

Attachment 1

Tank Closure Closure Removal (TCCR) System Specification No. X-SOW-H-00002, Rev 0

Attachment 2

Price and Delivery Schedule

1. Supplier shall provide breakdown of the total proposed price for this solicitation. Proposal shall include a payment milestone schedule to include a delivery schedule for each milestone.
2. Supplier shall also provide an hourly rate for technical support services if needed by SRR after the acceptance of the equipment (labor classification/ hourly rate/ shall be provided by supplier with proposal).

Attachment 3

General Terms & Conditions for Commercial Purchases, SRR-PPS-2009-00007, Revision 4

Special Terms and Conditions for Commercial Purchases, SRR-PPS-2009-00008, Revision 5

**GENERAL TERMS AND CONDITIONS FOR
COMMERCIAL PURCHASES**

**SAVANNAH RIVER REMEDIATION LLC
SAVANNAH RIVER SITE
AIKEN, SC 29808**

APPLICABLE TO ALL TRANSACTIONS

<u>Article</u>	<u>Page No.</u>
1. DEFINITIONS	1
2. RESOLUTION OF DISPUTES	1
3. ORDER OF PRECEDENCE.....	2
4. ADMINISTRATION AND ASSIGNMENT	2
5. ACCEPTANCE OF TERMS AND CONDITIONS ..	2
6. WARRANTY	3
7. NEW MATERIALS.....	3
8. SUSPECT/COUNTERFEIT PARTS	4
9. TITLE AND RISK OF LOSS	4
10. PAYMENT	4
11. PAYMENT BY ELECTRONIC FUNDS TRANSFER	4
12. TAX WITHHOLDING FOR NONRESIDENTS.....	5
13. COMPLIANCE WITH LAWS	5
14. TERMINATION FOR CONVENIENCE	5
15. TERMINATION FOR CAUSE	6
16. BANKRUPTCY	6
17. TAXES	6
18. CHANGES	6
19. SUSPENSION	6
20. SELLER'S LIABILITY FOR FINES AND PENALTIES.....	7
21. UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)	7
22. FOREIGN NATIONALS.....	7
23. ACCESS TO DOE-OWNED OR LEASED FACILITIES.....	8
24. BADGING REQUIREMENTS.....	8
25. SOFTWARE LICENSE.....	10
26. TRAVEL	10
27. INCORPORATION BY REFERENCE	10
(1) Equal Opportunity (MAR 2007)	
(2) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)	
(3) Affirmative Action for Workers with Disabilities (JUN 1998)	
(4) Nuclear Hazards Indemnity Agreement (OCT 2005)	
(5) Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)	

1. DEFINITIONS

The following terms shall have the meanings below:

- A. Government means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.
- B. Company means Savannah River Remediation LLC (SRR), under its prime contract with DOE. SRR may also be referred to herein as the "Licensee".
- C. Seller means the person or organization that has entered into this Agreement/Subcontract. Seller may also be referred to herein as "Licensor".
- D. Item includes "commercial item," "commercial component," and "service" as defined in Federal Acquisition Regulation (FAR) 2.101.
- E. "Software" means the specified software and/or source code licensed by the Licensor to the Licensee under this Agreement/Subcontract.

2. RESOLUTION OF DISPUTES

- A. Seller shall not be entitled to and neither the Company nor the Government shall be liable to the Seller or its lower tier suppliers or subcontractors for damages in tort (including negligence), or contract, or otherwise, except as specifically provided in this Agreement/ Subcontract.
- B. Seller and Company agree to make good-faith efforts to settle any dispute or claim that arises under this Agreement/Subcontract through discussion and negotiation. If such efforts fail to result in a mutually agreeable resolution, the parties shall consider the use of Alternative Disputes Resolution (ADR). In the event non-binding mediation or arbitration is agreed upon, the site of the proceedings shall be Aiken, South Carolina. The mediator or arbitrator shall allocate cost, except that there shall be no pre-decisional interest costs, and each party shall bear its discretionary costs. In the event that ADR fails or is not used, the parties agree that the appropriate forum for resolution shall be as follows:
 - (1) Any litigation shall be brought and prosecuted exclusively in Federal District Court, with venue in the United States District Court for the District of South Carolina, Aiken Division.
 - (2) Provided, however, that in the event the requirements for jurisdiction in Federal District Court are not present, such litigation

shall be brought in State Court in Aiken County, South Carolina.

- C. The parties agree that substantive issues presented for mediation, arbitration, dispute, claim, litigation, or other effort at resolution shall be determined in accordance with the laws of the State of South Carolina.
- D. There shall be no interruption in the prosecution of the work, and the Seller shall proceed diligently with the performance of this Agreement/Subcontract pending final resolution of any dispute arising under this Agreement/Subcontract between the parties hereto or between the Seller, and its sub-tier Agreement/Subcontracts.

3. ORDER OF PRECEDENCE

- A. Any inconsistencies shall be resolved in accordance with the following descending order of precedence:
 - (1) Purchase order / Subcontract
 - (2) Any Special Provisions.
 - (3) These General Provisions.
 - (4) Other provisions of this Order, whether incorporated by reference or otherwise.
- B. Wherever references are made in this Order to standards or codes in accordance with which the Work under this Order is to be performed, the edition or revision of the standards or codes current on the effective date of this Order shall apply unless otherwise expressly stated in the specifications and drawings. In case of conflict between any reference standards and codes and any Order Document, the latter shall govern.
- C. Seller shall perform all Work pursuant to this Order as an independent contractor. If any part of the Work is subcontracted, Seller is responsible for having that subcontracted Work comply with the terms of this Order. No act or order of SRR shall be deemed to be an exercise of supervision or control of performance hereunder. No provision of this Order and no action taken by SRR under this Order shall be construed to make or constitute SRR the employer or joint employer of any of the employees of Seller or any sub-tier subcontractor or supplier.

4. ADMINISTRATION AND ASSIGNMENT

SRR shall make payments under this Agreement/Subcontract from funds advanced by the Government and agreed to be advanced by DOE, and not from its own assets. This Agreement/Subcontract may be assigned by the Company to DOE or its designee, and in case of such transfer and notice thereof to the Seller, the Company shall have no

further responsibilities hereunder. The Seller shall not assign rights or obligations to third parties without the prior written consent of the Company. However, the Seller may assign rights to be paid amounts due or to become due to a financing institution if the Company is promptly furnished written notice and a signed copy of such assignment. Payments to an assignee shall be subject to set off or recoupment for any present or future claims of the Company against the Seller.

5. ACCEPTANCE OF TERMS AND CONDITIONS

- A. Seller, by signing this Agreement/Subcontract or delivering the items identified herein, agrees to comply with all the terms and conditions and all specifications and other documents that this Agreement/Subcontract incorporated by reference or attachment. The Company hereby objects to any terms and conditions contained in any acknowledgment of this Agreement/Subcontract that are different from or in addition to those mentioned in this document. Failure of the Company to enforce any of the provisions of this Agreement/Subcontract shall not be construed as evidence to interpret the requirements of this Agreement/Subcontract, nor a waiver of any requirement, nor of the right of the Company to enforce each and every provision. All rights and obligations shall survive final performance of this Agreement/Subcontract.
- B. If any part of the Work is subcontracted, the Seller is responsible for having the subcontracted Work comply with the terms of this Agreement/Subcontract.
- C. When the use of sub-tier supplier(s) is deemed necessary, Seller is responsible to flow down those Technical and Quality requirements deemed applicable for the activities within its defined scope of work, in accordance with referenced Codes/Standards/Material Specifications, or other requirements identified within the procurement documents included with this Purchase Order/Subcontract package. Seller is furthermore responsible to flow down all commercial Terms and Conditions, including articles incorporated by reference, to all sub-tier suppliers, which includes verification that the sub-tier supplier has been appropriately qualified to perform the activities required to satisfy this procurement. Seller must maintain objective evidence of the successful flow down of the referenced requirements and provide such evidence to Company upon request. This flow down is also required at all levels if the sub-tier

supplier to the Prime Seller deems it necessary to further subcontract its parts of this Agreement/Subcontract.

- D. When NQA-1 is invoked as the governing standard, Seller and applicable sub-tier supplier(s) shall be required to meet the Part I Basic Requirements (Section 100). Additional Sections of NQA-1 Part I, (Sections 200 and above), and NQA-1 Part II, may be invoked at the discretion of Company via the procurement documents, and if invoked, must be flowed down from the Seller to its applicable sub-tier supplier(s) at all levels. If the Prime Seller or its sub-tier supplier(s) intends to upgrade materials by way of a Commercial Grade Dedication Process, Company must be notified of this intent and the Seller's process verified and approved prior to dedicating any material associated with Company procurement.
- E. The SRR Buyer is to be notified in writing, within five working days of any changes within your Company as identified below:
- (1) Key quality personnel to include as a minimum:
 - (i) Quality Assurance/Quality Control Manager
 - (ii) Assistant Quality Assurance/Quality Control Manager
 - (iii) Other critical Quality Assurance/Quality Control personnel
 - (2) Quality Assurance Program Revisions
 - (3) Company ownership transfers/buy-outs, and
 - (4) All identified Nonconformance or Corrective Action Reports associated with SRR subcontracts including those issued concerning sub-tier suppliers.

6. WARRANTY

- A. Seller warrants that items delivered under this Agreement/Subcontract shall be in accordance with Seller's affirmation, description, sample, or model and compliant with all requirements of this Agreement/Subcontract. The warranty shall begin upon receipt of conforming items and extend for a period of (1) the manufacturer's warranty period or six months, whichever is longer, if the Seller is not the manufacturer and has not modified the item or (2) one year or the manufacturer's warranty period, whichever is longer, if Seller is the manufacturer of the item or has modified it. If any nonconformity with item appears within that time, Seller shall promptly repair or replace such items or re-perform services at Seller's election. Transportation of replacement items and return of nonconforming items and repeat performance

of services shall be at Seller's expense. Company shall notify Seller of such nonconformity within a reasonable time after discovery, and Seller shall notify Company of whether it chooses to make repairs or replacements within three (3) working days after Company's notice of nonconformity. If repair or replacement or re-performance of services is not timely, Company may elect to return the nonconforming items or repair or replace them or re-procure the services at Seller's expense.

- B. Latent Defects. In the event the Seller becomes aware of any latent defect(s) in any item(s) furnished under this Agreement/Subcontract, the Seller shall promptly notify the SRR Procurement Representative. This notice shall provide at a minimum the following information:
- (1) full description of the item(s);
 - (2) manufacturer, model and/or part number;
 - (3) complete description of the latent defect;
 - (4) impact of the defect on the operation of the item(s);
 - (5) action(s) to be taken by the Company relative to return, re-fit, repair, etc.;
 - (6) date of purchase by Company; and,
 - (7) applicable Company Agreement-Subcontract number.
- C. In the case of software furnished under this Agreement/Subcontract, Licensor of such software warrants for a period of one (1) year following the date of this Agreement/Subcontract that the Software is free of defects and is fit for the purposes intended by Company and the Licensor shall provide Company with correction of errors found in the original software. Such corrections shall be provided at no cost to the Licensee. If Licensor is called upon by Company to undertake error exploration or correction, and such error is found to be caused by Company supplied data, modification of Software by Company, compiler or operating system characteristics, or any other cause not inherent in the original Software, Licensor may submit a proposal for adjustment in the order price for such services at the Licensor's standard rate then in effect.

7. NEW MATERIALS

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

8. SUSPECT/COUNTERFEIT PARTS

- A. Seller shall supply products at Savannah River Site that 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 that it may not conform to established government or industry accepted specifications or national consensus standards. A suspect/counterfeit item is any item that is a copy or substitute without legal right or authority to do so, or one whose material, performance, characteristics or identity does not appear to be authentic and is verified to be either counterfeit or fraudulent. Failure by the Seller to document material substitution or identify that an item has been refurbished or remanufactured is considered to be fraud, and the item then becomes suspect/counterfeit.
- B. If it is determined that a suspect/counterfeit part has been supplied, Company will impound the items pending a decision on disposition. The Seller may be required to replace such items with items acceptable to Company and shall be liable for all costs relating to the impoundment, removal, and replacement. Company may also notify the local DOE Office of Inspector General and reserves the right to withhold payment for the items pending results of the investigation.

9. TITLE AND RISK OF LOSS

- A. Unless otherwise provided in the Agreement/Subcontract, title to the items purchased under this Agreement/Subcontract shall pass directly to the Government upon, and the risk of loss or damage to the items shall remain with the Seller until and shall pass to the Company upon:
- (1) If F.O.B. Shipping point Completion of delivery to the carrier and any loading by the Seller.
- (2) If F.O.B. Destination: Completion of delivery or commencement of unloading by the Company at the delivery point.
- B. However; (1) if the Purchase Order provides for formal acceptance of any items by the Company, then title to such items shall pass directly to the Government upon such formal acceptance; and (2) the title and risk of loss or damage to items that are nonconforming shall remain with the Seller until acceptance of the items by the Company as conforming.

10. PAYMENT

- A. Unless otherwise provided, terms of payment shall be net 30 days from the latter of (1) receipt of Seller's proper invoice, if required, or (2)

delivery of items/completion of work. Any offered discount shall be taken if payment is made within the discount period that the Seller indicates. Credit and discount periods shall be computed from the date such invoice is so payable to the date SRR's check is mailed or, for Electronic Funds Transfer (EFT), the specified payment date. Notwithstanding anything herein, Company shall be entitled at any and all times to set off against any amounts payable at any time by Company hereunder any amount owing from Seller to Company under this Order or other orders with Seller.

- B. Overpayments. If Seller becomes aware of a duplicate invoice payment or that Company has otherwise overpaid on an invoice payment, the Seller shall immediately notify Company and request instructions for disposition of the overpayment.

11. PAYMENT BY ELECTRONIC FUNDS TRANSFER

- A. Methods of Payment:

- (1) All payments by Company under this Order shall be made by Electronic Funds Transfer (EFT) except as provided in Paragraph A.2 of this Provision. As used in this provision, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event Company is unable to release one or more payments by EFT, Seller 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 Seller's EFT Information.

Seller is required to provide Company with the information required to make payment by EFT. Seller shall provide this information directly to the office designated in this Order, on forms provided by Company, no later than 15 days after award. If not otherwise specified in this Order, the payment office is the designated office for receipt of Seller's EFT information. In the event that the EFT information changes, Seller 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 this Order until after receipt, by the designated office, of the correct EFT payment information from Seller. Until receipt of the correct EFT information, any invoice or subcontract financing request shall be deemed not to be a proper invoice for the purpose of payment under this Order.
- (2) If the EFT information changes after submission of correct EFT information, Company shall begin using the changed EFT information no later than 30 days after its receipt by the designated office. However, Seller may request that no further payments be made until the updated EFT information is implemented by the payment office.

E. Payment Information.

On the day payment on Seller's invoice is due, Company will issue instructions to its bank to transfer payment to Seller, and will also send a FAX to Seller 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 the Seller'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 Seller's EFT information was incorrect, or was revised within 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 deemed to have made payment and the Seller 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.

12. TAX WITHHOLDING FOR NONRESIDENTS

- A. Withholdings required by section 12-8-550 do not apply to payments on orders for tangible personal property when those payments are not accompanied by services to be performed within the state of South Carolina.

- B. Under Title 12 of the Code of Laws of South Carolina, section 12-8-550, two (2) percent of each and every payment made to Seller and Subcontractors who are nonresidents of the State of South Carolina and are conducting a business or performing personal services of a temporary nature carried on within South Carolina must be withheld and forwarded to the South Carolina Tax Commission in cases where an order or a subcontract exceeds or could reasonably be expected to exceed ten thousand dollars (\$10,000.00) Company will withhold as required by law.

- C. Under Title 12 of the Code of Laws of South Carolina, section 12-8-540, seven (7) percent (five (5) percent for corporations) of each and every payment of rentals or royalties to subcontractors who are nonresidents of the State of South Carolina must be withheld and forwarded to the South Carolina Tax Commission in cases where the payments amount to twelve hundred dollars (\$1,200.00) or more a year. Company will withhold as required by law.

- D. The above withholdings will not be made provided Seller presents the affidavit of registration with the South Carolina Department of Revenue or the South Carolina Secretary of State's Office, or proof of having posted the appropriate bond with the South Carolina Tax Commission.

13. COMPLIANCE WITH LAWS

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

14. TERMINATION FOR CONVENIENCE

Company may, in its sole discretion, terminate the Agreement/Subcontract, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller a written notice of termination. Upon receipt of a notice of termination, the Seller shall, unless the notice requires otherwise, discontinue all performance on the date and to the extent specified in the notice, and shall otherwise minimize costs to the Company. Payment for items already completed or in the process of completion, shall be adjusted between the Seller and the Company in a fair and reasonable manner, but such payment shall exclude any allowance for the uncompleted portion of the items, or any anticipated profits thereon. Such payment for

items already completed or in the process of completion shall be the total compensation due to the Seller for termination at will by the Company. If this is an order for Software, Company shall pay to Licensor any fees due under the terms of this Order licensed up to the date of termination, but shall have no further liability.

15. TERMINATION FOR CAUSE

- A. Company may terminate this Agreement/Subcontract for cause, in whole or in part, if the Seller fails to comply with any of the terms of this Agreement/Subcontract, or fails to provide adequate assurance of future performance. In that event, Company shall not be liable for any amount for items not accepted.
- B. If this Agreement/Subcontract is terminated for cause, Company may require Seller to deliver to the Company any supplies and materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired for the terminated portion of this Agreement/Subcontract. Company shall pay the agreed-upon price for completed items delivered and accepted. Company and Seller shall agree on the amount of payment for all other deliverables.
- C. Seller shall not be liable to Company for delays in performance occasioned by causes beyond Seller's reasonable control and without its fault or negligence, including but not limited to acts of God or of the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of Seller's suppliers at any tier. However, the delays of Seller's suppliers at any tier must be proved to be beyond the control of both Seller and its suppliers and without fault or negligence of either
- D. If this Agreement/Subcontract is for Software, as defined herein, either party may, by written notice, terminate this Order, in whole or in part without liability therefore if such other party fails to perform in accordance with any provision hereof; provided, however, that in the event of a termination under this paragraph D, the terminating party shall first have given the other party a written notice specifying the failure complained of and thirty (30) days to cure such failure. In the event of termination of the Order in whole or in part, Company will destroy or return to Licensor all affected Software and documentation and all copies thereof.
- E. The rights and remedies of the Company in this clause are in addition to any other rights and

remedies provided by law or under this Agreement/Subcontract.

16. BANKRUPTCY

If Seller enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the Company Agreement/Subcontract Administrator responsible for administering this Agreement/Subcontract within five (5) days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the Agreement/Subcontract numbers for which final payment has not been made.

17. TAXES

Seller shall not collect an increment for South Carolina sales or use tax from the Company for the items provided under this Agreement/Subcontract beyond such taxes paid by Seller to its suppliers. The Agreement/Subcontract price includes all applicable federal, state, and local taxes and duties.

18. CHANGES

Company reserves the right to make changes within the general scope of this Agreement/Subcontract by issuance of a unilateral change order, or by a bilateral modification to this Agreement/Subcontract. Such changes may include, without limitation, changes in (1) the description of the items; (2) the quantities of items ordered; (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection, or acceptance. Seller shall promptly comply with any such change made by the Company. If any change affects the cost of or the time required for performance, an equitable adjustment to the price and/or delivery requirements and other affected provisions of the Agreement/Subcontract shall be made by the parties in a bilateral modification to this Agreement/Subcontract.

19. SUSPENSION

Company may, for any reason, direct Seller to suspend performance of any part of or all of the performance of this Agreement/Subcontract for an indefinite period of time. If any such suspension significantly delays the progress of or causes Seller additional direct expenses in the performance of the Agreement/Subcontract, not due to the fault or negligence of Seller, the compensation to the Seller shall be adjusted by a modification to this Agreement/Subcontract on the basis of the additional direct expenses of the Seller to perform the Agreement/Subcontract and the time of performance of the Agreement/Subcontract shall be extended by the actual duration of the suspension. Any claim by

Seller for compensation of a schedule extension must be supported by an appropriate document asserted within ten (10) days from the date an order is given to Seller to resume the performance of the Agreement/Subcontract.

20. SELLER'S LIABILITY FOR FINES AND PENALTIES

- A. Seller is liable to Company for all fines and penalties assessed by any governmental entity against Company or DOE as a result of Seller's failure to perform its work under this Agreement/Subcontract in compliance with the requirements of this Agreement/Subcontract.
- B. Seller shall indemnify, defend and hold harmless Company and DOE from and against any and all claims, demands, actions, causes of action, suits, damages, expenses, including attorney's fees, and liabilities whatsoever resulting from or arising in any manner on account of the assessment of said fines and penalties against Company or DOE.

21. UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)

In the performance of this order, the Seller is responsible for complying with the following requirements and for flowing down all requirements to lower tier suppliers.

- A. The Seller ensures that access to UCNI is provided to only those individuals authorized for routing or special access (see DOE M 471.1-1, Chapter II). Seller may provide access to material or data containing Unclassified Controlled Nuclear Information (UCNI) utilized in the performance of this Order only to employees who are citizens of the United States.
- B. The Seller ensures that matter identified as UCNI is protected in accordance with the instructions contained in DOE M 471.1-1, Chapter II. Any material or data containing UCNI which is stored on computer systems must be protected, and the protective measures and/or policies must be specified in a Computer Protection Plan approved by the SRR Computer Security organization. Adherence to the Plan is required during the performance of this Order.
- C. Material or data containing UCNI shall be disposed of in a manner as described in DOE M 471.1-1, Chapter II. At a minimum, UCNI matter must be destroyed by using strip cut shredders that result in particles of no more than 1/4-inch wide strips. Documents containing UCNI may also be disposed of in the same manner that is authorized for Seller disposition of other classified material or data. If the above

disposal methods are not available to the Supplier, the Seller may return the UCNI matter to the STR for disposition, with the prior approval of the STR.

- D. Seller shall report to the SRR Security Office or the SRR Purchasing Representative any incidents involving the unauthorized disclosure of UCNI.
- E. If performance of work under this order results in the generation of unclassified documents that contain UCNI, Seller shall have a sufficient number of trained UCNI review personnel to ensure the prompt and proper review of generated material or data to provide for the identification, marking, and proper handling of material or data determined to contain UCNI. The Seller's Reviewing Officials shall apply or authorize the application of UCNI markings to any unclassified matter that contains UCNI in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part C.
- F. If the Seller has a formally designated Classification Officer, the Classification Officer-
 - (1) Serves as a Reviewing Official for information under his/her cognizance;
 - (2) Trains and designates other Reviewing Officials in his/her organization, subordinate organizations, and lower tier suppliers and maintains a current list of all Reviewing Officials; and
 - (3) May overrule UCNI determinations made by Reviewing Officials under his/her cognizance.
- G. If the Seller has no formally designated Classification Officer, the Seller submits a request for the designation of Reviewing Officials to the local Federal Classification Officer in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part B.

22. FOREIGN NATIONALS

As used in this Article, the term "Foreign National" is defined to be a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government and has not been naturalized under U.S. law.

- A. Seller shall obtain the approval of Company, in writing, prior to any visit to a DOE or SRR facility by any Foreign National in connection with work being performed under this Order, in accordance with the requirements of DOE Order 142.3, Unclassified Foreign Visits and Assignments Program. Visits are normally for the purpose of technical discussions, orientation, observation of projects or equipment, training, subcontract service work, including delivery of

materials, or for courtesy purposes. The term "visit" also includes officially-sponsored attendance at a DOE or Company event offsite from the DOE/Company facility, but does not include offsite events and activities open to the general public. Subcontractors should be aware that required forms and documents necessary for approval of visits by Foreign Nationals should be submitted to the SRR Purchasing Representative at least four (4) to six (6) weeks prior to the visit, depending on the nationality of the individual and the areas to be visited. Forms can be obtained from the SRR Purchasing Representative.

- B. In addition, Seller shall obtain the approval of the SRR Purchasing Representative, in writing, prior to the employment of, or participation by, any Foreign National in the performance of work under this Subcontract or any lower tier Subcontract at offsite locations. Such approvals will be processed in accordance with the requirements of DOE Order 142.3.
- C. In the performance of offsite work, Foreign Nationals only incidentally involved with an SRR Subcontract, and who have no knowledge that their activities are associated with SRR Subcontract work, are exempt from the above.

(The following Article applies if employees of Seller will require physical access to DOE-owned or leased facilities.)

23. ACCESS TO DOE-OWNED OR LEASED FACILITIES

- A. The performance of this Order requires that employees of Seller have physical access to DOE-owned or leased facilities. Seller understands and agrees that DOE has a prescribed process with which Seller and its employees must comply in order to receive a security badge that allows such physical access. Seller shall propose employees whose background offers the best prospect of obtaining a security badge approval for access. This clause does not control requirements for an employee obtaining a security clearance.
- B. Seller shall assure:
 - (1) Compliance with procedures established by DOE and Company in providing its employees with any forms directed by DOE or Company;
 - (2) Employees properly complete any forms;
 - (3) Employees submit the forms to the person designated by the SRR Procurement Representative;
 - (4) Employees cooperate with DOE and Company officials responsible for granting

access to DOE-owned or leased facilities;
and

- (5) Employees provide additional information requested by those DOE/Company officials.
- C. Seller understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE or Company that an employee's application for a security badge is or will be denied, Seller shall promptly identify and submit the appropriate forms for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Order or any Seller claim against DOE or Company.
- D. Seller shall return to the SRR Procurement Representative, or designee, the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by Seller's employee(s) upon:
 - (1) Termination of this Order.
 - (2) Expiration of this Order.
 - (3) Termination of employment on this Order by an individual employee.
 - (4) Demand by DOE/Company for return of the badge.
- E. Seller shall include this clause, including this paragraph E. in any lower tier subcontract, awarded in the performance of this Order, in which an employee(s) of the lower tier subcontractor will require physical access to DOE-owned or leased facilities.

24. BADGING REQUIREMENTS

A. Photo Badge

- (1) Employees may be issued a site access photo badge for a period not to exceed one year. To obtain a Photo Badge, Seller employees and any lower tier subcontractor employees must be processed through SRR's Subcontract Badging Procedure and are subject to investigation by Governmental authorities. All badges must be returned or accounted for prior to final payment. All employees must be at least 18 years old.
- (2) Seller employees and any lower tier/sub-tier subcontractor employees shall complete Subcontractor Employee Data Sheet and Fingerprint Cards. If a long term badge is required (period greater than six (6) months) the employee will also be required to complete form SF 85, "Questionnaire for

Non-Sensitive Positions”, and form OF 306, “Declaration for Federal Employment”. These forms are required for the Governments use in conducting background investigations per Homeland Security Presidential Directive HSPD-12. Copies of these forms are available on the Company Internet Home Page at http://www.srs.gov/general/busiops/PMMD/general_provisions.htm

- (3) Seller will observe the following badging procedure for processing employees through employment and security orientation:
 - (i) A minimum of two working days prior to the start of the badging and orientation process, Seller shall transmit the following information to the STR (or the End User if an STR is not appointed for this order):
 - Subcontract Number
 - Employee name
 - Employee address
 - Employee Social Security Number
 - Employee Date of Birth
 - (ii) Seller employees shall report to SRS Building 703-46A at SRS Road 1, approximately two miles east of SC Highway 125 in Jackson, SC. Employee shall be given a temporary badge for travel to SRS Central Shops Area for Substance Abuse Program (SAP) Testing. (See Article titled “Workplace Substance Abuse Programs.”)
 - (iii) Each employee must successfully pass General Employee Training (GET) prior to undergoing the Photo Badging procedure. See Article titled “General Employee Training and Annual Refresher Training for Subcontract Employees”. GET is given on Monday of each week in the Jackson, SC municipal building, and should be scheduled well in advance of the desired date in order to assure placement.
 - (iv) The orientation and badging process will take approximately four (4) hours.
- (4) The maximum duration that Subcontractor employees will be issued a site access badge is one (1) year. Subcontractor employees requiring a new badge will report to the Badge Office and repeat the badging process.
- (5) If Work under this Subcontract is to be performed in security areas, all personnel

will be required to sign in and out at security gates and are subject to a search of their person and belongings at entrances to or exit from the area.

- B. **Temporary Badge** (typically for visitors and short term personnel).
 - (1) Temporary badges are valid for a maximum of 10 calendar days per person in a calendar year. To avoid unnecessary expiration, these badges should be returned to the badge office immediately upon completion of need.
 - (2) Two working days prior to the need date, subcontractor shall transmit the following information to the STR/End User:
 - Subcontract Number
 - Employee name
 - Employee address
 - Employee Social Security Number
 - Employee Date of Birth
 - (3) The Assigned Competent Person (ACP) (Seller or Company employee) shall perform Task Analysis of scope to be performed and identify any applicable contractual task specific checklist(s) from the subcontractors accepted Worker Protection Plan or SRR’s Focused Observation Database if a WPP is not required by the terms of this order.
 - (4) ACP shall provide advance copy of any task specific safety checklist(s) to personnel seeking temporary badges.
 - (5) Badge Office provides initial security briefing, issues registration card and obtains acknowledgement signature, issues “maroon” Visitors Badge for duration requested by STR/End User.
 - (6) ACP reviews any applicable checklist(s) and performs focused observations as directed by the STR/End User.
 - (7) Upon completion of scope, return badge to Badge Office upon exiting SRS.
- C. **Identity Verification**.
 - (1) In order to receive a photo or temporary badge for entry to SRS, Seller/subcontractor employees, except delivery personnel (see subparagraph (2) below), will be required to present two specific forms of identification from the “List of Acceptable Documents” (Department of Homeland Security Form I-9, copy available on the SRR Internet Home Page at http://www.srs.gov/general/busiops/PMMD/general_provisions.htm). At least one of the documents selected from the list must be a valid State or Federal government-issued picture ID. .

- (2) Vendor Delivery Personnel. Unbadged personnel seeking a temporary badge for material/equipment deliveries will be required to present one form of picture identification that will verify their identity, such as a valid state driver's license that includes a photograph. Delivery personnel shall enter the site at the Aiken Barricade located approximately one (1) mile south of SC Highway 278, and will be escorted at all times to the delivery location and back to the entrance barricade by Wackenhut Services, Inc assigned escorts, or by Assigned Competent Persons (Company or Seller).
- D. If Seller or any lower tier/sub-tier subcontractor should independently suspend or remove an employee from work at the Savannah River Site (SRS) for unsafe acts or behavior, Seller shall immediately notify the STR/End User, return the employee's badge to the STR/End User, and provide the STR/End User with written notification of the employee's name and reason(s) for such suspension or removal.

(The following Article is applicable only if Software is furnished under this Order.)

25. SOFTWARE LICENSE

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

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

Type _____

Serial No. _____

Location _____

- B. If the CPU designated in paragraph 1.1 becomes inoperative due to malfunction, preventive maintenance, or engineering changes, Software may be temporarily transferred to a backup CPU until the designated CPU is restored to operative status.

- C. Company acknowledges that Licensor considers Software to contain proprietary data and as such Company agrees that, during the term of this agreement and for a period of one year following termination of this agreement, to treat Software with the same degree of caution, care, and confidentiality as it treats its own proprietary information and in accordance with the provisions of this agreement, except that such obligations shall not extend to any information or technical data relating to Software which is now available to the general public or which later becomes available to the general public by acts not attributable to Company and its employees. All such proprietary data shall be so identified and marked by Licensor at the time it is conveyed to Company. Except as may be required for Licensee's own archival purposes, Company shall not knowingly make or allow others to make copies or reproductions of the Software in any form without written consent of Licensor.
- D. Use of Software shall be limited to work under Licensee's DOE Contract (#DE-AC09-09SR22505), and any transfers are limited to DOE or successor contractors.

26. TRAVEL

Travel, per diem and lodging costs are not reimbursable under this Subcontract. If travel costs outside the scope of this Order is required, a separate subcontract will be negotiated.

27. INCORPORATION BY REFERENCE

This Agreement/Subcontract incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) provisions incorporated by reference, "Contractor" means Seller and "Contracting Officer" means the Company Procurement Representative. Government means the Company (except in instances when it is not applicable or appropriate).

The following clauses are incorporated by reference:

- (1) FAR 52.222-26, Equal Opportunity (MAR 2007)
(This Clause is applicable if Order exceeds \$10,000.)
- (2) FAR 52.222-35, Equal Opportunity for Disabled Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
(This Clause is applicable if Order exceeds \$100,000.)

- (3) FAR 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)
(This Clause is applicable if Order exceeds \$10,000.)
- (4) DEAR 952.250-70, Nuclear Hazards Indemnity Agreement (OCT 2005)
- (5) FAR 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)
(This Clause is applicable if Order exceeds \$100,000.)
- (6) FAR 52.2235, Pollution Prevention and Right-to-Know Information (MAY 2011)

FAR clauses may be accessed electronically at <http://www.arnet.gov/far>. DEAR clauses can be found at <http://professionals.pr.doe.gov>.

**SPECIAL TERMS AND CONDITIONS FOR
COMMERCIAL PURCHASES**

**SAVANNAH RIVER REMEDIATION LLC
SAVANNAH RIVER SITE
AIKEN, SC 29808**

Articles apply only if specified in the Order.

***Incorporated by reference to appropriate FAR
Clause see (<http://www.arnet.gov/far>) and DEAR
Clause see (<http://professionals.pr.doe.gov>)**

<u>Article</u>	<u>Page No.</u>
1. INTEGRATION OF ENVIRONMENT, SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION.....	1
2. ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE - ALTERNATIVE I.....	3
3. ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE – ALTERNATIVE II.....	5
4. ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE – ALTERNATIVE III.....	7
5. RESERVED.....	10
6. WORKPLACE SUBSTANCE ABUSE PROGRAM.....	10
7. GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES.....	11
8. SECURITY EDUCATION REQUIREMENTS FOR SELLERS.....	12
9. WORK ON SRR, GOVERNMENT OR OTHER PREMISES AND INSURANCE.....	13
10. TRAVEL.....	14
11. LIMITATION OF FUNDS.....	14
12. SECURITY.....	15
13. CONFIDENTIALITY OF INFORMATION.....	17
14. COUNTERINTELLIGENCE.....	17
15. RESERVED.....	17
16. COMPLIANCE WITH EMPLOYEE CONCERNS.....	17
17. NON-PROLIFERATION.....	18
18. SCIENTIFIC AND TECHNICAL INFORMATION.....	18
19. COPYRIGHTS FOR SRR DIRECTED TECHNICAL PERFORMANCE.....	18
20. GENERAL CONDITIONS OF EQUIPMENT RENTAL.....	18
21. PERFORMANCE-BASED MILESTONE PAYMENTS.....	21
22. *SERVICE CONTRACT ACT OF 1965 AS AMENDED (NOV 2007).....	23
23. RESERVED.....	23
24. *STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989).....	23

25. *FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006).....	23
26. *FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (FEB2002).....	23
27. *GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984).....	24
28. *UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004).....	24
29. *SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006).....	24
30. *RIGHTS IN DATA – GENERAL (JUN 1987)...	24
31. *CLASSIFICATION/ DECLASSIFICATION (SEP 1997).....	24
32. *FILING OF PATENT APPLICATIONS- CLASSIFIED SUBJECT MATTER (APR 1984).....	24
33. *FOREIGN TRAVEL (DEC 2000).....	24
34. *REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002).....	24
35. *GOVERNMENT PROPERTY (JUN 2007).....	24
36. *EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009).....	24
37. *IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007).....	24
38. *SUSTAINABLE ACQUISITION PROGRAM (OCT 2010).....	24
39. *AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JUL 2012).....	24
40. *ENERGY EFFICIENCY IN ENERGY- CONSUMING PRODUCTS (DEC 2007).....	24
41. *AFFIRMATIVE PROCUREMENT OF EPA- DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008).....	24

I. INTEGRATION OF ENVIRONMENT, SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION

- A. For the purpose of this Article,
- (1) safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
 - (2) employees include employees of Seller and sub-tier (lower tier) sellers (including agents, suppliers, and subcontractors).
 - (3) Seller shall track and expect any lower tier sellers to track their Experience Modification Rate (EMR) and Total Recordable Case (TRC) rate and submit a properly executed Environmental Safety and Health (ES&H) Worksheet (obtainable from the Savannah River Remediation LLC

(SRR) ES&H Department) in addition to letters from their workers' compensation carriers verifying their EMRs. If a three-year average interstate EMR exceeds 1.0, Subcontractor and lower tier subcontractors no longer are in compliance to continue the performance of service work under this Purchase Order (Subcontract). This clause does not apply if commercial goods are being procured.

B. In performing work under this Subcontract, the Seller and any lower tier seller(s), shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. All work shall be performed, to include subcontracted work, in compliance with all applicable SRR/DOE environmental, safety, and health requirements, including DOE Regulation 10 CFR 851, "Worker Safety and Health Program," and orders, and procedures including related reporting requirements. The Seller shall exercise a degree of care commensurate with the work and the associated hazards. The Seller shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral, but visible part of the Seller's work planning and execution processes. The Seller shall, in the performance of work, ensure that:

- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those Seller and lower tier seller employees managing or supervising employees performing work.
- (2) Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.
- (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
- (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
- (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees,

the public, and the environment are protected from adverse consequences.

(6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.

(7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by SRR and the Seller. These agreed-upon conditions and requirements of the Subcontract are binding upon the Seller. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established as an Integrated Safety Management System (ISMS). At a minimum and as required by Subcontract, elements of the safety management system shall include: the Subcontract; Supplier's worker protection plan and task specific plan; and Supplier's internal procedures, policies and practices.

C. The Seller and any lower tier seller(s), shall manage and perform work in accordance with (i) Article 2 of these Special Terms and Conditions for Commercial Purchases or a documented Worker Protection Plan (WPP) that fulfills all conditions in paragraph B. of this Article to the degree specified in Article 3 or 4 Special Terms and Conditions for Commercial Purchases as indicated applicable to this Subcontract; and (ii) the Safety Management System. Documentation in the Subcontract shall describe how the Seller will:

- (1) Define the Work to be performed.
- (2) Identify and analyze hazards associated with the work.
- (3) Develop and implement hazard controls.
- (4) Perform work within controls.
- (5) Provide feedback on adequacy of controls and continue to improve safety management.

D. The Subcontract shall describe how the Seller will establish, document, and implement safety performance objectives, performance measures, and commitments in response to Subcontract requirements and funding limits while maintaining the integrity of the WPP. The subcontract shall also describe how the Seller will measure WPP effectiveness.

E. The Seller shall submit to the Procurement Representative documentation of its WPP for

review and acceptance. The Procurement Representative will establish dates for submittal, discussions, and revisions to the WPP. The Procurement Representative will provide guidance on preparation, content, review, and acceptance of the WPP. On an annual basis, the Seller shall review and update, for SRR acceptance, its safety performance objectives, performance measures, and commitments consistent with, and in response to, Subcontract requirements, funding limits and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire WPP. Accordingly, the Subcontract shall be integrated with the Seller's business processes, as applicable to the Scope of Work contained in this Subcontract, for work planning, budgeting, authorization, execution, and change control.

- F. The Seller and any lower tier seller(s), shall comply with, and assist SRR in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the Article of this Subcontract on Laws, Regulations, and DOE Directives. The Seller shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this Subcontract.
- G. The Seller shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements including those specified in the Subcontract. If the Seller fails to provide resolution or, if at any time, the Seller's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Procurement Representative may issue an order stopping work in whole or in part. Any stop work order issued by the Procurement Representative under this Article (or issued by the Seller to a lower tier seller shall be without prejudice to any other legal or contractual rights of SRR. In the event that the Procurement Representative issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the Procurement Representative. The Seller shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.
- H. SRR shall hold the Seller responsible for compliance with the ES&H requirements applicable to this Subcontract, including performance of work by any lower tier seller(s).

2. **ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE - ALTERNATIVE I**

(Compliance by the Seller with the requirements of this Article 2 of these Special Terms and Conditions for Commercial Purchases shall satisfy any/all requirements of Article 1 of these Special Terms and Conditions for Commercial Purchases, "Integration Of Environment, Safety and Health Into Work Planning And Execution", applicable to the scope of work contained in this Subcontract.)

- A. The Seller, and any lower tier seller(s), shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety, and health of employees and members of the public. All work shall be performed to include lower tier subcontracted work in compliance with all applicable SRR/DOE environmental, safety, and health requirements, including DOE Regulation 10 CFR 851, "Worker Safety and Health Program", and orders, and procedures including related reporting requirements. Such procedures provide authority to SRR employees to call a "time out/stop work" when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property. The Seller shall ensure that its employees, including lower tier seller employees are aware of this authority, and also have similar "time out/stop work" authority when performing work under this Subcontract. The SRR Procurement Representative shall notify the Seller in writing of any noncompliance with the provisions of this Article and the corrective action to be taken. After receipt of such notice, the Seller shall immediately take corrective action. In the event that the Seller fails to take corrective action and comply with said SRR/DOE regulations, requirements and procedures the SRR Procurement Representative may, without prejudice to any other legal or contractual rights of SRR, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the Procurement Representative. The Seller shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.
- B. Prior to the start of work under this Subcontract, the Seller shall provide to the SRR Procurement

Representative a letter acknowledging a Corporate Safety and Health Policy and confirmation of compliance with SRR procedures. In addition, for any tasks identified in the Statement of Work as outside the scope of SRR procedures, the Seller shall provide to the SRR Procurement Representative for SRR review and acceptance any appropriate documentation, procedures or manuals containing task hazard reviews and safeguards to be implemented. Whenever a significant change or addition is made to such documentation, procedures or manuals, the Seller shall re-submit the revised document to SRR for review and acceptance. Examples of significant changes include any requirement deletions, additional scope added, total re-write or major revision. Additionally, the Seller must submit annually to SRR either an update to the documentation, procedures or manuals for acceptance or a letter stating that no changes are necessary in the current accepted documents.

C. Equipment Safety.

The Seller shall ensure that major equipment used in the performance of work under this Subcontract is inspected, operated and maintained by qualified competent personnel. As confirmation, the Seller shall complete Form PF-44, Major Equipment Declaration, (copy available on the SRR Internet Home Page) and provide one (1) copy to the Subcontract Technical Representative (STR), prior to placing any such equipment in service on the Savannah River Site. Additionally, prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy duty equipment on the Savannah River Site, the Seller shall complete the "Self-propelled Equipment Loading, Unloading & Transport Safety Review Checklist", copy available on the SRR Home Page at (http://www.srs.gov/general/busiops/PMMD/general_provisions.htm), and provide a copy to the STR.

D. Assigned Competent Person.

The Seller shall designate in writing an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged material/equipment delivery personnel and other non-badged Seller personnel seeking temporary badges in support of the Seller's work scope. The ACP shall be a responsible employee, cognizant of the Subcontract scope and all applicable environmental, safety and health requirements, including any focused observation

safety checklists. The ACP shall furnish an advance copy of applicable focused observation safety checklists to any non-badged temporary personnel anticipating entry onto SRS, and shall meet entering personnel at the SRR Badging Office, Building 703-46A when they report for temporary badging. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site review, complete and date any applicable focused observation safety checklist(s). For material/equipment deliveries, the ACP shall review any applicable focused observation safety checklists with delivery personnel, including specific safety measures required for loading/unloading in accordance with OHSA.

E. Safety and Health Representative.

The Seller shall designate a safety and health professional or representative, as specified in the Subcontract. The designation must include the person's qualifications and duties. A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or pre-approved equivalent, having other safety related training certificates and/or job experience in General Industry/Construction safety with an understanding of the requirements in 29 CFR 1910/1926. The Safety Representative shall solicit worker feedback during hazard review meetings, field safety inspections, incident investigations and document same when appropriate, e.g., new hazard requiring additional controls, defective equipment, observation of unsafe condition or behavior.

F. Site Reporting Requirements.

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

- (1) Operational emergencies.
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses.
- (3) Any on-the-job injury where an employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal

vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately.

- (4) Any violation of Lockout/Tagout controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury,
- (5) Fires/explosions.
- (6) Hazardous energy control failures,
- (7) Operations shutdown directed by management for safety response.
- (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
- (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations.
- (10) Loss, damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.)
- (11) Spread of radioactive contamination or loss of control of radioactive materials.
- (12) Personnel radioactive contaminations or exposures.
- (13) Violations of procedures.

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

3. ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE – ALTERNATIVE II

(Compliance by the Seller with the requirements of this Article 3 of these Special Terms and Conditions for Commercial Purchases shall satisfy any/all requirements of Article 1 of these Special Terms and Conditions for Commercial Purchases, "Integration Of Environment, Safety and Health Into Work Planning And Execution", applicable to the scope of work contained in this Subcontract.)

- A. The Seller and any lower tier seller(s) shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety and health of employees and members of the public, and shall comply with

OSHA and all other applicable federal, state and local regulatory requirements, including new DOE Regulation 10 CFR 851, "Worker Safety and Health Program" which will apply to any work performed on the Savannah River Site effective February 9, 2007. The Seller and any lower tier seller shall comply with site-specific ES&H requirements when specified in the Subcontract. The SRR Procurement Representative shall notify the Seller in writing of any noncompliance with the provisions of this Article. After receipt of such notice, the Seller shall immediately take corrective action. In the event that the Seller fails to take corrective action and comply with said regulations and requirements, the SRR Procurement Representative may, without prejudice to any other legal or contractual rights of SRR, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the Procurement Representative. The Seller shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

B. Corporate Worker Protection Plan (WPP).

The Seller shall possess and maintain a corporate Worker Protection Plan (WPP) which implements the OSHA requirements applicable to the normal course of the Seller's business. Prior to the start of work under this Subcontract, the Seller shall provide to the SRR Procurement Representative a copy of the WPP and sample Task Specific Plans (TSP) (based on a minimum of three tasks in the scope of work), for review and acceptance by the appropriate SRR organization(s). NOTE: Seller is responsible for conducting hazard analysis and documenting additional TSPs. Work under this Subcontract shall not commence until the WPP and TSPs have been accepted by SRR. The Seller shall provide a copy of the accepted WPP and TSP to any lower tier Seller(s) and shall ensure Seller employee's performing work at the site have access to the WPP document accepted by SRR, and other standards, controls and procedures including DOE worker protection publications applicable to the workplace. The Seller's employees and the employees of any lower tier seller(s), shall comply with the WPP and TSPs in the performance of the work under this Subcontract. The WPP shall meet the following minimum requirements:

- (1) Shall include management policies that provide for clear goals, responsibilities,

- authority, and accountability for meeting loss control objectives;
- (2) Shall include the implementation of applicable local, state, federal, environment, safety and health requirements that are relevant to the scope of work, including applicable elements in 10 CFR 851, "Worker Safety and Health Program";
 - (3) Shall provide employee guidance on internal engineering controls, precautions, and requirements on personal protective equipment (PPE) to minimize, control and/or prevent employee exposure to include equipment/property loss;
 - (4) Shall include management policies for incorporating and implementing the use of American Conference of Governmental Industrial Hygienist (ACGIH) threshold limit values (TLVs). The ACGIH guidelines shall be used when the TLV(s) exposure limits are more restrictive than OSHA permissible exposure limits (PELs).
 - (5) Shall include Task Specific Plans that include hazard identification and control measures that provide for safe work practices and employee training (i.e., 1) Define Scope of Work, 2) Identify and Analyze Hazards, 3) Develop and Implement Controls, 4) Perform Work within Controls, 5) Provide Feedback, and Continuous Improvement.);
 - (6) Shall include Focused Observation Checklists, as applicable. The Seller shall (i) thoroughly assess the work scope, (ii) identify the associated hazards, and (iii) apply elements of corresponding Checklists within the Worker Protection Plan (WPP) or utilize applicable Checklists as attachments to the WPP. Subcontract scope performed by the Seller and its lower tier sellers will typically be covered by the WPP and appropriate Checklists. Such Checklists are available on the Savannah River Site Internet Home Page (http://www.srs.gov/general/busiops/PMMD/general_provisions.htm) for review and down loading.
 - (7) Shall include a process that provides authority to Seller and lower tier seller employees to call for a "time out/stop work" when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property.

The Seller shall provide mechanisms to involve workers in the development of WPP goals,

objectives, and performance measures and in the identification and control of workplace hazards. Whenever a significant change or addition is made to the WPP, it shall be re-submitted to SRR for review and acceptance. Examples of significant changes include any requirement deletions, additional scope added, total re-write or major revision. Additionally, the Seller must submit annually to SRR either an updated WPP for acceptance or a letter stating that no changes are necessary in the current accepted WPP.

C. Equipment Safety.

The Seller shall ensure that major equipment used in the performance of work under this Subcontract is inspected, operated and maintained by qualified competent personnel. As confirmation, the Seller shall complete Form PF-44, Major Equipment Declaration, (copy available on the SRR Internet Home Page) and provide one (1) copy to the Subcontract Technical Representative (STR), prior to placing any such equipment in service on the Savannah River Site. Additionally, prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy duty equipment on the Savannah River Site, the Seller shall complete the "Self-propelled Equipment Loading, Unloading & Transport Safety Review Checklist", copy available on the SRR Home Page at (http://www.srs.gov/general/busiops/PMMD/general_provisions.htm), and provide a copy to the STR.

D. Assigned Competent Person.

The Seller shall designate in writing an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged material/equipment delivery personnel and other non-badged Seller personnel seeking temporary badges in support of the Seller's work scope. The ACP shall be a responsible employee, cognizant of the Subcontract scope and all applicable environmental, safety and health requirements, including any focused observation safety checklists. The ACP shall furnish an advance copy of applicable focused observation safety checklists to any non-badged temporary personnel anticipating entry onto SRS, and shall meet entering personnel at the SRR Badging Office, Building 703-46A when they report for temporary badging. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site review, complete and date any applicable focused observation safety checklist(s). For

material/equipment deliveries, the ACP shall review any applicable focused observation safety checklists with delivery personnel, including specific safety measures required for loading/unloading in accordance with OSHA and the WPP.

E. Safety and Health Representative.

The Seller shall designate a safety and health professional or representative, as specified in the Subcontract. The designation must include the person's qualifications and duties and be documented in the Seller's Worker Protection Plan. A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or pre-approved equivalent, having other safety related training certificates and/or job experience in General Industry/Construction safety with an understanding of 29 CFR 1910/1926 requirements. The Safety Representative shall solicit worker feedback during hazard review meetings, field safety inspections, incident investigations and document same when appropriate, e.g., new hazard requiring additional controls, defective equipment, observation of unsafe condition or behavior.

F. Material Safety Data Sheets.

The Seller shall provide the STR copies of Material Safety Data Sheets for all chemicals brought to SRS prior to the initial use of such chemicals. In addition, the Seller shall provide the STR with a current inventory on a monthly basis for chemicals stored on-site for thirty (30) or more days per EPCRA/CERCLA. All chemicals stored on-site shall follow NFPA storage guidelines.

G. Environmental Compliance

The Seller and any lower tier seller(s) shall comply with all applicable environmental protection laws, Executive Orders, ordinances, regulations, directives, and codes. Upon request, the Seller shall submit an Environmental Compliance Plan (ECP) outlining the methods proposed to address the environmental requirements specified in the scope of work. The ECP shall specify the person responsible for ensuring the requirements are met.

H. Site Reporting Requirements

The Seller shall immediately notify the STR or SRR Procurement Representative of any event/condition that may require reporting to the DOE. Further, the Seller shall cooperate with any SRR or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE

Manual 231.1-2 (DOE M 231.1-1-2) and can include (but are not limited to):

- (1) Operational emergencies,
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
- (3) Any on-the-job injury where an employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately,
- (4) Any violation of Lockout/Tagout controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury
- (5) Fires/explosions,
- (6) Hazardous energy control failures,
- (7) Operations shutdown directed by management for safety reasons,
- (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
- (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations,
- (10) Loss damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),
- (11) Spread of radioactive contamination or loss of control of radioactive materials,
- (12) Personnel radioactive contaminations or exposures, and
- (13) Violations of procedures.

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

4. **ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE – ALTERNATIVE III**

(Compliance by the Seller with the requirements of this Article 4 of these Special Terms and Conditions

for Commercial Purchases shall satisfy any/all requirements of Article 1 of these Special Terms and Conditions for Commercial Purchases, "Integration Of Environment, Safety and Health Into Work Planning And Execution," applicable to the scope of work contained in this Subcontract.)

A. The Seller and any lower tier seller(s) shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety and health of employees and members of the public, and shall comply with OSHA and all other applicable federal, state and local regulatory requirements, including new DOE Regulation 10 CFR 851, "Worker Safety and Health Program" which will apply to any work performed on the Savannah River Site effective February 9, 2007. The Seller and any lower tier seller shall comply with site-specific ES&H requirements when specified in the Subcontract. The SRR Procurement Representative shall notify the Seller in writing of any noncompliance with the provisions of this Article. After receipt of such notice, the Seller shall immediately take corrective action. In the event that the Seller fails to take corrective action and comply with said regulations and requirements, the SRR Procurement Representative may, without prejudice to any other legal or contractual rights of SRR, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the Procurement Representative. The Seller shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

B. Corporate Worker Protection Plan (WPP)

The Seller shall possess and maintain a corporate Worker Protection Plan (WPP) which implements the OSHA requirements applicable to the normal course of the Seller's business. Prior to the start of work under this Subcontract, the Seller shall provide to the SRR Procurement Representative a copy of the WPP for review and acceptance by the appropriate SRR organizations. The Seller's employees and the employees of any lower tier seller(s), shall comply with the WPP in the performance of the work under this Subcontract. Work under the Subcontract shall not commence until the WPP has been received and accepted by SRR. The Seller shall provide a copy of the WPP to any lower tier Seller(s) and shall ensure Seller employee's performing work at the site have

access to the WPP document accepted by SRR, and other standards, controls and procedures including DOE worker protection publications applicable to the workplace. The WPP shall meet the following minimum requirements:

- (1) Shall include management policies that provide for clear goals, responsibilities, authority, and accountability for meeting loss control objectives;
- (2) Shall include the implementation of applicable local, state, federal, environment, safety and health requirements that are relevant to the scope of work, including applicable elements in 10 CFR 851, "Worker Safety and Health Program";
- (3) Shall provide employee guidance on task hazards, engineering controls, precautions, and requirements on personal protective equipment (PPE) to minimize, control and/or prevent employee exposure to include equipment/property loss;
- (4) Shall include management policies for incorporating and implementing the use of American Conference of Governmental Industrial Hygienist (ACGIH) threshold limit values (TLVs). The ACGIH guidelines shall be used when the TLV(s) exposure limits are more restrictive than OSHA permissible exposure limits (PELs).
- (5) Shall include Focused Observation Checklists, as applicable. The Seller shall (i) thoroughly assess the work scope, (ii) identify the associated hazards, and (iii) apply elements of corresponding Checklists within the Worker Protection Plan (WPP) or utilize applicable Checklists as attachments to the WPP. Subcontract scope performed by the Seller and its lower tier sellers will typically be covered by the WPP and appropriate Checklists. Such Checklists are available on the Savannah River Site Internet Home Page (http://www.srs.gov/general/busiops/PMMD/general_provisions.htm) for review and down loading.
- (6) Shall include a process that provides authority to Seller and lower tier seller employees to call for a "time out/ stop work" when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property.

The Seller shall provide mechanisms to involve workers in the development of WPP goals, objectives, and performance measures and in the identification and control of workplace hazards.

Whenever a significant change or addition is made to the WPP, it shall be re-submitted to SRR for review and acceptance. Examples of significant changes include any requirement deletions, additional scope added, total re-write or major revision. Additionally, the Seller must submit annually to SRR either an updated WPP for acceptance or a letter stating that no changes are necessary in the current accepted WPP.

C. Equipment Safety

The Seller shall ensure that major equipment used in the performance of work under this Subcontract is inspected, operated and maintained by qualified competent personnel. As confirmation, the Seller shall complete Form PF-44, Major Equipment Declaration, (copy available on the SRR Internet Home Page) and provide one (1) copy to the Subcontract Technical Representative (STR), prior to placing any such equipment in service on the Savannah River Site. Additionally, prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy duty equipment on the Savannah River Site, the Seller shall complete the "Self-propelled Equipment Loading, Unloading & Transport Safety Review Checklist", copy available on the SRR Home Page at (http://www.srs.gov/general/busiops/PMMD/general_provisions.htm), and provide a copy to the STR.

D. Assigned Competent Person

The Seller shall designate in writing an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged material/equipment delivery personnel and other non-badged Seller personnel seeking temporary badges in support of the Seller's work scope. The ACP shall be a responsible employee, cognizant of the Subcontract scope and all applicable environmental, safety and health requirements, including any focused observation safety checklists. The ACP shall furnish an advance copy of applicable focused observation safety checklists to any non-badged temporary personnel anticipating entry onto SRS, and shall meet entering personnel at the SRR Badging Office, Building 703-46A when they report for temporary badging. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site review, complete and date any applicable focused observation safety checklist(s). For material/equipment deliveries, the ACP shall review any applicable focused observation safety

checklists with delivery personnel, including specific safety measures required for loading/unloading in accordance with OSHA and the WPP.

E. Safety and Health Representative.

The Seller shall designate a safety and health professional or representative, as specified in the Subcontract. The designation must include the person's qualifications and duties and be documented in the Seller's Worker Protection Plan. A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or pre-approved equivalent, having other safety related training certificates and/or job experience in General Industry/Construction safety with an understanding of 29 CFR 1910/1926 requirements. The Safety Representative shall solicit worker feedback during hazard review meetings, field safety inspections, incident investigations and document same when appropriate, e.g., new hazard requiring additional controls, defective equipment, observation of unsafe condition or behavior.

F. Material Safety Data Sheets.

The Seller shall provide the STR copies of Material Safety Data Sheets for all chemicals brought to SRS prior to the initial use of such chemicals. In addition, the Seller shall provide the STR with a current inventory on a monthly basis for chemicals stored on-site for thirty (30) or more days per EPCRA/CERCLA. All chemicals stored on-site shall follow NFPA storage guidelines.

G. Environmental Compliance

The Seller and any lower tier seller(s) shall comply with all applicable environmental protection laws, Executive Orders, ordinances, regulations, directives, and codes. Upon request, the Seller shall submit an Environmental Compliance Plan (ECP) outlining the methods proposed to address the environmental requirements specified in the scope of work. The ECP shall specify the person responsible for ensuring the requirements are met.

H. Site Reporting Requirements

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

- (1) Operational emergencies.
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses.
- (3) Any on-the-job injury where an employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately.
- (4) Any violation of Lockout/Tagout controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury.
- (5) Fires/explosions.
- (6) Hazardous energy control failures.
- (7) Operations shutdown directed by management for safety reasons.
- (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
- (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations.
- (10) Loss damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.)
- (11) Spread of radioactive contamination or loss of control of radioactive materials.
- (12) Personnel radioactive contaminations or exposures.
- (13) Violations of procedures.

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

5. **RESERVED**

6. **FITNESS FOR DUTY WORKPLACE
SUBSTANCE ABUSE PROGRAM**

CONTRACTOR expects that Seller and lower tier seller employees who will perform work on-site will be physically and mentally fit to meet the

requirements of the job descriptions for labor under this Subcontract. CONTRACTOR has absolute authority to reject said employees who are not fit for duty or manifest their unfitness after performing work, and Seller and lower tier sellers will immediately replace said employees as a condition of this Subcontract.

A. **Fitness for Duty**

SRR expects that Seller and lower tier seller employees who will perform work on-site will be physically and mentally fit to meet the requirements of the job descriptions for labor under this Subcontract. SRR has absolute authority to reject said employees who are not fit for duty or manifest their unfitness after performing work, and Seller and lower tier sellers will immediately replace said employees as a condition of this Subcontract.

- (1) (i) The Seller shall advise employees and the employees of lower tier sellers and agents that it is the policy of SRR to prohibit the use, possession, sale and distribution of alcohol, drugs or other controlled substance within the limits of the Savannah River Site (SRS), and/or any off-Site facilities, and to prohibit the presence of individuals who have such substances in the body for non-medical reasons. Any Seller employee who is found in violation of the policy may be removed or barred from the site.
- (ii) The Seller agrees to advise its employees and the employees of lower tier sellers of the above policy prior to assignment to the Site and to maintain documentation that such advice has been given.
- (2) SRR will collect urine specimens when Seller employees are processed for badging. SRR will send these specimens to a consultant for testing and verification. The testing process may take up to five (5) days to obtain results. In the event of "positive" findings, the Seller will be notified and shall bring the individual to the Badge Office for an "Exit Conference". The Seller then agrees to promptly remove such individual from the Savannah River Site and return the badge to the SRR Subcontractor Badge Office.
- (3) The Seller agrees to secure the written consent of employees to release results of urine tests to the designated SRR representative. SRR agrees to use such results solely in connection with its decision

as to whether to permit a Seller employee, lower tier seller employee or agent to access Savannah River Site property.

- (4) SRR will also conduct for-cause and random drug and alcohol testing on all employees badged by SRR. The Seller agrees to comply with and secure the compliance of its employees and employees of lower tier sellers with this testing. In the event of "positive" findings, the Seller agrees to promptly remove such individual from the Savannah River Site and return his or her badge to the SRR Subcontractor Badging Office.
- (5) A Breath Alcohol Test will be given during the initial badging process and the results will be available immediately. In the event of "positive" findings, the Seller's employee will not be badged, shall be issued a temporary pass, and will be escorted offsite by a Seller's Representative.

B. Suitability for Employment

- (1) Seller employees, including employees of lower tier sellers, who are to be badged to permit Savannah River Site access, must successfully complete Suitability for Employment process. As part of this process, the Seller agrees to advise its employees and employees of lower tier Sellers that they will be required to complete certain forms, which authorize background investigations. These forms shall be submitted during the badging process.
- (2) Employees will be issued a photo badge and allowed site access on the first reporting day. In the event a Seller's employee subsequently fails to successfully complete the background investigation, the Seller agrees to promptly remove such individual from the site and to return the badge to the SRR Subcontractor Badging Office.
- (3) Seller agrees to advise its employees of the above requirement prior to assignment to the Savannah River Site and to maintain documentation that such advice has been given.
- (4) Seller also shall advise its employees and lower tier sellers whose employees are performing work at SRS that they shall inform Seller of any arrest or indictment by any law enforcement agency as soon as practicable; and Seller shall inform SRR, within 24 hours in writing (Email is acceptable) of its or its lower tier seller's employee's name and the alleged facts of the arrest or indictment. SRR shall make a

determination of the employee's continued suitability for employment at SRS.

7. GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES

(The following terms are applicable if performance of this Subcontract will require the Seller's employee(s) to perform work on SRS premises for more than ten (10) working days.)

A. General Employee Training (GET)

- (1) The Seller shall inform its employees and the employees of its lower tier sellers that it is the policy of Savannah River Remediation to adhere to the requirements contained in the DOE Order entitled "Personnel Selection, Qualification and Training Requirements," which requires any individual, employed either full or part-time at any DOE reactor or non-reactor facility to receive selected general training.
- (2) **Successful Completion Required**
Said employees, referred to in the remainder of this document as "individual", must successfully complete the training known as "General Employee Training" (GET) as offered by the SRS. The GET sessions are given by a Savannah River Site authorized GET instructor. There are three categories of GET.
 - (i) Category 1 consists of viewing a video that lasts for one hour. This category is limited to delivery personnel, visitors, and other temporary personnel that require badged access to the general site and property protection areas and are typically on site greater than 10 days, but not consecutively, in a calendar year.
 - (ii) Category 2 consists of viewing a video and a written examination, and lasts for approximately two hours. This category would apply to visitors or other temporary personnel that require badged access to the general site and property protection areas and are on site greater than 10 days consecutively in a calendar year, and additional training is not required as determined by SRR.
 - (iii) Category 3 consists of eight hours of training and includes instructor lecture along with audio and visual aids and a written examination. This category applies to individuals who require badged access to the general site,

property protection areas, or security controlled areas and additional training is required, as determined by SRR.

- (3) Successful Completion Defined: Successful completion occurs when the individual
 - (i) Is scheduled for GET,
 - (ii) Attends the GET session,
 - (iii) Obtains a test score of 70% or greater on the written examination, if required, (100% is the highest obtainable score), and
 - (iv) Properly completes all documents (rosters, exam answer sheet, etc.).
 - (4) Unsuccessful Completion Defined: If the individual fails to successfully complete GET, the individual is given a failure notice and is to notify the Subcontract Technical Representative (STR) for rescheduling for remedial training or for a re-test. The individual will be allowed several chances to successfully complete the GET. Continued failure to successfully complete GET will result in resolution by the STR.
 - (5) Scheduling for GET

The STR shall direct the individual to the appropriate training center to attend the GET session. GET training is scheduled subject to demand.
 - (6) Records

GET records will be maintained by SRR.
- B. Annual Refresher Training

Refresher Training is required after an individual's initial successful completion of all categories of GET, regardless of the individual's present employer. Category 1 and Category 2 GET training must be repeated annually. For Category 3, successful completion of Consolidated Annual Training (CAT) is required. The Seller is responsible for scheduling its employees for this training. The STR may be contacted for assistance.
- C. Upon providing proof of successful completion of GET either at another DOE facility, or while employed by a firm other than the Seller under this Subcontract, the employee will not be required to repeat this training.

8. SECURITY EDUCATION REQUIREMENTS FOR SELLERS

The following items are applicable if performance of this Subcontract will require the Seller's employee(s) to receive a security badge.

A. Seller Security Education Coordinator

- (1) If this Subcontract will require a force of more than thirty (30) Seller employees receive badges, then the Seller shall provide

to the SRR Security Education Office, the name of its representative appointed to administer its Security Education Program. This representative shall be referred to as the Seller Security Education Coordinator (SSEC).

- (2) If this Subcontract will require that less than thirty (30) Seller employees receive badges, then the SRR Subcontract Technical Representative (STR) will perform the activities discussed in this Supplement.
- B. Company Roster

The SSEC will be responsible for providing the STR with a roster of all Seller personnel receiving a badge. At a minimum the data shall include name, social security number, and work telephone number, clearance level and place where work is generally performed. This list shall be kept current and updated every sixty-(60) days.
- C. Initial Briefing

The SSEC will ensure that all Seller personnel, regardless of clearance level, receive an Initial Security Briefing... This briefing consists of videotape shown during initial General Employee Training (GET), or at the time of badging for those individuals not required to attend GET.
- D. Comprehensive Briefing

If Seller personnel have a clearance at the inception of this Subcontract, or receive a clearance at any time during the course of the Subcontract, the SSEC/STR will ensure that those employees receive a Comprehensive Briefing from SRR.
- E. Annual Refresher Briefing

The SSEC/STR shall ensure that all Seller employees receive, at least once in a twelve-(12) month period, an Annual Security Refresher briefing from SRR. This briefing is provided during GET Refresher Training.
- F. Foreign Travel Briefing

If a Seller employee plans a trip to a sensitive country, whether on official business or for pleasure, the SSEC/STR is responsible for ensuring that the individual receives a Foreign Travel Briefing from SRR before departing and a Debriefing upon return. The OPSEC Officer is responsible for these Briefings.
- G. Badge Retrieval at Termination

The Seller is responsible for ensuring that badges are returned or accounted for when a Seller employee terminates employment or when a Subcontract is completed. The employee must report to Employment Processing Center, for proper completion of out-processing and badge

return. This effort should be coordinated with the SRR STR.

H. Termination Briefing

When a Seller employee terminates employment or is reassigned, the SSEC/STR will ensure that a Termination Briefing by SRR is given and the appropriate forms are executed. Briefing materials and appropriate forms are provided by SRR.

9. WORK ON SRR, GOVERNMENT OR OTHER PREMISES AND INSURANCE

A. As to the Work to be done or performed by Seller on premises owned or controlled by SRR, the Government, or the premises of other SRR sellers, Seller 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 Seller or its subcontractors or employees. Seller shall indemnify and hold harmless the Government and SRR from and against any and all claims, demands, actions, causes of action including those brought by an employee of the Seller or a State Industrial Insurance regulator 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 Seller or its sellers or employees arising out of, or in any way connected with the performance of this Subcontract, whether or not caused in any way by some act or omission, negligence or otherwise, of SRR or the Government; provided however, that the Seller's duty to indemnify shall not arise if such injury, death, destruction or loss is caused by the negligence of SRR or the Government. Nothing in the foregoing shall be construed to require Seller to indemnify and save harmless the Government and SRR 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, Seller specifically waives any and all immunity provided by any industrial insurance or Workers/ Workmen's Compensation Act or statute.

B. When Seller shall perform any part of the Work on the premises of the SRR or the Government during the performance of this Subcontract, the Seller shall have in force and effect, policies of

insurance conforming to the terms set forth in Paragraph C of this Article.

C. (1) The Seller shall procure and thereafter maintain at its own expense, the following insurance:

(i) Workers' Compensation and Employer's Liability.

Limits of Liability: Workers' Compensation: Statutory limits in the jurisdiction in which Seller is located.

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: SRR and the Government to be endorsed as Additional Insured.

Contractual Liability: Shall include 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.

Note: All personnel operating motor vehicles at SRS must have a valid driver's license, vehicle registration and proof of insurance (regardless of state of origin). Anyone not having these documents is subject to being denied access to SRS and, if in violation of a law, being cited for the violation.

(2) Certificates of insurance evidencing that the requirements of this Article have been met shall be furnished to SRR before work is commenced with respect to performance under this Subcontract. In addition, a copy of the policy endorsement for Comprehensive General Liability Insurance (Ref. paragraph C.(1)(ii) above) naming SRR and the Government as "Additional Insured", shall be submitted with the certificate of insurance. (A "blanket" endorsement naming contracting parties as an "Additional Insured" is acceptable.) Provisions shall be made for thirty (30) days advance notice by mail to SRR of changes in or cancellation of such insurance. Certificates shall be issued by insurance carriers or brokers satisfactory to SRR.

(3) In the event the Seller fails to furnish such Certifications of Insurance, as required in Paragraph 2 above, prior to commencement

of work or to continue to maintain such insurance during the performance of the Subcontract, SRR shall have the right to stop work and/or to withhold any payments or partial payments required to be made under this Subcontract; and shall have the right to continue withholding any or all of said payments so long as the Seller has not complied with the requirements of this Article.

- (4) On contracts involving blasting or other hazardous operations, the Seller's insurance shall specifically state that all blasting or such other hazardous operations are fully covered.

D. Seller agrees to comply with and require its sellers 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. Seller further agrees to indemnify SRR and the Government against, and to save and hold harmless SRR and the Government from, any and all liability and expense with respect to claims against SRR or the Government which may result from the failure or alleged failure of Seller or of any of its lower tier sellers to comply therewith.

10. TRAVEL

Travel, per diem and lodging costs are not reimbursable under this Subcontract.

11. LIMITATION OF FUNDS

NOTE: This article is applicable only if this Subcontract is partially funded.

- A. Of the total price of this Subcontract, the sum of \$_____ is presently available for payment and allotted to this Subcontract. It is anticipated that additional funds will be allocated to the Subcontract in accordance with the following schedule until the total price of the Subcontract is funded:
- B. The Seller agrees to perform or have performed work on this Subcontract up to the point at which, if this Subcontract is terminated pursuant to the Termination For Convenience of SRR article of this Subcontract, the total amount payable by SRR (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of SRR article would, in the exercise of reasonable judgment by the Seller, approximate the total amount at the time allotted to the Subcontract. The Seller is

not obligated to continue performance of the work beyond that point. SRR is not obligated in any event to pay or reimburse the Seller more than the amount from time to time allotted to the Subcontract, anything to the contrary in the Termination For Convenience of SRR article notwithstanding.

- C. (1) It is contemplated that funds presently allotted to this Subcontract will cover the work to be performed until _____.
- (2) If funds allotted are considered by the Seller to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Seller shall notify SRR in writing when within the next 60 days the work will reach a point at which, if the Subcontract is terminated pursuant to the Termination For Convenience of SRR article of the Subcontract, the total amount payable by SRR (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of SRR article will approximate 75 percent of the total amount then allotted to the Subcontract.
- (3) (i) The notice shall state the estimated date when the point referred to in subparagraph C.(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it.
- (ii) The Seller shall, sixty days in advance of the date specified in subparagraph C. (1) of this clause, or an agreed date substituted for it, advise SRR in writing as to the estimated amount of additional funds required for the timely performance of the Subcontract for a further period as may be specified in the Subcontract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in subdivision C. (3)(ii) of this clause, additional funds are not allotted by the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it, SRR shall, upon the Seller's written request, terminate this Subcontract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination For Convenience of SRR article.
- D. When additional funds are allotted from time to time for continued performance of the work under this Subcontract, the parties shall agree on

the applicable period of Subcontract performance to be covered by these funds. The provisions of paragraphs B and C of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the Subcontract shall be modified accordingly.

- E. If, solely by reason of SRR's failure to allot additional funds in amounts sufficient for the timely performance of this Subcontract, the Seller incurs additional costs or is delayed in the performance of the work under this Subcontract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the work to be performed.
- F. SRR may at any time before termination, and, with the consent of the Seller, after notice of termination, allot additional funds for this Subcontract.
- G. The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of SRR under the default article of this Subcontract. This clause shall become inoperative upon the allotment of funds for the total price of the work under this Subcontract except for rights and obligations then existing under this clause.
- H. Nothing in this clause shall affect the right of SRR to terminate this Subcontract pursuant to the Termination for Convenience of SRR article of the Subcontract.

12. SECURITY

(Applicable if under the terms of this Subcontract Seller's employees will be required to possess access authorizations (L or Q Security Clearance).)

A. Responsibility

It is the Seller's duty to safeguard all classified information, special nuclear material, and other DOE/SRR property in its possession. The Seller shall, in accordance with DOE/SRR security and counterintelligence regulations and requirements, be responsible for safeguarding all classified, unclassified sensitive and proprietary information and protecting against sabotage, espionage, loss and theft of the classified, unclassified sensitive and proprietary matter in the Seller's possession in connection with the performance of work under this Subcontract. Except as otherwise expressly provided in this Subcontract, the Seller shall, upon completion or termination of this Subcontract, transmit to SRR any classified, unclassified sensitive and proprietary matter in the possession of the Seller or any person under the Seller's control in

connection with performance of this Subcontract. If retention by the Seller of any classified, unclassified sensitive, and proprietary matter in the Seller's possession is required after the completion or termination of the Subcontract and such retention is approved by the SRR Procurement Representative, the Seller shall complete a certificate of possession to be furnished to SRR specifying the classified, unclassified sensitive, and proprietary matter in the Seller's possession are to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter, and the period of retention, if known. If the SRR Procurement Representative approves the retention, the security provisions of this Subcontract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of this Subcontract.

B. Regulations.

The Seller agrees to comply with all security and counterintelligence regulations and requirements of DOE/SRR in effect on the date of award of this Subcontract.

C. Definition of Classified Information.

The term "Classified Information" means Restricted Data, Formerly Restricted Data, or National Security Information.

D. Definition of Restricted Data.

The term "Restricted Data" means all data concerning:

- (1) Design, manufacture, or utilization of atomic weapons;
- (2) The production of special nuclear material; or
- (3) The use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

E. Definition of Formerly Restricted Data.

The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142d. of the Atomic Energy Act of 1954, as amended.

F. Definition of National Security Information.

The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Executive Orders to require protection

against unauthorized disclosure, and which is so designated.

G. Definition of Special Nuclear Material (SNM).

SNM means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

H. Security Clearance of Personnel.

The Seller shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and DOE/SRR regulations or requirements applicable to the particular level and category of classified information to which access is required.

I. Criminal Liability.

It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Seller or any person under the Seller's control in connection with work under this Subcontract, may subject the Seller or its lower tier sellers and both their employees to criminal liability under the laws of the United States. (*See* Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 *et seq.*; 18 U.S.C. 793 and 794; and Executive Order 12356).

J. Foreign Ownership, Control or Influence.

(1) The Seller shall immediately provide SRR written notice of any changes in the extent and nature of FOCI over the Seller which would affect the information provided in the Certificate Pertaining to Foreign Interests and its supporting data. Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to SRR.

(2) In those cases where a Seller has changes involving FOCI, the DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the Department of Energy shall consider proposals made by the Seller to avoid or mitigate foreign influences.

(4) If the cognizant security office at any time determines that the Seller is, or is potentially, subject to FOCI, the Seller shall comply with such instructions as the Contracting Officer/SRR shall provide in writing to safeguard any classified information or special nuclear material.

(5) Information submitted by the Seller or any affected lower tier Seller as required pursuant to this clause shall be treated by SRR/DOE to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.

(6) SRR may terminate this Subcontract for default either if the Seller fails to meet obligations imposed by this article, e.g., provide the information required by this article, comply with SRR/DOE instructions about safeguarding classified information, or make this article applicable to lower tier sellers or if, in SRR's judgment, the Seller creates a FOCI situation in order to avoid performance or a termination for default. SRR may terminate this Subcontract for convenience if the Seller becomes subject to FOCI and for reasons other than avoidance of performance of the Subcontract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

K. Seller agrees to insert terms that conform substantially to the language of this article including this paragraph in all lower tier subcontracts under this Subcontract that will require Seller employees to possess access authorizations for access to classified information or special nuclear material. Additionally, the Seller shall require such lower tier sellers to have an existing DOE or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 to the DOE Office of Safeguards and Security (marked to identify the applicable prime contract) prior to award or a lower tier subcontract. Such subcontracts shall not be awarded until the Seller is notified that the proposed lower tier sellers have been cleared. Information to be provided by a lower tier seller pursuant to this clause may be submitted directly to the DOE Contracting Officer. For purposes of this Article, Seller means any subcontractor, supplier at any tier, and the term "Contracting Officer" means the DOE Contracting Officer. When this Article is included in a lower tier

subcontract the term "Seller" shall mean Seller and the term "Order" shall mean Subcontract.

13. **CONFIDENTIALITY OF INFORMATION**

- A. To the extent that the work under this Subcontract requires that the Seller be given access to confidential or proprietary business, technical or financial information belonging to the Government, SRR or other companies, the Seller 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 SRR or the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
- (1) Information which, at the time of receipt by the Seller, is in public domain;
 - (2) Information which is published after receipt thereof by the Seller or otherwise becomes part of the public domain through no fault of the Seller;
 - (3) Information which the Seller can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the government or other companies;
 - (4) Information which the Seller can demonstrate was received by it from a third party that did not require the Seller to hold it in confidence.
- B. The Seller shall obtain the written agreement, in a form satisfactory to SRR, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Seller's organization directly concerned with the performance of the contract.
- C. The Seller agrees, if requested by the SRR or the Government, to sign an agreement identical, in all material respects, to the provisions of this article, with each company supplying information to the Seller under this Subcontract, and to supply a copy of such agreement to SRR. From time to time upon request of SRR, the Seller shall supply SRR with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Seller received such information.
- D. The Seller agrees that upon request by DOE or SRR, it will execute a DOE-approved agreement, with any party whose facilities or proprietary data it is given access to or is furnished,

restricting the use and disclosure of the data or the information obtained from the facilities. Upon request by DOE or SRR such an agreement shall also be signed by Seller personnel.

14. **COUNTERINTELLIGENCE**

- A. The Seller shall take all reasonable precautions in the work under this Subcontract to protect SRR/DOE 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. The Seller is responsible for compliance with counterintelligence (CI) requirements as detailed in the Contractor Requirements Documents (CRD), DOE Order 475.1. The DOE Office of Counterintelligence, Southeast Region (OCI-SER) is the servicing CI office for the Liquid Waste Contract, Savannah River Site. The Seller will provide OCI-SER personnel direct access to senior management. The Seller will ensure OCI-SER has appropriate access to all records, facilities, operational activities, security information, Information Technology systems, and databases necessary to perform CI official duties. The Seller shall immediately report targeting, suspicious activity and other CI concerns to the OCI-SER and support the conduct of investigations about incidents of CI concern.

15. **RESERVED**

16. **COMPLIANCE WITH EMPLOYEE CONCERNS**

- A. Seller shall ensure Seller and lower tier seller employees are aware of the DOE-SRS and SRR Employee Concerns Programs (ECP) and how to use the program by performing the following:
- (1). Ensure employees are provided with information on the DOE-SRS and SRR ECPs during initial orientation and annual training.
 - (2) Ensure that posters identifying the DOE-SRS and SRR ECP telephone "hotline" numbers are displayed in conspicuous locations throughout the worksite. SRR will provide posters, as necessary.

- (3) Inform employees and Seller employees of the availability of the DOE-SRS 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. Seller must immediately notify the STR or the 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. Seller shall investigate any employee concern referred by the STR and inform the STR of investigation results within 7 days of receipt of concern. Inform the STR in writing 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 the SRR Procurement Representative.

17. NON-PROLIFERATION

If any item(s) provided under this Subcontract are foreign made and will require importation into the United States to fulfill the requirements under this Subcontract, the Seller represents that delivery of such items will not violate any non-proliferation laws, rules or regulations of the country or countries from which the materials are to be exported.

18. SCIENTIFIC AND TECHNICAL INFORMATION

- A. Electronic submissions of technical reports will consist of two virus-free copies that are readable in the following formats:
- (1) Text will be submitted in native software (that is compatible with the suite of document creation software currently used at SRS) (fonts identified) or in RTF (rich text format).
 - (2) Embedded objects and files that are linked to a document must be supplied as well, as follows:
 - (i) Raster images (for example, photographs) will be submitted as TIFF or EPS @ resolution > 100 dpi.
 - (ii) Vector art (for example, line art) will be submitted as EPS images.

- (iii) Data-driven displays (e.g., spreadsheet charts) must be accompanied by data set used to generate them.

19. COPYRIGHTS FOR SRR DIRECTED TECHNICAL PERFORMANCE

Seller shall cause its employee(s) to assign to SRR all rights under the copyright in all works of authorship prepared at the direction of SRR during the term of this Subcontract. Seller shall include terms in its arrangements with its employee(s) to require such assignments to SRR. To the extent that such works of authorship are considered to be works made for hire for Seller, Seller agrees to assign and does hereby assign all of its rights under the copyrights in such works to SRR or the U. S. Government.

20. GENERAL CONDITIONS OF EQUIPMENT RENTAL

A. Rental Payments.

Upon the submission of proper invoices or vouchers, Savannah River Remediation (SRR) shall pay, as full compensation for use of the Equipment, rent at rates set forth in the order to which these General Conditions are attached. Payments will be made at the end of each month or at the end of the rental, whichever occurs first, for rental accrued during the previous rental period.

B. Rental Rates.

- (1) The actual length of the rental period will establish the Base Rental rate (for example, if the Lessor's proposal included a daily, weekly, and monthly rate, and the actual rental period was three days - the daily rate would apply; if the actual rental period was ten days - the weekly rate would apply; and if the actual rental period was 40 days - the monthly rate would apply). The Base Rental Period shall be as in column 1 below. For portions of a rental period beyond one or more full Base Periods, rental shall be calculated by the fractional period multiplied by the Base Rental rate. The Fractional Periods are specified in Column 2 below. Base Rental rates contemplate the following maximum use: Day - 8 hrs. (or as stipulated at time of rental); Week - 40 hrs; and Month - 176 hrs. For each hour that the Equipment is in use in excess of the applicable contemplated operation, there shall be paid as rental a sum equal to the Base Rental rate multiplied by the overtime rate in Column 3 below.
- (2) Should the total rental calculated on the applicable Base Rental rate, exclusive of

overtime, exceed the proposed rate for the next longer rental term the lesser rental shall be paid.

	Column 1	Column 2	Column 3
<u>Rental Term</u>	<u>Base Rent Period</u>	<u>Fractional Period</u>	<u>Overtime Rate</u>
Mnthly	1 cal mth	.0455xmnthy = rt/day	.0057x mnthy = rt/hr
Wkly	7 cons dys	.20 x wkly = rt/day	.025 x wkly = rt/hr
Daily	24 cons hrs	.125 x dly = rt/hr	.125 x dly = rt/hr
Hourly	1 oper hr	1 hour	1 hour

C. Condition of Equipment

- (1) When delivered to job site, the Equipment shall be in condition to render efficient, economical, and continuous service and its condition shall comply fully with all applicable Federal and State statutes and any regulations issued thereunder. Each item of Equipment shall be inspected, tested, and inventoried by Lessor (which can be Seller) and SRR at job site upon arrival and immediately prior to return shipment. A joint written report shall be made and copies filed with each of the parties. Lessor shall accept SRR's report in the event the Lessor fails to participate in such inspections. Such inspections and reports shall fix and determine the rights and obligations of the parties with reference to the condition of the Equipment.
- (2) If SRR determines that any equipment furnished does not comply with Subcontract, SRR shall promptly inform the Lessor in writing. If the Lessor fails to replace the equipment or correct the defects as required by SRR, SRR may
 - (i) By contract or otherwise, correct the defect or arrange for the lease of similar equipment and shall charge or set off against the Lessor any excess costs occasioned thereby, or
 - (ii) Terminate the Subcontract under the Termination for Cause article of this Subcontract.
- (3) SRR shall make repairs or, at its option, shall reimburse Lessor for repairs due to damage caused by exceeding manufacturer's rated capacities. All other repairs attributable to equipment failure shall be Lessor's responsibility. Should Equipment become inoperative because of necessary

repairs which are the Lessor's responsibility, rental period will discontinue upon SRR's notification to the Lessor of such conditions, and rental period will resume only when Equipment is placed in a condition as required under this Section 3. SRR will notify Lessor prior to making repairs for the account of the Lessor. Unless otherwise specified in the Subcontract, SRR will furnish all fuel and lubricants and all operators and mechanics for necessary operation, use, and servicing of the Equipment.

- (4) Equipment, when returned to Lessor, shall be in as good condition as when delivered at job site, usual and ordinary wear and tear excepted.

D. Rental Period

- (1) The period for which rental is payable for an item of Equipment shall begin on the date Equipment is delivered to the job site, except that if SRR gives a definite required delivery date to the Lessor prior to shipment, the Rental Period shall not start until such date. However, rent shall accrue only for the period that the equipment is in the possession of SRR. The Rental Period shall end when the equipment is delivered for shipment to the point of origin or such other return point as may be designated by Lessor, such delivery to be evidenced by a Bill of Lading or other similar evidence covering shipment. If Lessor fails to notify SRR of destination prior to time Equipment is ready for return shipment, no rental time shall accrue until such notification is given SRR and Equipment is loaded for Shipment.
- (2) If Equipment is not in required condition, as determined by SRR, when it arrives at the job site, the Rental Period shall not begin until it shall, at the expense of Lessor, have been placed in proper condition.
- (3) If the inspection report made immediately prior to return shipment establishes that the Equipment is not in condition required of SRR under the fourth paragraph of Section C of these conditions, SRR shall do all things necessary to place it in such condition and the Rental Period shall not terminate prior to placing the Equipment in such condition.
- (4) Unless otherwise stated in the Subcontract, SRR makes no representation or guarantee as to the length of the Rental Period or the amount of rental, which will accrue, for any Equipment, it being the intent that the

Equipment may be rented for as long as SRR requires. The rental of any Equipment which does not perform to SRR's satisfaction may be terminated upon notice by SRR to Lessor.

E. Transportation Costs

If so stated in the Subcontract, transportation will be paid by SRR F.O.B. original point of shipment and return transportation F.O.B. to original point of shipment or equivalent mileage. Transportation of Equipment shall be accomplished by the most economical means and there shall be paid the actual cost of such transportation. No transportation charges will be paid by SRR for any Equipment which SRR determines is not in the condition required by Section C.

F. Loading, Unloading & Transport of Self-Propelled Medium or Heavy Construction Equipment.

Lessor shall ensure that any activity involving the loading, unloading, and transport of self-propelled medium or heavy construction equipment on the Savannah River Site (i.e., upon delivery and pickup by the Lessor) is performed in a manner that provides for the safety of all personnel involved in the process. Prior to performing any such activities the Lessor shall read and complete the SRR "Self Propelled Equipment Loading, Unloading and Transport Safety Review Checklist", and provide a copy to the SRR Portable Equipment Commodity Management Center (PECMC) representative on delivery of the equipment to SRS and also before equipment is loaded for return to the Lessor. A Copy of the checklist can be found on the SRS Home Page or can be provided by the SRR Procurement Representative on request.

G. Liability Provisions

By acceptance of the Subcontract to which these Conditions apply, Lessor agrees that

- (1) Lessor assumes and hereby relieves SRR of any and all liability for any loss or damage to the Equipment rented to SRR occurring during the period from the date of shipment to SRR to the date of return to Lessor as the result of any cause other than the sole fault or negligence of SRR;
- (2) SRR's liability under this provision shall be limited to the fair market value of the Equipment taking into consideration its age and condition immediately prior to said loss or damage.

H. Recapture Provisions

(Note: Optional and in effect only if so stated in the terms and conditions of the Subcontract.)

- (1) If this provision is applicable,
 - (i) a recapture valuation mutually agreeable to SRR and Lessor shall be established and stated in the Subcontract
 - (ii) Lessor certifies that there are no encumbrances of any nature, legal or equitable, held by any person against the Equipment rented hereunder, unless so stated in the Subcontract.
- (2) At any time during or at the end of the rental period of the Equipment, SRR may purchase the Equipment by paying to Lessor the difference between such valuation and total rental paid, plus a charge to cover interest at a rate specified in this Subcontract for the unpaid balance of the equipment valuation for each month or fraction thereof that such Equipment has been under rental to SRR. Title to such Equipment shall then vest in SRR and Lessor shall deliver to SRR such instruments of title as SRR may require, free of any and all liens and encumbrances.

I. Equipment Operated and Maintained.

The following provisions shall be applicable if Equipment is rented on the basis of operation and maintenance by the Lessor:

- (1) All rental rates stipulated in this Subcontract include all charges for operation and maintenance of the Equipment by Lessor.
- (2) Lessor has qualified or will promptly qualify and will make all payments under the terms of the unemployment compensation laws of the state in which the Equipment will be operated. In addition, Lessor will, at Lessor's expense, carry insurance in minimum limits as specified in the Article titled "Work on SRR, Government or other Premises", included in these Terms and Conditions.
- (3) Lessor shall obtain SRR's prior approval before employing any Sellers. Each Seller must also carry insurance as specified in subparagraph (2), supra. Lessor shall carry Contractor's Protective Public Liability, Bodily Injury, and Protective Property Damage insurance of the same minimum limits.
- (4) Lessor shall be responsible for all persons engaged to operate or maintain the Equipment or to perform any other work Lessor is obligated to perform under this

Subcontract. None of said persons shall constitute employees of SRR.

- (5) In the operation of the Equipment, Lessor shall comply with all Federal, State, and local regulations and with all safety regulations in effect on the SRR site. In addition, Lessor shall
 - (i) Comply with recognized safety practices for the type of work being performed including the furnishing of necessary safety equipment
 - (ii) Conduct and protect operations in such a manner as to avoid exposing others to injury.
- (6) Lessor shall ensure that all equipment operators have appropriate qualifications and experience for operating the specified equipment, to include any applicable State, Federal or local licenses or certifications.

J. Notices.

Any notice to be given hereunder shall be mailed to the party to be notified, at the address set forth in the Subcontract, by registered mail, and shall be deemed given when so mailed.

21. PERFORMANCE-BASED MILESTONE PAYMENTS

A. Amount of payments and limitations on payments.

Subject to such other limitations and conditions as are specified in this Subcontract and this article, the amount of payments and limitations on payments shall be specified in the Subcontract's description of the basis for payment.

B. Seller request for performance-based payment.

The Seller may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to SRR. Unless otherwise authorized by the SRR, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Seller's request shall contain the information and certification detailed in paragraphs (L) and (M) of this article.

C. Approval and payment of requests.

- (1) The Seller shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The SRR Procurement Representative shall determine whether the event or performance criterion for which payment is requested has been successfully

accomplished in accordance with the terms of the Subcontract. SRR may, at any time, require the Seller to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

- (2) The approval by SRR of a request for performance-based payment does not constitute an acceptance by SRR and does not excuse the Seller from performance of obligations under this Subcontract.

D. Liquidation of performance-based payments.

- (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole subcontract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

- (2) If at any time the amount of payments under this Subcontract exceeds any limitation in this Subcontract, the Seller shall repay to SRR the excess. Unless otherwise determined by SRR, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

E. Reduction or suspension of performance-based payments.

SRR may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the Subcontract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

- (1) The Seller failed to comply with any material requirement of this Subcontract (which includes paragraphs (H) and (I) of this clause).
- (2) Performance of this contract is endangered by the Seller's—
 - (i) Failure to make progress; or
 - (ii) Unsatisfactory financial condition.
- (3) The Seller is delinquent in payment of any lower tier Seller or Seller under this

Subcontract in the ordinary course of business.

F. Title.

- (1) Title to the property described in this paragraph (F) shall vest in the Government. Investiture shall be immediately upon the date of the first performance-based payment under this Subcontract, for property acquired or produced before that date. Otherwise, investiture shall occur when the property is or should have been allocable or properly chargeable to this Subcontract.
- (2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Seller that are or should be allocable or properly chargeable to this Subcontract under sound and generally accepted accounting principles and practices:
 - (i) Parts, materials, inventories, and work in process;
 - (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this Subcontract;
 - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (F)(2)(ii) of this clause; and
 - (iv) Drawings and technical data, to the extent the Seller or Sellers are required to deliver them to SRR by other articles of this Subcontract.
- (3) Although title to property is in the Government under this article, other applicable articles of this Subcontract (e.g., the termination or special tooling articles) shall determine the handling and disposition of the property.
- (4) The Seller may sell any scrap resulting from production under this Subcontract, without requesting SRR's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to SRR.
- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Seller must obtain SRR's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related

shall be deemed to be not in compliance with the terms of the Subcontract and not payable (if the property is part of or needed for performance), and the Seller shall refund the related performance-based payments in accordance with paragraph (D) of this clause.

- (6) When the Seller completes all of the obligations under this Subcontract, including liquidation of all performance-based payments, title shall vest in the Seller for all property (or the proceeds thereof) not—
 - (i) Delivered to, and accepted by, SRR under this Subcontract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, SRR under this Subcontract and to which title is vested in the Government under this article.
 - (7) The terms of this Subcontract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this article.
- G. Risk of loss.
Before delivery to and acceptance by SRR, the Seller shall bear the risk of loss for property, the title to which vests in the Government under this article, except to the extent SRR expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the Subcontract and not payable (if the property is part of or needed for performance), and the Seller shall refund the related performance-based payments in accordance with paragraph (D) of this article.
- H. Records and controls.
The Seller shall maintain records and controls adequate for administration of this article. The Seller shall have no entitlement to performance-based payments during any time the Seller's records or controls are determined by SRR to be inadequate for administration of this article.
- I. Reports and SRR access.
The Seller shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by SRR for the administration of this article and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Seller shall give SRR reasonable opportunity to examine and verify the Seller's records and to examine and verify the Seller's performance of this Subcontract for administration of this article.

J. Special terms regarding default.
If this Subcontract is terminated under the Termination for Cause article,

- (1) The Seller shall, on demand, repay to SRR the amount of unliquidated performance-based payments, and
- (2) Title shall vest in the Seller, on full liquidation of all performance-based payments, for all property for which SRR elects not to require delivery under the Termination for Cause article of this Subcontract. SRR shall be liable for no payment except as provided by the Termination for Cause article.

K. Reservation of rights.

- (1) No payment or vesting of title under this clause shall—
 - (i) Excuse the Seller from performance of obligations under this Subcontract; or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the Subcontract.
- (2) SRR's rights and remedies under this article—
 - (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this Subcontract; and
 - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this article or the exercise of any other right, power, or privilege of SRR.

L. Content of Seller's request for performance-based payment.

The Seller's request for performance-based payment shall contain the following:

- (1) The name and address of the Seller;
- (2) The date of the request for performance-based payment;
- (3) The Subcontract number and/or other identifier of the Subcontract under which the request is made;
- (4) Such information and documentation as is required by the Subcontract's description of the basis for payment; and
- (5) A certification by a Seller official authorized to bind the Seller, as specified in paragraph (M) of this clause.

M. Content of Seller's certification.

As required in paragraph (L)(5) of this article, the Seller shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Seller, in accordance with the Subcontract and the instructions of SRR;
- (2) (Except as reported in writing on _____), all payments to lower tier Sellers and Sellers under this Subcontract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the Subcontract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Seller since the submission by the Seller to SRR of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the Subcontract, and the amount of all payments under the Subcontract will not exceed any limitation in the Subcontract.

22. SERVICE CONTRACT ACT OF 1965 AS AMENDED (NOV 2007)

Incorporated by Reference FAR 52.222-41

23. RESERVED

24. STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

Incorporated by Reference FAR 52.222-42

25. FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)

Incorporated by Reference FAR 52.222-43

26. FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (FEB2002)

Incorporated by Reference FAR 52.222-44

27. **GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)**
Incorporated by Reference FAR 52.245-19,
28. **UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**
Incorporated by Reference FAR 52.219-8
29. **SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006)**
Incorporated by Reference FAR 52.219-9
30. **RIGHTS IN DATA – GENERAL (JUN 1987)**
Incorporated by Reference FAR 52.227-14 as modified pursuant to DEAR 927.409(a)(1)
31. **CLASSIFICATION/DECLASSIFICATION (SEP 1997)**
Incorporated by Reference DEAR 952.204-70
32. **FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (APR 1984)**
Incorporated by Reference FAR 52.227-10
33. **FOREIGN TRAVEL (DEC 2000)**
Incorporated by Reference DEAR 952.247-70
34. **REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002)**
F Incorporated by Reference FAR 52.208-8
35. **GOVERNMENT PROPERTY (JUN 2007)**
Incorporated by Reference FAR 52.245-1
36. **EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**
Incorporated by Reference FAR 52.222-54

THE FOLLOWING ARTICLE APPLIES IF THE ORDER INVOLVES THE PROCUREMENT OF PERSONAL COMPUTERS

37. **IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)**
Incorporated by Reference FAR 52.223-16

THE FOLLOWING ARTICLES APPLY IF PRICE OF THE ORDER EXCEEDS THE SIMPLIFIED ACQUISITION THRESHOLD (CURRENTLY \$150,000).

38. **SUSTAINABLE ACQUISITION PROGRAM (OCT 2010)**
Incorporated by Reference DEAR 952.223-78
39. **AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JUL 2012)**
Incorporated by Reference FAR 52.223-2
40. **ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)**
Incorporated by Reference FAR 52.223-15
41. **AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)**
Incorporated by Reference FAR 52.223-17

Attachment 4

“Statement of Work” Clauses

Statement of Work Clauses
TANK CLOSURE CESIUM REMOVAL

The Articles contained in this document MSR 000049080M, dated, 08/11/2015, apply to the work being performed under resulting Order/Subcontract, and are incorporated therein with the same force and effect as other provisions of the Order/Subcontract.

Functional Area - EMERGENCY MANAGEMENT

A. RESPONSE TO ANNOUNCEMENTS AND ALARMS

Suppliers, unless specifically exempted, shall respond appropriately to all emergency or exercise public address announcements or alarms. (JAN05)

Functional Area - SAFEGUARDS AND SECURITY

B. SECURITY REQUIREMENTS FOR ITEMS

Prohibited Articles at SRS General Site and Property Protection Areas

The following are considered prohibited and controlled articles and are prohibited at SRS and its facilities unless in the possession of a person with a valid pass:

1. Weapons (cross-bows, bows and arrows, martial arts weapons)
2. Firearms
3. Simulated firearms (Exception: obvious children toys)
4. Ammunitions (Exception: empty or fired cases)
5. Incendiaries, explosive materials, and related devices (Exception: highway safety flares if properly stored in the vehicle)
6. Alcoholic beverages
7. Non-prescription narcotics, illegal drugs, controlled substances and drug paraphernalia or articles used in the sale, manufacture, delivery, or possession of illegal drugs (These articles include hypodermic needles and syringes, roach clips, spoons, vials and pipes designed to smoke hashish or marijuana.)
8. Tear gas, chemical mace, and devices containing chemical agents, chloracetophenone [cn],
9. Orthochlorbenzalomalononitrile [cs] or other chemical irritants (Exception: Small containers of mace carried for personal protection are not prohibited at the SRS.)
10. Stun guns (small device that generates an electric shock)
11. Other items prohibited by law

C. Controlled ARTICLES IN SECURITY AREAS (Limited Areas and Higher)

The following is a partial list of equipment. If the device does not appear on this or the rest of the above matrix, Technical Security Counter Measures (TSCM) is to be contacted through the STR or Procurement Representative. These articles are prohibited from security areas unless in the possession of a person with a valid prohibited and controlled articles pass:

1. Electronic copying or recording devices (e.g., tape recorders, video recorders, tapes, digital cameras) NOTE: An exception is Government furnished answering machines that are not capable of recording without being connected to a telephone.
2. Electronic equipment with a data exchange port capable of being connected to automated information system equipment (e.g., copy machines, calculators, watches, digital cameras, video cameras and microphones (standalone or integrated)).
3. Cameras and undeveloped film including disposable cameras with built in film (The camera must have a property management tag or label that identifies it as property of the U.S. Government, DOE-SR.)
4. Knives with blades in excess of three inches in length (excluding eating utensils and knives not required in the performance of duty)
5. Non-government pager with transmitting capabilities.
6. Cellular telephones and radio frequency transmitting equipment, e.g., cellular telephones, and other wireless transmitting communications systems (except cordless telephones which are prohibited in all areas unless DOE owned and approved by

Statement of Work Clauses

Technical Security), transmitting pagers, radios, wireless microphones, Geo Positioning Systems (e.g. GPS, ALS). Two-way radios (including Citizen Band [CB]) and cellular telephones unless permanently mounted in a vehicle that is authorized to enter on official business (Radios identified as government property or installed in a vehicle authorized to enter a security area on official business are exempt from this policy.) Unmodified vehicle electronics are excluded (e.g., car alarms, key transmitters).

7. Non-government owned computers and associated media (without a CPC-17), e.g., Computers, personal data assistants (PDA) [Employee owned PDAs are prohibited in all but General Site areas], protocol analyzers [Controlled hardware/software is prohibited on site without authorization from Computer Security], information storage media and processing equipment, etc. Unmodified built-in vehicle electronics are excluded (e.g. car computers).

8. Other items prohibited by law.

D. PERSONALLY OWNED ELECTRONIC EQUIPMENT

Personally owned electronic equipment is also subject to control. A sticker, tag or other identifier will be placed on personally owned electronic equipment. By bringing personally owned electronic equipment onto SRS property, the user recognizes they are giving tacit and implicit permission to have said identifying marks and tags placed or made on their personal property.

1. Receive-only (non-transmitting) pagers
2. Medically necessary electronic devices under medical authority (e.g., pacemakers, hearing aids, monitoring equipment)
3. Receive-only (non-transmitting) devices under law enforcement authority
4. Televisions and radios
5. Wrist watches with minimal data input and storage capability
6. Portable assistants with minimal data input and storage capability (e.g. Franklin Dictionaries, thesaurus, phone number keepers)
7. Calculators which have alpha-numeric capabilities

E. ITEMS NOT REQUIRING A PROHIBITED AND CONTROLLED ARTICLES PASS IN SECURITY AREAS

1. DOE-owned computers and associated hardware, computer tapes and computer disks, video and audio tapes that are pre-programmed and used for training or informational updates
2. Narcotics in the possession of site medical personnel or legally prescribed drugs in the possession of the person for whom they are prescribed, and hypodermic needles or syringes used for legitimate medical purposes such as insulin injections for person for whom they are prescribed
3. Stud guns, explosive tools, or ammunition for either item provided the operator carries a qualification card in lieu of a prohibited and controlled articles pass
4. Items identified as government property by accountability number that remain within a security area while not in use
5. Properly used and stored highway safety flares.

F. REQUEST FOR PROHIBITED AND CONTROLLED ARTICLES PASS

All requests for prohibited and controlled articles passes must be submitted through the SRS STR or Procurement Representative at least three days prior to actual need on Form OSR-10-209, "Request for SRS Prohibited and Controlled Articles Pass". Users may be required to demonstrate capabilities and/or to verify information listed. Prohibited and controlled articles passes may not be used by anyone other than the person whose name appears on the pass. Government property covered by a prohibited and controlled articles pass to be transported offsite must have a property pass acquired through the STR. Only Q or L cleared individuals may be authorized to possess prohibited and controlled articles in security areas. Uncleared persons may be authorized to possess prohibited and controlled articles on the General Site. Expired passes should be returned to the STR. Unexpired passes of individuals who terminate or transfer will be collected by the STR.

G. GIFTS

Wrapped gifts are not permitted beyond security checkpoints where prohibited and controlled articles searches are conducted. Gifts should be left unwrapped for inspection and wrapped after they have been introduced into the security area. Gifts must be unwrapped before leaving a security area.

H. GENERAL RESPONSIBILITIES AND DISCIPLINARY ACTION

Statement of Work Clauses

It is the Supplier's responsibility to recognize that their actions have a direct impact on the security at SRS and that maintaining security is a requirement of employment. Passive devices must be recognized and controlled accordingly. All approvals for the use of Supplier owned equipment must be based on documented, specific business needs. Failure to comply with these requirements can lead to non-refundable confiscation of the subject material or equipment. In addition, the following actions will be taken for employees who bring cellular telephones or other prohibited electronic equipment into Limited Areas or higher (including Limited Area Pockets) without a valid Prohibited and Controlled Articles (PACA) Pass.

Level 1 (First Offense) Cell phone or other electronic equipment will be confiscated, security badge will be pulled and Supplier employee will not be allowed to work on-site for a period of five (5) working days.

Level 2 (Second Offense) Cell phone or other electronic equipment will be confiscated, security badge will be pulled and Supplier employee will not be allowed to work on-site for a period of ten (10) working days.

Level 3 (Third Offense) Supplier employee's security badge will be revoked indefinitely.

The above disciplinary actions will be applied for a 12-month rolling period. Any existing violations within the previous 12 months will be used in determining the level of disciplinary action. For example, if one of your employees incurs a violation on May 1, 2006 and our records show that another violation by this same individual occurred on May 2, 2005 (within the previous 12 months), disciplinary action prescribed above for a Level 2 offense will be applied. If our records show that no other violations occurred in the previous 12 months for this individual, disciplinary action prescribed for a Level 1 offense will be applied. (JUN06)

Functional Area - SAFEGUARDS AND SECURITY

I. TECHNICAL SECURITY & TELEPHONES

1. Supplier Management Responsibilities

Supplier Management is responsible for:

- i. Ensuring that employees are aware of their responsibility to report technical security incidents.
- ii. Ensuring employee compliance with Telecommunications Security and Technical Security Counter Measures (TSCM) security requirements.

2. Acts if Technical Surveillance is Encountered

Any individual who believes that a technical surveillance device is in use should immediately take the following steps:

- i. Cease all classified or sensitive activities in a calm and discreet manner
- ii. Have a trusted person maintain continuous surveillance of the device and do not allow anyone to touch the device.
- iii. Proceed to an area away from the device where there is a telephone, preferably a STU-III.
- iv. Notify Technical Security during normal hours or the SRS Emergency Operations Center at 725-1911 during off shifts
- v. Please do not state over the telephone that you have a suspected surveillance device!
- vi. Only state that you need to talk to a Technical Security representative in person.
- vii. Limit discussions to personnel with a strict need to know.
- viii. Do not discuss the situation in the vicinity of the device.
- ix. DO NOT TOUCH THE DEVICE
- x. Maintain a list of persons having knowledge of the device.
- xi. Follow Technical Security's instructions.

3. Suppliers Telephone Requirements

Suppliers may not add, move, modify or replace telephones or associate equipment without specific authorization granted

Statement of Work Clauses

through the SRS Procurement Representative or STR. In a Limited Area, if a speakerphone is essential for operations, operational security measures must be taken to ensure the conversations cannot be overheard from adjacent areas by uncleared or undercleared individuals. Installation of speakerphones in areas where sensitive discussions may occur is discouraged. In a Limited Area, installation of telephone answering devices is not authorized unless specifically approved. A mission essential justification must be submitted through the SRS Procurement Representative or STR. (Voice mail provided through the telephone switch is exempt from this requirement) The answering device must undergo a TSCM Inspection before being introduced. (JAN05)

Functional Area - SAFEGUARDS AND SECURITY

J. UNAUTHORIZED ACCESS TO INFORMATION

Any Supplier who gains access [sees, hears, discovers] to Sensitive Unclassified information or Classified matter to which he/she has not been given access must immediately report this situation to the STR. Failure to comply may lead to denial of continued access to SRS. (JAN05)

Functional Area - SAFEGUARDS AND SECURITY

A. BADGING REQUIREMENTS

Supplier [and sub-tier] employees must be issued an uncleared (gray) security photobadge in order to have unescorted access to the general site and property protection areas at SRS. Uncleared individuals who require access to a limited or higher security area must be accompanied by an appropriately cleared escort at all times.

New Supplier's employees, to be on-site for more than 10 days, will be issued a photobadge once they have completed General Employee Training (GET). Supplier badges shall be issued for up to one year and shall include an expiration date located on the bottom portion of the badge. The badge shall expire at the end of the contract or one year from the date of the employee's GET training, whichever comes first. Individuals who do not exchange expired photobadges within 21 days after the badge expires shall be required to complete substance abuse testing prior to being reissued a security badge.

Individuals are responsible for the proper care and display of the security identification badge. The security badge must be worn in plain view in the chest area while onsite and within SRS support facilities. Security photobadges should never be worn offsite, however they may be used as a form of identification when traveling on official government business. (JAN05)

The Site Requirements for Services Subcontract Scopes (SR3S) application has been utilized with scope of work (SOW) number/designator MSR 000049080M, and applicable clauses, if any, are provided above.

Attachment 5

SRR Packaging, Shipping and Receiving Instructions

**PACKAGING, SHIPPING, AND
 RECEIVING INSTRUCTIONS UNDER
 U. S. DEPARTMENT OF ENERGY PRIME
 CONTRACT NO. DE-AC09-09SR22505
 SAVANNAH RIVER REMEDIATION LLC
 SAVANNAH RIVER SITE
 AIKEN, SC 29808**

**THE FOLLOWING REQUIREMENTS
 APPLY TO ALL SAVANNAH RIVER
 REMEDIATION LLC (SRR) PURCHASE
 ORDERS IN WHICH DELIVERY TO THE
 SAVANNAH RIVER SITE BY A VENDOR,
 SUPPLIER, OR SUBCONTRACTOR OR
 ITS AGENTS OR THIRD-PARTY
 CARRIER IS PART OF THE
 SUBCONTRACT WORK SCOPE. READ
 AND IMPLEMENT THESE
 INSTRUCTIONS BEFORE SHIPMENT.
 FAILURE TO DO SO MAY RESULT IN
 PAYMENT DELAYS OR RETURN OF
 MATERIAL OR SUPPLIES.**

*Change Bar indicates new article, a change
 in application, or that text of Article has
 changed.*

TABLE OF CONTENTS

<u>Article</u>	<u>Page No.</u>
1. Identification Requirements	1
2. Receiving Instructions	1
3. Traceability.....	2
4. Packaging Instructions	2
5. Shelf Life.....	2
6. Purchase Order Description and Item(s) Shipped	2
7. Security & Access Requirements.....	2
8. Special Instructions Applicable to Delivery of Self-Propelled Medium or Heavy Construction Equipment	3
9. Delivery of Bulk Materials (Safety Requirements).....	3
1. <u>Identification Requirements</u>	
A. Seller must clearly show the <u>Purchase Order/Subcontract number and Item</u>	

- number(s) on the outside of every box
or container.
- B. A packing list identifying each item in the box must be accessible on the outside of packages.
 - C. Packing lists must describe quantities and material exactly as they are described on the Purchase Order/Subcontract. (i.e., do not describe the material using a part number or other descriptor when the Purchase Order/Subcontract describes the material by description.) The part number on the packing list must match the part number on the Purchase Order or Subcontract and the material in the box. Also, list the same number of units on the packing slip as are listed on the Purchase Order/Subcontract.
 - D. Packing lists must include Purchase Order/Subcontract number and Item number(s).
 - E. Seller must not over ship. Overages will be returned at Seller's expense.
 - F. Packing lists must not include multiple Purchase Order numbers for material shipped.
 - G. Seller must package and group together materials with the same Purchase Order/Subcontract number.
- 2. Receiving Instructions**
- A. Normal receiving hours are Monday through Thursday, 9AM-3PM Eastern time. Trucks arriving after 3PM will be turned away unless prior arrangements have been made.
 - B. Safety and production related materials may require receipt inspection as specified in the Purchase Order/Subcontract.
 - C. Documentation submittals as specified in the Purchase Order/Subcontract must be included with the respective material shipment.
 - D. Failure to pass receipt inspection may result in material being returned to Seller.
 - E. Unless stated differently in the Purchase Order/Subcontract, the SRR Receiving address is:
 U.S. Department of Energy (DOE)
 c/o Savannah River Remediation LLC
 Building 731-1N
 Attn: Purchase Order/Subcontract no.
 Aiken, South Carolina 29808

3. Traceability

Certain items may require certifications necessary to satisfy traceability requirements as stated in the Purchase Order. Failure to supply the required certifications may result in material being returned to the Seller.

4. Packaging Instructions

(The following instructions apply in addition to special packaging instructions included in the Purchase Order.)

- A. Items should be packaged in sturdy containers to prevent damage during shipment, and to withstand multiple handling.
- B. Seller shall limit the amount of packaging materials needed for reasonable protection of items during shipment. Seller shall utilize environmentally favorable (i.e., biodegradable, recyclable, etc.) materials whenever and wherever practical.
- C. Items, which can be palletized, should be shipped on sturdy 4' x 4' wooden pallets. Pallets must include at least 3 wooden 2" x 4" support runners. Material must not be stacked over 48" high.

5. Shelf Life

If shelf life is a performance criterion for any specific item, the Seller must provide documentation of compliance with the shelf life requirement in the Purchase Order.

6. Purchase Order Description and Item(s) Shipped

Seller is cautioned that the item(s) shipped must conform exactly to the description contained in the Purchase Order. Seller will be responsible to correct any discrepancy between the item description as identified on the Purchase Order and the actual item shipped, to include the shipment of items with revised part numbers or items shipped as substitutes.

7. Security & Access Requirements

- A. All delivery personnel must be United States Citizens to gain access to the Savannah River Site. Delays and/or costs associated with the use of non-U.S. Citizen drivers will be born by the Seller.

- B. All delivery vehicles shall access SRS at the Aiken Barricade located on South Carolina State Highway 19, located approximately one mile south of SC Highway 278, or the Jackson Barricade located on South Carolina Highway 125. Sellers are cautioned that delivery vehicles must be at the Aiken or Jackson Barricade for site access during the hours stated in Article 7.C unless prior arrangements have been made. Allowance must be made for badging of unbadged drivers as set forth in paragraph D.
- C. Vendors are prohibited from entering the site's New Ellenton Barricade from 4:30AM-7AM and the Jackson Barricade from 4:30AM-8AM to allow employee entrance to SRS.
- D. Unbadged delivery personnel. Unbadged drivers shall report to the SRS Badging Office located in Building 703-46A at SRS Road 1, approximately two miles east of SC Highway 125 in Jackson, SC to obtain a temporary (Visitor) badge (Ref. General Provisions/Terms and Conditions article titled "Badging Requirements"). What follows are the events and point of entry (POE) process that apply for access onto SRS property:
 - Bill of Lading (include Purchase Order/Subcontract number) shall be validated by SRS Representative at the Badging Office.
 - SRS Representative provides "Visitor/Vendor Safety Briefing".
 - SRS issues temporary (Maroon) badge.
 - After obtaining temporary badge, driver can proceed to the Aiken or Jackson Barricade for site access.
 - Wackenhut Services International (WSI) perimeter guard performs security inspection. Delivery personnel must have in their possession a valid driver's license, proof of vehicle insurance and proof of vehicle registration. Drivers also must have access to all compartments of the delivery vehicle and allow security personnel to search the vehicle.
 - WSI calls for Area Escort (SRR Assigned Competent Person or

“ACP”), or provides escort to the delivery location.

- ACP briefs driver on any applicable focused observation checklist(s) and obtains signature.
- After delivery is completed, ACP will escort Seller back to Aiken or Jackson Barricade.

E. Photo badged delivery personnel. What follows are the events that will occur if delivery personnel have a current SRS photo badge:

- Delivery vehicles can go directly to the Aiken or Jackson Barricade for site access.
- Delivery personnel must have in their possession a valid driver’s license, proof of vehicle insurance and proof of vehicle registration. Drivers also must have access to all compartments of the delivery vehicle and allow security personnel to search the vehicle. After clearance by WSI, driver can proceed directly to delivery location. If escort is required, WSI calls for SRR Area Escort (ACP), or provides escort to the delivery location.

8. Special Instructions Applicable to Delivery of Self-Propelled Medium or Heavy Construction Equipment

Prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy construction equipment on SRS property, Seller shall read and complete the “Self-Propelled Equipment Loading, Unloading, and Transport Safety Review Checklist”, and provide a copy of the completed checklist to the SRR buyer and Subcontract Technical Representative (STR) upon delivery of the equipment to SRS. A copy of the checklist can be found on the SRS Internet Home Page at the following Internet address: <http://www.srs.gov/general/busiops/SRR-Procurement/index.htm>, or a copy can be provided by the buyer on request.

9. Delivery of Bulk Materials (Safety Requirements)

A. Sellers making material deliveries using their own vehicles/trucks to areas on site other than Building 731-1N, that involve the performance of manual work by the Seller’s delivery personnel,

shall submit to the SRR’s Buyer their latest revisions of the Seller’s WPP (Worker Protection Plan) that states applicability to the current subcontract, and a Certificate of Insurance, which also includes an Endorsement Page naming SRR and DOE as additional insureds. At a minimum the seller shall address in their WPP or on their Letterhead the following safety elements listed below. The Safety documents submitted by the Seller shall be reviewed and accepted by SRR’s Health and Safety Programs before deliveries can be made to SRS. In addition, the Certificate of Insurance and the Endorsement page shall be on file before deliveries can be made to

B. Safety Elements

- Fall protection, prevention and precautions while climbing and working from a ladder or on elevated surfaces.
- Proper lifting techniques that address how to lift safely to avoid injuries.
- Heat stress training that addresses signs/symptoms and prevention.
- Incident/injury protocol that addresses accident reporting to the SRR STR, preserving the scene, follow-up, and medical treatment, when appropriate, and participating in the investigation when requested.
- Authority for driver/employees to call a “Time Out - Stop Work” when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel or cause damage to SRS property.
- Hazard Communications Program to include Material Safety Data Sheets (MSDS) on each chemical, methods and training used to inform employees of the hazards and the precautionary methods.
- Motor vehicle/related equipment (e.g., forklift) safety to include vehicle maintenance, before use inspections, safe operation and the use of safety devices such as mirrors, flagman and signals.
- Focused Observation Safety Checklists: Identify, complete, sign and submit Focus Observation Checklist(s) applicable to the task/work that will be performed during the unloading

operations. Focused Observation Checklists are available for review by downloading from the SRS Internet Homepage at the following Internet address:

<http://www.srs.gov/general/busiops/SRR-Procurement/index.htm>

- Statement of Injuries/Incidents:- Include a summary of all injuries/incidents involving similar delivery tasks over the last three years to include brief description and corrective action plan to prevent reoccurrence.
- Point of Contact: Include a name of a point of contact (POC) - An individual that will be responsible for addressing injuries/incidents or safety issues that may arise.
- Acknowledgement that all drivers have been informed of the safety requirements, which must include expectations and controls to ensure compliance when working at SRS.
- Unloading procedures that address specific precautions and personal protective equipment to include eye, foot, head, hand, face and hearing protection.
- Fitness for Duty that addresses drivers' health, substance abuse, and abilities to perform assigned tasks free of impairments.

BC. Third Party Carrier. Defined as a vehicle not owned by the Seller when transport is subcontracted by the Seller to another entity for the delivery of the Seller's product. If the Seller intends to utilize a third party carrier for the delivery of their material to SRS, to a location other than Building 731-IN and the delivery has been deemed manual by SRS safety, the Seller shall certify the following in correspondence on their letterhead:

We (the Seller) understand that driver safety, employee safety and the use of safe equipment remains top priority at the Savannah River Site (SRS). As such, any carrier(s) that the Seller uses must share the same management values by maintaining at a minimum, a safety rating of

"Satisfactory". We have reviewed (...insert the carrier's name) safety rating from the Federal Motor Carrier Safety Administration (FMCSA) and Safety and Fitness Electronic Records (SAFER) located at the following Internet address: <http://www.safer.org/Company> Snapshot.aspx. The carrier has a Safety Rating of

- If the Seller's third party carrier is not listed in the internet system identified in the previous paragraph or has no rating identified, the Seller shall confirm that this third party carrier has not had a noncompliance cited by the DOT/FMCSA or a driver injured during delivery operations in the past three years. This action shall be denoted on the Seller's letterhead and sent to SRS for review and acceptance before delivery can be initiated.
- Seller shall attach a copy of the third party carrier's unloading plan/procedure that identifies the hazards, precautions and required personal protective equipment. This document shall be reviewed and accepted by SRS's Health and Safety Program's representative before delivery can be authorized.
- It shall be the Seller's responsibility to have informed the third party carrier(s) of the associated hazards involving the materials that the carrier is delivering to SRS. The Seller has the responsibility to inform the carrier of the Seller's WPP and/or SRS's requirements as defined in Article 9.A. of this document. The driver of the third party carrier shall instruct the STR of any potential hazards to site personnel near or in close proximity involving their loading/unloading activities before work begins and the driver shall ensure appropriate controls and safeguards (within the driver's control) will be implemented to reduce the potential for injury. D. Whenever a significant change or addition is made to the WPP, it shall be re-submitted to SRR for review and acceptance. Examples of significant changes include any requirement deletions, additional scope added, total

re-write or major revision. Additionally, the Seller must submit annually to SRR buyer either an updated WPP for acceptance by SRR's Health & Safety Programs or a letter stating that no changes were necessary in the current subcontract's accepted WPP.

Attachment 6

Travel Compensation Schedule for Subcontractors, SRR-PPS-2009-00015, Revision 0
--SRS Homepage

SAVANNAH RIVER REMEDIATION LLC

TRAVEL COMPENSATION SCHEDULE FOR
SUBCONTRACTSUNDER U.S. DEPARTMENT OF ENERGY PRIME
CONTRACT NO. DE-AC09-09SR22505

These provisions establish standards by which transportation and per diem costs shall be reimbursed.

In this Travel Compensation Schedule any reference to Subcontractor includes Subcontractors of any tier.

I. DEFINITIONS:

A. ASSIGNMENT

The number of continuous calendar days that employees of the Subcontractor will provide support to the Savannah River Remediation LLC (SRR) under a SRR Subcontract.

B. BUSINESS TRAVEL STATUS

Assignments associated with work under a SRR subcontract of 90 continuous calendar days or less.

C. TEMPORARY ASSIGNMENT STATUS

Assignments associated with work under a SRR subcontract of 91 continuous calendar days or more. (Includes one trip home per month, if allowable.)

D. PRINCIPAL PLACE OF BUSINESS

The normal place of employment where the employee commutes to and from work on a daily basis when not at SRS.

E. PERMANENT RESIDENCE

The dwelling that the employee of the Subcontractor will return to upon completion of the assignment at Savannah River Site (SRS). A dwelling does not qualify as a permanent residence if it is leased or sublet to any person or entity or is otherwise occupied by someone outside the employee's immediate family. Immediate family includes the spouse, children, and other legal dependents of the employee residing in the employee's permanent residence at the time the employee is notified of the assignment to SRS.

F. DUPLICATE EXPENSES

Lodging, Meals and Incidental costs, incurred in addition to those costs associated with the "Permanent Residence", which are a direct result of being on "Temporary Assignment" or "Business Travel" status while performing work under a SRR subcontract.

G. FAR

Federal Acquisition Regulations

H. FTR

Federal Travel Regulations

II. PER DIEM ENTITLEMENT:

A. A Subcontractor may be entitled to reimbursement for per diem for any employee working at SRS or other facility under a SRR subcontract if the Subcontractor employee meets the following conditions:

1. The employee is not performing work at his/her "Principal Place of Business";
2. The employee maintains a "Permanent Residence":
 - (a) that is located more than 100 miles from Building 703-A at SRS, as determined by standard mileage tables (SRS is defined to be 18 miles from Aiken, SC);
 - (b) for which the employee incurs expenses in the form of monthly mortgage payments, rental expenses, or property taxes (if there is no mortgage), and
 - (c) the employee incurs "Duplicate Expenses";
 - (d) the residence is not leased or sublet to any person or entity or is not otherwise occupied by someone outside the employee's immediate family.

3. The employee does not commute daily to the SRR work location from the "Permanent Residence".

B. Employees on Temporary Assignment Status must document the expenses associated with the "Permanent Residence" by submittal of one of the following to the Subcontractor upon initial assignment:

- (1) Proof of monthly mortgage payment,
- (2) A current rental agreement which obligates the employee to pay rent for a "Permanent Residence", or
- (3) Evidence of property tax liability for a "Permanent Residence".

The employee requesting per diem must certify the incurrence of costs associated with his/her "Permanent Residence". Certifications must be: (a) completed on the attached Form PF-6, "Per Diem Eligibility Certification",) and (b) provided to SRR for review and approval. Any changes to a Subcontractor employee Per Diem Eligibility Certification must be approved by the SRR Procurement Representative. Approved Subcontractor employee Per Diem Eligibility Certifications shall be maintained by the Subcontractor. SRR reserves the right to audit all Subcontractor employee Per Diem Eligibility Certifications as well as all documents submitted thereunder and to contact all parties providing such documents. **Approval by SRR does not relieve the subcontractor from his responsibility to ensure the validity of these certifications. Certifications shall be submitted every 90 days during a temporary assignment.**

C. Prior to requesting reimbursement of per diem, Subcontractor shall review all documentation

for compliance with the eligibility requirements set forth herein. Invoices shall contain the names of the individuals for which per diem is being claimed.

- D. Subcontractor employees shall be reimbursed for per diem only so long as they continue to be eligible. Subcontractor shall require each Subcontractor employee to promptly provide written notification of any change which may affect his/her eligibility.
- E. Subcontractor is entitled to receive reimbursement for per diem for eligible employees during the continuous term of the employee's assignment to SRS, including weekends and holidays. However, per diem is not reimbursable for any vacation or personal absence, nor for periods covering trips home while in business travel status. Furthermore, per diem shall not be paid for days not worked due to illness of more than one (1) consecutive work day unless the absence is supported by a written physician's statement. In addition, Subcontractor employees must work a minimum of four (4) hours each workday to be eligible for per diem for that day.

III. REIMBURSEMENT FOR PER DIEM:

A. ASSIGNMENTS TO THE SAVANNAH RIVER SITE

- 1. Business Travel Status
Reimbursement for per diem shall be in accordance with the applicable Federal Travel Regulation Rates for the Savannah River Site, in effect at the time of travel. Lodging shall be reimbursed at the actual cost incurred not to exceed the applicable FTR rates; receipts for such lodging shall be provided.
- 2. Temporary Assignment Status
 - a. Reimbursement for the first 30 days shall be in accordance with the applicable Federal Travel Regulation Rates for the Savannah River Site, in effect at the time of travel. Lodging shall be reimbursed at the actual cost incurred not to exceed the applicable FTR rates; receipts for such lodging shall be provided.
 - b. Reimbursement starting on the 31st day shall be at a maximum rate of \$74.00 per day. The maximum rate of \$74.00 per day includes \$20.00 per day for meals and incidental expenses (no receipts required), and a maximum of \$54 per day (including applicable taxes) for lodging (receipts required).

B. TRAVEL TO LOCATIONS OUTSIDE THE SRS AREA

- 1. Business Travel Status
For business travel to locations outside the SRS area, when required in the

performance of the subcontract, reimbursement shall be in accordance with the applicable FTR rates applicable to that location, or the Subcontractor's corporate rate, whichever is less. Per Diem shall not be paid for lodging expenses or M&IE in connection with any business travel to the employee's permanent residence location.

2. Temporary Assignment Status

When a Subcontractor employee on temporary assignment to SRS makes a return trip home or is required to perform duties on business travel at locations outside the SRS area, (except if business travel is to the permanent residence location) the employee's maximum \$74.00 per diem shall be reduced to a maximum of \$54.00 for lodging (including taxes and with receipts) for each day he/she is away from the temporary assignment at SRS, provided they maintain their SRS temporary residence during this absence.

C. CONTRACT EXTENSIONS

1. Business Travel Status

If a Business Travel assignment is extended, the total cumulative contractual period remaining at the time of contract extension will determine the reimbursement rate for per diem. For example, if the initial assignment is for 90 days, and the assignment is extended for 30 days on the 70th day (50 days total remaining at time of extension), the Temporary Assignment per diem rates would apply for the remainder of the assignment: i.e., commencing on the 71st day, a maximum rate of \$74.00 per day that includes \$20.00 per day for meals and incidental expenses (no receipts required), and a maximum of \$54 per day (including applicable taxes) for lodging (receipts required).

2. Temporary Assignment Status

Per diem for extensions to temporary assignments will continue to be reimbursed at the temporary assignment rate.

- D. Reimbursement for per diem shall be limited to one (1) year for subcontractor personnel on temporary assignment, unless otherwise approved by the SRR Procurement Representative.

IV. REIMBURSEMENT FOR TRANSPORTATION EXPENSES:

A. GENERAL

Reimbursable transportation expenses include local transit system and taxi fares and fees for parking, tolls, ferries, etc. in addition to

expenses detailed in sections B, C and D below. Travel to and from SRS on a daily basis for the purpose of reporting to work shall not be reimbursed.

B. AIRFARE

Receipt required. Allowable costs for air travel will be limited to the lowest available airfare. Such costs shall not be construed as authorization of first class airfare without the express approval of the SRR Procurement Representative. Such approval shall be based on the requirements set forth in FAR 31.205-46. To the extent reasonable, the Subcontractor will make use of commercial discount airfares, Government contract airfares, and customary standard airfares. Airfare costs in excess of the above standard must be justified in writing and approved in advance of travel by a SRR Procurement Representative.

C. RENTAL CARS

1. Receipt required. Rental car expenses for "Business Travel" are allowable if the nature of the travel or the location of the business is such that the use of public transportation is not cost effective or practical, considering the traveler's time. Rental car expenses for "Temporary Assignments" are allowable at the discretion of the SRR Procurement Representative. Written justification for such use shall be submitted and approved in advance.
2. Only lowest available car rates are allowable. Exceptions to the use of lowest available car rates may only be made when
 - (a) more than two employees are traveling together;
 - (b) extra equipment is being transported by the traveler; or
 - (c) the traveler has a medical/health condition that prohibits the use of a lowest available car rate.

When the lowest car rate is unavailable, the next higher class of car may be used. If the lowest class car is not used and a higher rate is paid, written justification must be submitted to justify the additional expense. To avoid costly rental car agency refueling charges the Subcontractor should encourage its employees to refuel his/her rental car.

D. PERSONAL VEHICLES

1. The allowance for the use of personal automobile shall be reimbursed in accordance with the applicable Federal Travel Regulation Rates, Part 301-4. Such allowance shall be based on the mileage between the authorized points of travel as listed in Rand-McNally standard distance charts. A variation of ten

percent, if reasonable under the circumstances, is allowable, except when a longer route is necessitated by road or weather conditions.

2. Additional allowances shall be made for daytime and overnight parking and for ferry, toll road, tunnel, or toll bridge charges. In the event two or more persons travel in one automobile, only one mileage allowance will be paid.
3. The allowance for an employee on official travel who uses a privately owned automobile for the employee's own convenience in lieu of commercial transportation will be air coach fare plus a reasonable allowance for other normal travel costs, such as for taxi fare, required to get to the airport and to the point of destination and origin, or the applicable mileage rate, whichever is less. In such instances, reimbursement of per diem will be limited to the time required as if the employee had used air transportation.
4. SRR shall only reimburse Subcontractor for its employees' initial transportation costs from their permanent residence to the temporary residence at SRS and for the same transportation trip for the final return to the permanent residence at the completion of the assignment to SRS. If a Subcontractor employee moves his/her permanent residence to the local SRS area during his/her assignment, return to the point of origin shall not be reimbursed.

V. FOREIGN TRAVEL:

Foreign travel, when required under the subcontract, shall be subject to the prior approval of SRR for each separate trip regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of Canada and the United States and its territories and possessions. Requests for approval shall be submitted at least 60 days prior to the planned departure date, on a Request for Approval of Foreign Travel Form (DOE F 1512.1).

VI. RETURN TRIPS HOME:

Subcontractor employees on "Temporary Assignment" may be entitled to periodic trips to their "Permanent Residence" location only. SRR shall reimburse eligible Subcontractor employees for transportation expenses for not more than one (1) trip home per month while on assignment at SRS. SRR will NOT reimburse the Subcontractor for employee travel to locations other than the "Permanent Residence". A monthly trip home shall not be allowed if taken within two (2) weeks of the end of the assignment. Any exceptions require the prior written consent of the SRR Procurement Representative. Evidence of actual travel to the "Permanent Residence" shall be verified by

Subcontractor before reimbursement is made to the Subcontractor employee. SRR shall not reimburse Subcontractor for personal trips home for those Subcontractor employees who have been relocated under a SRR subcontract. Eligibility for return trip(s) home is not transferable from one Subcontractor employee to another.

VII. RELOCATION:

Subpart 31.205 of the FAR prohibits reimbursement for relocation costs for less than twelve (12) month assignments. SRR reserves the right to waive this restriction if the Subcontractor provides SRR with a cost comparison which shows that it is cost effective to relocate a Subcontractor employee versus paying the Subcontractor employee per diem.

On any proposed assignment greater than twelve (12) months, the Subcontractor must provide SRR with a cost comparison to determine if the proposed Subcontractor employee should be placed on per diem or should be relocated to the SRS area. For the purpose of cost comparisons, relocation costs are to be computed in accordance with the Subcontractor's standard corporate policy, subject to the limitations contained in Subpart 31.205 of the FAR.

VIII. RECEIPTS:

Receipts for lodging are required regardless of amount. Receipts for other expenses are required if the amount of such expenses are greater than \$75.00. Unless requested by SRR, such receipts are not required to be submitted with invoices under cost reimbursement subcontracts which are subject to final audit. However, under these subcontracts, the Subcontractor must retain the receipts and provide them upon request to support billings and/or cost incurred audits. These standards do not relieve the Subcontractor of its responsibility to retain whatever documentation is considered necessary to support cost incurred audits or to satisfy the rules and regulations of other US Government agencies or any Local, State or Federal Law or to validate the accuracy of supporting documentation.

PER DIEM ELIGIBILITY CERTIFICATION

I. A. Employee Name: _____

II. A. Principle Place of Business: _____

B. Permanent Residence Address: _____

C. Do you intend to return to the Permanent Residence at the completion or termination of your assignment:
Yes? _____ No? _____

III. A. Will you incur duplicate expenses as a direct result of your assignment at SRS: Yes? _____ No? _____
If yes, attach to this certification proof of the Primary Residence (Mortgage, Rental Agreement or Property Tax documentation if there is no Mortgage).

B. Will you use your Permanent Residence for lodging while on assignment to SRS: Yes? _____ No? _____
If yes, how often will you use your Permanent Residence for your own lodging:
Return home each night _____
Return home each week-end _____
Other (explain) _____

C. Will you lease or sublet the Permanent Residence while on assignment to SRS: Yes? _____ No? _____

D. Will the Permanent Residence be occupied by someone outside of your immediate family?
Yes? _____ No? _____

E. Do you understand that you are not entitled to claim or be paid per diem for business trips back to the permanent residence location: Yes? _____ No? _____

IV. I hereby certify the above data to be true to the best of my knowledge. I agree as a condition of my assignment at SRS, initial or continued, to notify my employer, in writing, of any change in the information given above regardless of whether such change may affect my continued eligibility to receive a Per Diem allowance. I further acknowledge that my failure to provide the information herein may result in a delay or denial of Per Diem payments, revocation of my eligibility for Per Diem or repayment to SRR of funds previously received. **FURTHERMORE I ACKNOWLEDGE THAT THE FALSE STATEMENTS ACT, 18 U.S.C. 1001 AND THE FALSE CLAIMS ACT PROVISIONS 31 U.S.C. 3729 AND 18 U.S.C. 287 SHALL GOVERN THIS CERTIFICATION AND SHALL BE ENFORCED TO THE FULLEST EXTENT OF THE LAW.**

Employee Signature _____ Date _____

Notary _____

Attachment 7

Small Business Subcontracting Plan

SMALL BUSINESS SUBCONTRACTING PLAN

DATE _____

SUBCONTRACTOR: _____

ADDRESS: _____

SOLICITATION OR SUBCONTRACT NUMBER: _____

ITEM/SERVICE: _____

The following, together with any attachments, is hereby submitted as a Subcontracting Plan per the article in the above solicitation/subcontract, entitled "Small Business Subcontracting Plan".

1. (a) The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this subcontract is \$ _____.
- (b) The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the subcontract cited above or to the subcontract award under the solicitation cited.
 - (i) Small Business concerns: _____% of total planned subcontracting dollars under this subcontract will go to subcontractors who are small business concerns (include all small business concerns).
 - (ii) Small Disadvantaged Business Concerns: _____% of total planned subcontracting dollars under this subcontract will go to subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals. This percentage is included in the percentage shown under 1(b)(i), above, as a subset.
 - (iii) Woman-Owned Small Business Concerns: _____% of total planned subcontracting dollars under this subcontract will go to subcontractors who are small business concerns owned and controlled by a woman or women. This percentage is included in the percentage shown under 1(b)(i), above as a subset.
 - (iv) HUBZone Small Business Concerns: _____% of total planned subcontracting dollars under this subcontract will go to subcontractors who are HUBZone small business concerns. This percentage is included in the percentage shown under 1(b)(i), above as a subset.
 - (v) Service-Disabled Veteran-Owned Small Business: _____% of total planned subcontracting dollars under this subcontract will go to subcontractors who are small business concerns owned and controlled by service-disabled veteran-owned small business concerns. This percentage is included in the percentage shown under 1(b)(i), above as a subset.
 - (vi) Veteran-Owned Small Business: _____% of total planned subcontracting dollars under this subcontract will go to subcontractors who are small business

concerns owned and controlled by veteran-owned small business concerns. This percentage is included in the percentage shown under 1(b)(i), above as a subset.

(vii) Historically Black Colleges and Universities or Minority Institutions (HBCU/MI): _____ % of total planned subcontracting dollars under this subcontract will go to subcontractors who are Historically Black Colleges and Universities or Minority Institutions. This percentage is included in the percentage shown under 1(b)(i), above as a subset.

(c) The following dollar values correspond to the percentage goals shown in (b) above.

(i) Total dollars planned to be subcontracted to small business concerns: \$_____. This dollar amount includes all small business concerns.

(ii) Total dollars planned to be subcontracted to small disadvantaged business concerns: \$_____. This dollar amount is included in the amount shown under 1(c)(i), above, as a subset.

(iii) Total dollars planned to be subcontracted to woman-owned small business concerns: \$_____. This dollar amount is included in the amount shown under 1(c)(i), above, as a subset.

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns: \$_____. This dollar amount is included in the amount shown under 1(c)(i), above, as a subset.

(v) Total dollars planned to be subcontracted to Service-Disabled Veteran-Owned small business concerns: \$_____. This dollar amount is included in the amount shown under 1(c)(i), above, as a subset.

(vi) Total dollars planned to be subcontracted to Veteran-Owned small business concerns: \$_____. This dollar amount is included in the amount shown under 1(c)(i), above, as a subset.

(vi) Total dollars planned to be subcontracted to Historically Black Colleges and Universities or Minority Institutions: \$_____. This dollar amount is included in the amount shown under 1(c)(i), above, as a subset.

(d) The following principal products and/or services will be subcontracted under this subcontract, and the distribution among small, small disadvantaged, woman-owned, HUBZone small business, veteran-owned service-disabled veteran-owned small business concerns and Historically Black Colleges and Universities or Minority Institutions is as follows:

Subcontracted Supplies and Services (Type)	SB	SDM	WOSB	VOSB	SDVOSB	HBCU/MI	HUBZone

- (e) The following method was used in developing subcontract goals (i.e., Statement explaining how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small, small disadvantaged, woman-owned, HUBZone small business, Veteran-owned, and service-disabled veteran-owned small business concerns were determined and, how small, small disadvantaged, woman-owned, HUBZone small business, Veteran-owned, and service-disabled veteran-owned small business concerns' and Historically Black Colleges and Universities or Minority Institutions capabilities were determined, to include identification of source lists utilized in making those determinations).

- (f) Indirect and overhead costs (check one below):

_____ have been _____ have not been included in the goals specified in 1 (b) and (c).

- (g) If "have been" is checked, explain the method used in determining the proportionate share of indirect and overhead cost to be allocated as subcontracts to small business, small disadvantaged, woman-owned small business, HUBZone small business, Veteran-owned, and service-disabled veteran-owned small business concerns and Historically Black Colleges and Universities or Minority Institutions.

- 2. The following individual will administer the subcontracting program:

Name: _____

Address & Telephone: _____

Title: _____

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

General overall responsibility for this company's Small Business Program for the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

- (a) Developing and maintaining source lists of small, small disadvantaged, woman-owned small business, HUBZone small business, Veteran-owned, and service-disabled veteran-owned small business concerns and Historically Black Colleges and Universities or Minority Institutions from all possible sources.

- (b) Ensuring that procurement packages are structured to permit small, small disadvantaged, woman-owned small business, HUBZone, Veteran-owned, and service-disabled veteran-owned small business concerns and Historically Black Colleges and Universities or Minority Institutions to participate to the maximum extent possible.
- (c) Ensuring inclusion of small, small disadvantaged, woman-owned small business, HUBZone, Veteran-owned, and service-disabled veteran-owned small business concerns and Historically Black Colleges and Universities or Minority Institutions in all solicitations for products or services which they are capable of providing.
- (d) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small, small disadvantaged, woman-owned small business, HUBZone, Veteran-owned, and service-disabled veteran-owned small business and Historically Black Colleges and Universities or Minority Institutions participation.
- (e) Ensuring periodic rotation of potential subcontractors on bidders lists.
- (f) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- (g) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- (h) Monitoring attainment of proposed goals.
- (i) Preparing and submitting periodic subcontracting reports required.
- (j) Coordinating subcontractor's activities during the conduct of compliance reviews by Federal agencies.
- (k) Coordinating the conduct of subcontractor's activities involving its small business subcontracting program.
- (l) Additions to (or deletions from) the duties specified above are as follows:

3. The following efforts will be taken to assure that small, small disadvantaged, woman-owned small business, HUBZone, Veteran-owned, and service-disabled veteran-owned small business concerns and Historically Black Colleges and Universities or Minority Institutions will have an equitable opportunity to compete for subcontracts:

- (a) Outreach efforts will be made as follows:
 - (i) Contacts with minority and small business trade associations
 - (ii) Contacts with business development organizations
 - (iii) Attendance at small, small disadvantaged, woman-owned, Veteran-owned, and service-disabled veteran-owned small business procurement conferences and trade fairs

- (b) The following internal efforts will be made to guide and encourage buyers:
 - (i) Workshops, seminars and training programs will be conducted
 - (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
- (c) Utilize company source lists and guides, and other sources (e.g., the Dynamic Small Business Search function in the Central Contractor Registration (CCR) of the Small Business Administration (SBA), formally PRO-Net, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged, woman-owned small, HUBZone, Veteran-owned, and service-disabled veteran-owned small business concerns and Historically Black Colleges and Universities or Minority Institutions trade associations), to identify potential sources for solicitation purposes.
- (d) Additions to (or deletions from) the above listed effort are as follows:

- 4. The offeror/bidder (subcontractor) agrees that the clause entitled "Utilization of Small Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors, except small business concerns, who receive subcontracts in excess of \$650,000(\$1,500,000 for construction subcontracts) will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed to ensure that all requirements of an acceptable subcontracting plan have been satisfied, per the Small Business Subcontracting Plan article of the contract. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small, small disadvantaged, woman-owned small, HUBZone, Veteran-owned, and service-disabled veteran-owned small business subcontractors, and Historically Black Colleges and Universities or Minority Institutions, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors' facilities to review applicable records and subcontracting program progress.
- 5. The offeror/bidder (subcontractor) agrees to submit periodic reports and cooperate in any studies or surveys as may be required by SRR, DOE, or the Small Business Administration in order to determine the extent of compliance by the offeror/bidder (subcontractor) with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns" contained in the subcontract. The requirement for the submittal of paper versions of the Standard Form (SF) 294, Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontracting Reports, as provided in FAR 52.219-9(j) is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontracting Reporting System (eSRS). The offeror/bidder (subcontractor) agrees that the offeror will submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS to fully comply with the statutory requirements of FAR 19.702.
- 6. The offeror/bidder (subcontractor) agrees that it will maintain at least the following types of records to document compliance with this subcontracting plan:
 - (a) Source Lists, guides and other data that identify small, small disadvantaged, woman-owned

small business, HUBZone, and service-disabled veteran-owned small business concerns, and Historically Black Colleges and Universities or Minority Institutions.

- (b) Organizations contacted in attempts to locate sources that are small, small disadvantaged, woman-owned small business, HUBZone, Veteran-owned, and service-disabled veteran-owned small business concerns, and Historically Black Colleges and Universities or Minority Institutions.
- (c) On a contract-by contract basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged, woman-owned small business, HUBZone small business, Veteran-owned, and service-disabled veteran-owned small business concerns were solicited, and if not, why not; (3) reasons for the failure of solicited small, small disadvantaged, woman-owned small business, HUBZone, Veteran-owned, or service-disabled veteran-owned small business concerns to receive the subcontract award.
- (d) Records to support other outreach efforts such as contacts with Trade Associations, Business Development Organizations and attendance at small, small disadvantaged and woman-owned business procurement conferences and trade fairs, etc.
- (e) Records to support internal activities to guide and encourage buyers such as workshops, seminars, training programs, etc., and monitoring activities to evaluate compliance.
- (f) On a contract-by-contract basis, records to support subcontract award data to include names and addresses of subcontractors, and business size of each. Subcontracts having commercial plans do not need to comply with this requirement.

Signed: _____

Typed Name: _____

Title: _____

Date: _____

Plan Accepted By: _____
(SRR Small Business Program Administrator)

Date: _____

Attachment 8

Government Furnished Property

Reference Tank Closure Closure Removal (TCCR) System Specification No. X-SOW-H-00002,
Rev 0, Section 3.6