Serviced hereunder from the location of their installation, or for costs of removal or reinstallation of structural parts or Supplies not furnished by Subcontractor hereunder. Subcontractor shall in any event bear all packing, packaging, and shipping costs from the place of delivery to the Subcontractor's plant and return to the place of delivery and shall bear all risk of loss or damage for the Supplies upon which Services have been performed or Supplies while in transit.

F. Unless decontamination is an element of Work, in the event Subcontractor's costs in correcting any nonconformity under this article are increased solely because Supplies furnished or items Serviced hereunder must be decontaminated to the level specified in the definition of "radiation area" in 10 CFR 20.202, Subcontract price shall be equitably adjusted to reflect such additional costs after prompt written electronic notification thereof by Subcontractor to Company.

G. The provision of this Article shall apply notwithstanding inspection, acceptance, or any other Article of Subcontract, and shall not limit any other rights and remedies of Company.

H. Latent Defects. In the event Subcontractor becomes aware of any latent defect(s) in any Supplies(s) furnished under Subcontract, Subcontractor shall promptly notify Company Procurement Representative. This notice shall provide at a minimum the following information:
(1) Full description of the Supplies(s),
(2) Manufacturer, model, and/or part number,
(3) Complete description of latent defect(s),
(4) Impact of defect(s) on the operation of the Supplie(s),
(5) Action(s) to be taken by Company relative to return, re-fit, repair, etc.,
(6) Date of purchase by Company, and
(7) Applicable Company Subcontract number.

30.0 INSPECTION OF SUPPLIES AND SERVICES

A. Definitions
(1) "Services" as used in this Article includes Services performed, workmanship, and Supplies furnished or utilized in the performance of Services.
(2) "Supplies" as used in this Article, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of Supplies.

B. Subcontractor shall provide and maintain an inspection system acceptable to Company covering Services and/or Supplies and shall tender to Company for acceptance only Supplies having been inspected in accordance with accepted inspection system and have been found by Subcontractor to be in conformity with Subcontract requirements. As part of the inspection system, Subcontractor shall prepare records evidencing all inspections made under the inspection system and inspection outcome(s). These records shall be kept complete and made available to Company and Government during Subcontract performance and for as long afterwards as Subcontract requires. Company and Government may perform reviews and evaluations reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner will not unduly delay Work. The right of review, whether exercised or not, does not relieve Subcontractor of its obligations under Subcontract.

C. Company and Government have the right to inspect and test all Supplies and Services called for by Subcontract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. Company and Government shall perform inspections and tests in a manner not unduly delaying Work. Company and Government assume no contractual obligation to perform any inspection and test for the benefit of Subcontractor, unless specifically set forth elsewhere in Subcontract.

D. If Company or Government performs an inspection or test on the premises, or remotely/virtually, of Subcontractor, Subcontractor shall furnish and shall require Subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in Subcontract, Company shall bear the expense of Company and Government inspections or tests made at other than Subcontractor's premises; provided, in case of rejection, Company and Government shall not be liable for any reduction in the value of inspection or test samples.

E.

(1) When Supplies or Services are not ready at the time specified by Subcontractor for inspection or test, Company may charge Subcontractor additional cost to Company related to the inspection or test.
(2) Company may also charge Subcontractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.

F. Company has the right to reject or to require correction of nonconforming Supplies. Supplies are nonconforming when defective in material, workmanship, or are otherwise not in conformity with Subcontract requirements. Company may reject nonconforming Supplies with or without disposition instructions.

G. Subcontractor shall remove Supplies rejected requiring correction. However, Company may require correction in place, promptly after notice, by and at the expense of Subcontractor. Subcontractor shall not tender for acceptance corrected or rejected Supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose corrective action(s) taken.

H. If any Services do not conform to Subcontract requirements, Company may require Subcontractor to perform Services again in conformity with Subcontract requirements, at no increase in Subcontract amount. When defects in Services cannot be corrected by re-performance, Company may:
(1) Require Subcontractor to take necessary action to ensure future performance conforms to Subcontract requirements and
(2) Reduce Subcontract price to reflect reduced value of Services performed.

I. If Subcontractor fails to remove, replace, or correct rejected Supplies promptly, required to be removed or to be replaced or corrected, or to re-perform nonconforming Services promptly in conformance with Subcontract requirements; or to take necessary action(s) to ensure future performance of Services in conformity with Subcontract requirements, Company may:
(1) By Subcontract or otherwise, remove, replace, or correct Supplies and perform Services and charge cost to Subcontractor;
(2) Terminate Subcontract for default; or
(3) Require delivery and make an equitable price reduction.

J.

(1) If Subcontract provides for the performance of quality assurance at source, whether performed on the Subcontractor's premises or remote/virtually, and if requested by Company, Subcontractor shall furnish advance notification of time and date when:
    i. Subcontractor inspection or tests will be performed in accordance with the terms and conditions of Subcontract and
    ii. Supplies will be ready for Company inspection.
(2) Company requests shall specify the period and method of the advance notification and Company representative to whom it shall be furnished. Requests shall not require more than two (2) workdays of advance notification if Company representative is in residence in Subcontractor's plant, nor more than seven (7) workdays in other instances.

K. Company shall accept or reject Supplies as promptly as practicable after delivery, unless otherwise provided in Subcontract. Company's failure to inspect and accept or reject Supplies shall not relieve Subcontractor from responsibility, nor impose liability on Company, for nonconforming Supplies.

L. Inspections and tests by Company and Government do not relieve Subcontractor of responsibility for defects or other failures to meet Subcontract requirements. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in Subcontract.

M. If acceptance is not conclusive for any reason, Company, in addition to any other rights and remedies provided by law, or under other provisions of Subcontract, shall have the right to require Subcontractor to
(1) At no increase in Subcontract price, correct or replace the defective or nonconforming Supplies at the original point of delivery or at Subcontractor's plant, at Company's election, and in accordance with a reasonable delivery schedule as may be agreed upon between Parties; provided Company may require a reduction in Subcontract price if Subcontractor fails to meet such delivery schedule, or
(2) Within a reasonable time after receipt by Subcontractor of notice of defects or nonconformance, repay such portion of Subcontract as is equitable under circumstances if Company elects not to require correction or replacement. When Supplies are returned to Subcontractor, Subcontractor shall bear transportation cost from the original point of delivery to Subcontractor's plant and return to the original point when original point is not Subcontractor's plant.
(3) If Subcontractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of ten (10) days (or such longer period as Company may authorize electronically) after receipt of notice from Company specifying such failure, Company shall have the right by subcontract or other-wise to replace or correct such Supplies and charge to Subcontractor the cost occasioned thereby.

31.0 SUBCONTRACTOR INSPECTION REQUIREMENTS

A. Subcontractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate Supplies or Services furnished under Subcontract conform to Subcontract requirements, including any applicable technical requirements for specified manufacturers' parts. This article takes precedence over any Company inspection and testing required in the specifications, except for specialized inspections or tests specified to be performed solely by Company.

B. Should tests in addition to those required by Subcontract be desired by Company, Subcontractor will be advised in ample time to permit such testing. Such additional tests will be at Company's expense.

C. Subcontractor shall furnish samples as requested and shall provide reasonable assistance and cooperation necessary to permit tests to be performed on Supplies or Work in place including reasonable stoppage of Work during testing.

32.0 PERMITS AND LICENSES

A. Except as otherwise specified, Subcontractor shall procure and pay for all permits, licenses, and inspections, other than inspections performed by Company and shall furnish any bonds, security, or deposits required by Government, state, territory, municipality, or other political subdivisions to permit performance of Work hereunder. This includes but is not necessarily limited to identifying if such permits and licenses are required, compiling information and data required for applications to obtain permits and licenses, filing of necessary applications for such permits and licenses, and providing any additional information or data required.

B. Where permits and licenses are furnished by Company or Government, Subcontractor shall provide all reasonable assistance requested, including the providing of any necessary information or data.

33.0 PERFORMANCE BOND

A. Subcontractor shall furnish a performance bond for the protection of Company and Government in an amount equal to 100 percent of the value of Subcontract (see 1.0 Definitions), and a payment bond in an amount equal to 50 percent of the value of Subcontract.

B. Subcontractor shall furnish all executed bonds, including any necessary reinsurance agreements, to Procurement Representative, within ten (10) days after Notice of Award, but in any event, before starting Work.

C. Company may require additional performance bond protection when the value of Subcontract is increased. Company may secure additional protection by directing Subcontractor to increase the penal amount of the existing bond or to obtain an additional bond.

D. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States.

34.0 WORK ON SRS, GOVERNMENT OR OTHER PREMISES

A. As to the Work to be performed by Subcontractor on premises owned or controlled by SRS, Government, or the premises of other Company subcontractors, Subcontractor assumes the entire responsibility and liability for losses, expenses, damages, demands, and claims in connection with or arising out of any injury including death, or damage to property, sustained in connection with or to have arisen out of the negligent acts or omissions of Subcontractor or Lower-Tier Subcontractors, agents, or employees. Subcontractor shall indemnify and hold harmless Government and Company from and against any and all claims, demands, actions, causes of action including those brought by an employee of Subcontractor or a State Industrial Insurance Subcontractor under a Workers/ Workmen's Compensation Act or statute, suits, damages, expenses including attorney fees and liabilities whatsoever resulting from or arising in any manner on account of or by reason of any injury to or death of any person or any damage to or loss of property attributable directly or indirectly to the negligent acts or omissions of Subcontractor or its Subcontractors, agents, or employees arising out of, or in any way connected with the performance of Subcontract, whether or not caused in any way by some act or omission, negligence or otherwise, of Company or Government; provided however, Subcontractor's duty to indemnify shall not arise if such injury, death, destruction or loss is caused by the negligence of Company or Government. Nothing in the foregoing shall be construed to require Subcontractor to indemnify and save harmless Government and Company from any liability arising out of or resulting from a nuclear incident. To the extent necessary to execute the foregoing indemnification and as permitted by law, Subcontractor specifically waives all immunity provided by any industrial insurance or Workers/ Workmen's Compensation Act or statute.

B. When Subcontractor shall perform any part of Work on the premises of Company or Government during the performance of Subcontract, Subcontractor shall have in force and effect, policies of insurance conforming to the terms set forth in Paragraph C of this Article.

C. 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 SRS and, if in violation of a law, being cited for the violation.
   (1) Subcontractor shall procure and thereafter maintain at its own expense, the following insurance:
      i. Workers' Compensation and Employer's Liability. Limits of Liability: Worker's Compensation: Statutory limits in the jurisdiction wherein the Work is to be performed. Employer's Liability: A minimum of $1,000,000.
      ii. Comprehensive general liability including Bodily Injury and Property Damage. Limits of Liability: A minimum of $1,000,000 Combined Single Limit. Endorsements: Company and Government to be endorsed as Additional Insured. Contractual Liability including all coverage endorsed on the basic policy.
      iii. Automobile Liability including Bodily Injury and Property Damage including All Owned, Non-Owned and Hired. Limits of Liability: $1,000,000 Combined Single Limit
   (2) Certificates of insurance evidencing requirements of this Article have been met shall be furnished to Company before Work is commenced with respect to high hazardous performance under Subcontract, (Ref. OSR 1-183). In addition, a copy of the policy endorsement for Comprehensive General Liability insurance (Ref. paragraph C. (1)(ii) above), naming Company and Government as "Additional Insured", shall be submitted with certificate of insurance. Provisions shall be made for thirty (30) days advance notice by mail to Company of change in or cancellation of such insurance. Certificates shall be issued by insurance carriers satisfactory to Company.
   (3) With respect to all other Services, Statements of Certification of insurance evidencing the requirements of this Article have been met shall be furnished to Company before Work is commenced. In addition, a Statement of Endorsement for Comprehensive General Liability insurance (Ref. paragraph C. (1) (ii) above), naming Company and Government as "Additional Insured", shall be submitted with the certificate of insurance. Provisions shall be made for thirty (30) days advance notice by mail to Company of change in or cancellation of such insurance. Certificates shall be issued by insurance carriers satisfactory to Company.
   (4) In the event Subcontractor fails to furnish such Certifications or Statements of Certification of Insurance, as required in Paragraph 2 herein above, prior to commencement of Work or to continue to maintain such insurance during the performance of Subcontract, Company shall have the right to stop Work and/or to withhold any payments or partial payments required to be made under Subcontract; and shall have the right to continue withholding any or all of said payments so long as Subcontractor has not complied with the requirements of this Article.
   (5) On Subcontracts involving blasting or other hazardous operations, Subcontractor's insurance shall specifically state all blasting or such other hazardous operations are fully covered.

D. Subcontractor agrees to comply with and require its Subcontractors to comply with all applicable laws, rules, and regulations with respect to state industrial insurance or Workers/Workmen's Compensation, occupational disease, occupational safety, and health, or withholding and payment of social security and federal and state income taxes. Subcontractor further agrees to indemnify Company and Government against, and to save and hold harmless Company and Government from, any and all liability and expense with respect to claims against Company or Government which may result from the failure or alleged failure of Subcontractor or of any of its Subcontractors to comply therewith.

E. When Subcontractor shall perform any part of Work on the premises of SRS or other premises owned and/or operated by Government during the performance of Subcontract, Subcontractor shall demonstrate a culture of respect, including having a written policy on Respect in the Workplace; and shall be made available upon request.

35.0 RIGHT OF FIRST REFUSAL OF EMPLOYMENT

The scope of Work described herein as currently being performed by Procurement (Company/BSRI) employees and award of a Subcontract may displace these workers. Consistent with section 3161 of the National Defense Authorization Act (PL 102-484), if Subcontractor needs to hire additional employees beyond those already part of its existing Work force as of the date of this solicitation in order to satisfy the performance requirements set forth by the scope of Work in this solicitation, Subcontractor must first consider the employment of qualified displaced Government contractor employees who meet the 3161 Job Attachment Test prior to using other avenues to fill that employment need. At the time of award of Subcontract, Procurement Representative shall make available to Subcontractor a list of displaced employees with sufficient information to allow for contact. This requirement shall be included in the resultant Subcontract and be in effect from the date of award of Subcontract.

36.0 COMPLIANCE WITH EMPLOYEE CONCERNS

A. Subcontractors shall ensure Subcontractor's employees are aware of SRS and Company's Employee Concerns Programs (ECP) and how to use the program by performing the following:
   (1) Ensure employees are provided with information on SRS and Company's ECP during initial orientation and annual training.
   (2) Ensure posters identifying SRS and Company's ECP telephone "hotline" numbers are displayed in conspicuous locations throughout the worksite. Company will provide posters, as necessary.
   (3) Inform Subcontractor employees of the availability of SRS and Company's ECP in case of dissatisfaction or lack of confidence with other reporting systems.
   (4) Ensure managers and supervisors are aware of the prohibition of any reprisal against employees who have or are believed to have raised or reported concerns.

B. Subcontractors must immediately notify the STR/End User or Procurement Representative of any employee concern involving:
   (1) A condition which constitutes an imminent threat to the health and safety of site personnel or to the general public.
   (2) Circumstances which would cause adverse public reaction or receive local media attention.
   (3) Allegations of reprisal.

C. Subcontractors shall investigate any employee concern referred by the STR and inform the STR/End User of investigation results within 7 days of receipt of concern. Inform the STR in writing (electronically) if an extension to this 7-day timeframe is required, along with status of investigation to date and actions pending to closure. The investigation shall be conducted to the satisfaction of Company Procurement Representative.

37.0 SUBCONTRACTOR'S WORK AREA

Subcontractor Work areas on the Jobsite will be assigned by Company. Subcontractor shall confine its operations to assigned areas. Should Subcontractor find it necessary or advantageous to use any additional off-site area for any purpose whatsoever, Subcontractor shall, at its expense, provide, and make its own arrangements for the use of such additional off-site areas.

38.0 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

A. Subcontractor shall have the sole responsibility for satisfying itself concerning nature and location of Work and general and local conditions, including but not limited to the following:
   (1) Transportation, access, disposal, handling, and storage of Supplies,
   (2) Availability and quality of labor, water, electric power, and road conditions,
   (3) Climatic conditions, tides, and seasons,
   (4) River hydrology and river stages,
   (5) Physical conditions at Jobsite and the project area as a whole,
   (6) Topography and ground surface conditions, and
   (7) Equipment and facilities needed preliminary to and during the performance of Work.

B. The failure of Subcontractor to acquaint itself with any applicable conditions will not relieve Subcontractor of responsibility for properly estimating either difficulties or cost of successfully performing Subcontractor's obligations under Subcontract.

C. Where Company, or Government has made investigations of subsurface conditions in areas where Work is to be performed under Subcontract, such investigations are made by Company and Government for the purpose of study and design. If records of such investigations are included in Subcontract Documents, interpretation of such records shall be the sole responsibility of Subcontractor. Neither Company, nor Government assumes any responsibility whatsoever in respect to sufficiency or accuracy of such investigations, the records thereof, or of the interpretations set forth and there is no warranty or guarantee, either express or implied, conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or the unforeseen developments may not occur, or Supplies other than or in proportions different from those indicated may not be encountered.

39.0 CLEANING UP

Subcontractor shall, at all times, keep its Work areas in a neat, clean, and safe condition.

A. Upon completion of any portion of Work, Subcontractor shall promptly remove from Work area all its equipment, and surplus Supplies not to be used at or near the same location during later stages of Work.

B. Upon completion of Work and prior to final payment, Subcontractor shall at its expense satisfactorily dispose of all rubbish, remove all plant, buildings, equipment, and Supplies belonging to Subcontractor; and return to a Company warehouse or Jobsite storage area all salvageable Company or Government supplied materials. Subcontractor shall leave the premises in a neat, clean, and safe condition.

C. C. In event of Subcontractor's failure to comply with the foregoing, Company will accomplish same at Subcontractor's expense.

40.0 SUBCONTRACTOR'S LIABILITY FOR FINES AND PENALTIES

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

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

41.0 FOREIGN NATIONALS

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

A. Subcontractor shall obtain the approval of Company Procurement Representative, in writing (electronically) prior to the employment of, or participation by, any Foreign National or Dual Citizen in the performance of Work under Subcontract or any Lower-Tier Subcontract at off-site locations.

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

C. If the statement of Work is accompanied by an approved Exception from Foreign National Information Requirements form, Subcontract does not require Subcontractor to provide foreign national information which would otherwise be required.

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

42.0 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.

43.0 COUNTERINTELLIGENCE

A. Subcontractor shall take all reasonable precautions in the Work under Subcontract to protect Company/Government programs, facilities, technology, personnel, unclassified sensitive information and classified matter from foreign intelligence threats and activities conducted for governmental or industrial purposes, in accordance with DOE Order 475-1, Counterintelligence Program; Executive Order 12333, U.S. Intelligence Activities; and other pertinent national and Departmental Counterintelligence requirements.

B. Subcontractor shall comply with requirements established by the DOE-SR Counterintelligence Officer. The DOE-SR Counterintelligence Officer will be responsible for conducting defensive Counterintelligence briefings and debriefings of Subcontractor employees traveling to foreign countries or interacting with foreign nationals. Subcontractor shall be responsible for requesting defensive Counterintelligence briefings and debriefings of Subcontractor employees who have traveled to foreign countries or interacted with foreign nationals. Subcontractor shall coordinate Counterintelligence Awareness training activities with Company Procurement Representative. Subcontractor shall immediately report targeting, suspicious activity and other Counterintelligence concerns to Company Procurement Representative; and provides assistance to other elements of the U.S. Intelligence Community as stated in the aforementioned Executive Order, the DOE Counterintelligence Order, and other pertinent national and Departmental Counterintelligence requirements.

44.0 COMPANY FURNISHED DRAWINGS

Drawings and sketches furnished by Company may not be to scale indicated due to distortions and reductions in reproduction. Subcontractor drawings and sketches to determine other dimensions and quantities. If dimensions and/or coordinates are not sufficient to make this determination, Subcontractor shall contact Company's Subcontracts Specialist during solicitation phase for clarification. No claims or adjustments to a resultant Subcontract shall be considered for any failure to follow this process.

45.0 PROLIFERATION SENSITIVE PROPERTY ACKNOWLEDGMENT

In the event proliferation sensitive property, as identified on the U.S. Munitions List (22 CFR 121) or the International Atomic Energy Agency Information Circular (INFCIRC) 254 Part 1 (the Trigger List), is inadvertently included in this sale, the Subcontractor agrees the part of the sale involving the property is void, and, if such property has been received by the Subcontractor, the property will be returned by Subcontractor to Government-Savannah River Operations. Once notified by Company of its intent to reclaim the aforesaid property, Subcontractor agrees to take all reasonable measures to safeguard the property until its return to Company.

46.0 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)

47.0 NON-ES&H REQUIREMENTS

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

DOE O 486.1A 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 Subcontractor's or Lower-Tier Subcontractors' compliance with the requirements, where 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

48.0 INSPECTION EXCEPTION FOR THORIATED TUNGSTEN ELECTRODES

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

49.0 OZONE DEPLETING SUBSTANCE

Without limiting any of the other Articles herein, Subcontractor warrants all Supplies furnished under Subcontract have been completely and accurately labeled pursuant to requirements of 40 CFR Part 82, "Protection of Stratospheric Ozone" or such Supplies do not require such labeling.

50.0 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)

A. Subcontractor shall ensure access to Unclassified Controlled Nuclear Information (UCNI) is provided to only those individuals authorized for routing or special access (see DOE Order 471.1B). Subcontractor may provide access to material or data containing UCNI utilized in the performance of Subcontractor only to Subcontractor employees who are citizens of the United States and possess a need-to-know UCNI to perform official duties or other Government authorized activities.

B. Subcontractor shall ensure matter identified as UCNI is protected in accordance with the instructions contained in DOE Order 471.1B. Any material or data containing UCNI, which is stored on computer systems, must be protected, and the protective measures and/or policies must be specified in a Computer Protection Plan approved by Company Computer Security organization. Adherence to the Plan is required during the performance of Subcontract.
   (1) 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 UCNI shall be disposed of in a manner as described DOE Order 471.1B. At a minimum, UCNI matter must be destroyed by using strip cut shredders resulting in particles of no more than ¼-inch-wide and 2-inch-long strips. Documents containing UCNI may also be disposed of in the same manner is authorized for Subcontractor disposition of other classified material or data. If the above disposal methods are not available to Subcontractor, Subcontractor may return the UCNI matter to Subcontract Technical Representative (STR) for disposition, with the prior approval of the STR.

D. Subcontractor shall report to Company Security Office and Procurement Representative any incidents involving the unauthorized disclosure of UCNI.

E. If Work under Subcontract results in the generation of unclassified documents which contain UCNI, Subcontractor shall have enough trained UCNI review personnel to ensure the prompt and proper review of generated material or data to provide for the identification, marking, and proper handling of material or data determined to contain UCNI. Subcontractor Reviewing Officials shall apply or authorize the application of UCNI markings to any unclassified matter containing UCNI, in accordance with the instructions contained in Government Manual 471.1-1, Chapter I Part C.

F. If Subcontractor has a formally designated Classification Officer, the Classification Officer: (1) Serves as a Reviewing Official for information under their cognizance; (2) Trains and designates other Reviewing Officials in their organization, subordinate organizations, and Lower-Tier Subcontractors and maintains a current list of all Reviewing Officials; and (3) may overrule UCNI determinations made by Reviewing Officials under their cognizance.

G. If Subcontractor has no formally designated Classification Officer, Subcontractor shall submit a request for the designation of Reviewing Officials to the local Government Classification Officer in accordance with the instructions contained in Government Manual 471.1-1, Chapter I, and Part B. C.

51.0 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).
   (2) For paper destruction, one of two methods must be used: single-step paper destruction or multi-step paper destruction methods.
   (3) 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).

52.0 SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE

A. "Contract" means Subcontract (except in instances when it is not applicable or appropriate) and includes changes and modifications to Subcontract.

B. "Contractor" means the party to whom Subcontract 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 Procurement Representative of Company.

E. "Lower-Tier Subcontractor" means any party entering into an agreement with Subcontractor or any Lower-Tier Subcontractor for the furnishing of Supplies or Services required for performance of Subcontract.

53.0 FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE

Subcontract incorporates the clauses identified below by reference, with the same force and effect as if they were given in full text. These clauses apply as if they were incorporated in their entirety.

Clauses incorporated regardless of Subcontract Price:

FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (NOV 2006)
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)

FAR 52.212-5	(Alternate II) Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (MAR 2009)
FAR 52.214-26	Audit and Records— Sealed Bidding (Alt I) (Mar 2009)
FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997)
FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications (OCT 1997)
FAR 52.222-1	Notice of Labor Disputes (FEB 1997)
FAR 52.222-3	Convict Labor (JUN 2003)
FAR 52.222-26	Equal Opportunity (APR 2002)
FAR 52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method) (AUG 2018)
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2022)
FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Alt I) (JUL 1995) (JAN 1997)
FAR 52.223-15	Energy Efficiency in Energy-Consuming Products
FAR 52.223-16	IEEE 1680 Standard for The Environmental Assessment of Personal Computer Products
FAR 52.223-17	Affirmative Procurement Of EPA-Designated Items in Service and Construction Contracts
FAR 52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)
FAR 52.230-2	Cost Accounting Standards (CAS) (APR 1999)
FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR 1998)
FAR 52.230-6	Administration of Cost Accounting Standards (APR 2005)
FAR 52.232-17	Interest (JUN 1996) with the addition of a paragraph (d) to read as follows: "(d) No interest is payable to Subcontractor for any claim or voucher Subcontractor may submit for payment except as specifically imposed by a Court on any judgment obtained by Subcontractor or as otherwise provided herein.
FAR 52.232-22	Limitation of Funds (APR 1984)
FAR 52.236-2	Differing Site Conditions (APR 1984)
FAR 52.236-5	Material and Workmanship (APR 1984)
FAR 52.242-14	Suspension of Work (APR 1984)
FAR 52.242-15	Stop Work Order (AUG 1989)
FAR 52.244-6	Subcontracts for Commercial Items (FEB 2006)
FAR 52.245-1	Government Property (SEP 2021)
DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)
DEAR 952.204-2	Security Requirements (JUN 2009)
DEAR 952.204-70	Classification/ Declassification (SEP 1997)
DEAR 952.204-71	Sensitive Foreign Nations Controls (MAR 2011)
DEAR 952.209-72	Organizational Conflicts of Interest (Alt I) (JUN 1997)
DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (Oct 2005) Note: Include this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Atomic Energy Act of 1954 (Act) and further described in paragraph DEAR 952.247-70 (d)(2). However, this clause shall not be included in subcontracts in which Subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act, as amended, or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under Subcontract.
DEAR 970.5204-3	Access to and Ownership of Records (OCT 2014)
DEAR 970.5223-1	Integration of Environment, Safety, And Health into Work Planning and Execution
DEAR 970.5227-6	Patent Indemnity Subcontracts (DEC 2020)
DEAR 970.5232-3	Accounts, Records and Inspections (DEC 2000) Deviation Acquisition Letter 2005-04, 11/02/2004 (Paragraphs (a) through (h) only)
DEAR 970.5245-1	Property (DEC 2000)

<u>FAR Clause applicable as prescribed on PF-312 in Solicitation</u>

52.225-1	Buy American- Supplies (FEB 2021)
52.225-5	Trade Agreements (OCT 2019)
52.225-9	Buy American – Construction Materials (NOV 2021)
52.225-11	Buy American – Construction Materials Under Trade Agreements (NOV 2021)

<u>Applies if the value of Subcontract exceeds $2,000.</u>

FAR 52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work (MAY 2014)
FAR 52.222-6	Construction Wage Rate Requirements (AUG 2018)
FAR 52.222-7	Withholding of Funds (MAY 2014)
FAR 52.222-8	Payrolls and Basic Records (JUL 2021)
FAR 52.222-9	Apprentices and Trainees (JUL 2005)
FAR 52.222-10	Compliance with Copeland Act Requirements (FEB 1988)

FAR 52.222-11	Subcontracts (Labor Standards) (MAY 2014)
FAR 52.222-12	Contract-Termination Debarment (MAY 2014)
FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)
FAR 52.222-14	Disputes Concerning Labor Standards (FEB 1988)
FAR 52.222-15	Certification of Eligibility (MAY 2014)
FAR 52.222-16	Approval of Wage Rates (MAY 2014)

Applies if the value of Subcontract exceeds $2,500.

FAR 52.222-41	Service Contract Act Of 1965 as Amended (NOV 2007)
FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 1989)
FAR 52.222-44	Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002)
FAR 52.222-54	Employment Eligibility Verification (JAN 2009)

Applies if the value of Subcontract exceeds $10,000.

FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (APR 2015)
FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)

Applies if the value of Subcontract exceeds $25,000.

FAR 52.209-6	Protecting Government's Interest When Subcontracting with Contractors Debarred, Suspended, Or Proposed for Debarment (JAN 2005)
FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of The Vietnam Era, and Other Eligible Veterans (DEC 2001)
FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)

Applies if the value of Subcontract exceeds $100,000.

FAR 52.203-6	Restrictions on Subcontractor Sales to Government (JUL 1995)
FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)
FAR 52.215-14	Integrity of Unit Prices (OCT 1997)
FAR 52.219-8	Utilization of Small Business Concerns (MAY 2004)
FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)
FAR 52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
FAR 52.223-14	Toxic Chemical Release Reporting (AUG 2003)
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)
DEAR 952.223-78	Sustainable Acquisition Program (Oct 2010)
DEAR 970.5223-6	Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management (Oct 2010)
DEAR 970.5227-4	Authorization and Consent (AUG 2002)
DEAR 970.5227-5	Notice and Assistance Regarding Patent Copyright Infringement (AUG 2002)

Applies if the value of Subcontract exceeds $500,000.

FAR 52.219-9	Small Business Subcontracting Plan (JUL 2005)
FAR 52.219-9	Small Business Subcontracting Plan Alt III (JAN 2017)
FAR 52.219-9	Small Business Subcontracting Plan Alt IV (JAN 2019) (DEVIATION 2-19-O0005) (JAN 2019)
DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)
DEAR 970.5226-2	Workforce Restructuring Under Section 3161 Of the National Defense Authorization Act For Fiscal Year 1993 (DEC 2000)

54.0 FAR AND DEAR CLAUSES IN FULL TEXT

H-7 CONFIDENTIALITY OF INFORMATION

A. To the extent the Work under this Contract requires the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third Parties unless specifically authorized by the CO in writing. The foregoing obligations, however, shall not apply to:
   (1) Information which, at the time of receipt by the Contractor, is in public domain;

(2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
(3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from Government or other companies; or
(4) (4) Information which the Contractor can demonstrate was received by it from a third party which did not require the Contractor to hold it in confidence.

B. The Contractor shall obtain the written agreement, in a form satisfactory to the CO, of each employee permitted access, whereby the employee agrees he will not discuss, divulge, or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the Contract.

C. The Contractor agrees, if requested by Government, to sign an agreement identical, in all material respects, to the terms and conditions of this clause, with each company supplying information to the Contractor under this Contract, and to supply a copy of such agreement to the CO.

D. The Contractor agrees upon request by Government, it will execute a Government-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by Government, such an agreement shall also be signed by Contractor personnel.

E. This clause shall flow down to all subcontracts.

F. Technical data is addressed in Section I, DEAR 970.5227-2 – Rights in Data- Technology Transfer (DEC 2000) (DEVIATION).

FAR 52.225-8 Duty Free Entry (FEB 2000)

Applicable to Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or other foreign Supplies in excess of $10,000 may be imported into the customs territory of the United States.

A. Definition. “Customs territory of the United States” means the States, the District of Columbia, and Puerto Rico.

B. Except as otherwise approved by Company, Subcontractor shall not include in the contract price any amount for duties on Supplies specifically identified in the Schedule to be accorded duty-free entry.

C. Except as provided in paragraph (D) of this clause or elsewhere in Subcontract, the following procedures apply to Supplies not identified in the Schedule to be accorded duty-free entry:
(1) Subcontractor shall notify Procurement Representative (PR) in writing of any purchase of foreign Supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of $10,000 which are to be imported into the customs territory of the United States for delivery to Company under this contract, either as end products or for incorporation into end products. Subcontractor shall furnish the notice to the PR at least 30 calendar days before the importation. The notice shall identify the:
(a) Foreign Supplies;
(b) Estimated amount of duty; and
(c) Country of origin.
(2) The PR will determine whether any of these Supplies should be accorded duty-free entry and will notify Subcontractor within 10 calendar days after receipt of Subcontractor’s notification.
(3) Except as otherwise approved by the PR, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty which would be payable if Supplies were not entered duty-free.

D. Subcontractor is not required to provide the notification under paragraph (C) of this clause for purchases of foreign Supplies if:
(1) Supplies are identical in nature to items purchased by Subcontractor or any Lower-Tier Subcontractor in connection with its commercial business; and
(2) Segregation of these Supplies to ensure use only on Company subcontracts containing duty-free entry provisions is not economical or feasible.

E. Subcontractor shall claim duty-free entry only for Supplies to be delivered to Company under Subcontract, either as end products or incorporated into end products, and shall pay duty on Supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the PR, diverted to nongovernmental use.

F. Government will execute any required duty-free entry certificates for Supplies to be accorded duty-free entry and will assist Company and Subcontractor in obtaining duty-free entry for these Supplies.

G. Shipping documents for Supplies to be accorded duty-free entry shall consign the shipments to Company in care of Subcontractor and shall include the:
   (1) Delivery address of Subcontractor (or prime contracting agency, if appropriate);
   (2) Company Subcontract number and Company Prime Contract number;
   (3) Identification of carrier;
   (4) Notation "UNITED STATES GOVERNMENT, _____ [DOE or NNSA] _____, Duty-free entry to be claimed pursuant to Item No(s) _____ [from Tariff Schedules] _____, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify Company for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";
   (5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and
   (6) Estimated value in United States dollars.

H. Subcontractor shall instruct the foreign Subcontractor to:
   (1) Consign the shipment as specified in paragraph (G) of this clause;
   (2) Mark all packages with the words "UNITED STATES GOVERNMENT" and Savannah River Nuclear Solutions, LLC; and
   (3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

I. Subcontractor shall provide written notice to the cognizant contract administration office immediately after notification by the PR stating the duty-free entry will be accorded foreign Supplies or, for duty-free Supplies identified in Subcontract, upon award by Subcontractor to the overseas Subcontractor. The notice shall identify the:
   (1) Foreign Supplies;
   (2) Country of origin;
   (3) Company Subcontract number and Company Prime Contract Number; and
   (4) Scheduled delivery date(s).

J. Subcontractor shall include and flow down the substance of this clause to their Lower-Tier Subcontractors.

I.68 FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (Deviation Jan 2026) Alternate I-Deviation (Deviation Jan 2026)

A. Unless an exception under FAR 15.403-2 applies, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408-2, Table 15-1 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price) before awarding any subcontract expected to exceed $2 million under any prime contract awarded before July 1, 2018.

B. The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-4 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

C. In each subcontract that, when entered into, exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-3(a), the Contractor shall insert either—
   (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or
   (2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

55.0 INDEMNIFICATION AND LIABILITY

A. Subcontractor shall indemnify, defend and hold Company and its customer harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, result, in whole or in part, from Subcontractors, or any of their Lower-Tier Subcontractors, employees, agents or representatives: (i) intentional misconduct, negligence, or fraud, (ii) breach of any representation, warranty or covenant made herein, (iii) products or Services including, without limitation, any claims such products or Services infringe any United States patent, copyright, trademark, trade secret or any other proprietary right of any third party, (iv) unauthorized disclosure of information, by any of its directors, officers, employees, agents, Subcontractors,

Lower-Tier Subcontractors or permitted assigns, or (v) any Subcontractor or Lower-Tier subcontractor employee, agent, or representative is alleged or found to be co-employed by Company.

B. Subcontractor is solely responsible for compliance with prescribed clause on PF-312 provided in solicitation and agrees to indemnify and hold harmless Company from all direct, indirect, or consequential expenses or other damages relating to or arising out of the failure of Subcontractor or its Lower-Tier Subcontractors to comply with prescribed Buy American Supplies or Trade Agreement clause(s).

C. Subcontractor shall indemnify, defend and hold harmless Company and Government and their respective officers, employees, and agents against liability, including all damages and costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of Subcontract, provided Subcontractor is reasonably notified of such claims and proceedings by Company and/or Government.

D. Subcontractor is liable to Company for all fines and penalties assessed by any governmental entity against Company or Government resulting from Subcontractor's failure to perform its Work under Subcontract in compliance with the requirements of Subcontract.