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ARTICLE 1.0 OBLIGATIONS OF THE SUBCONTRACTOR

1.1 Independent Contractor

The SUBCONTRACTOR is an independent contractor and shall maintain complete control of and responsibility for its employees, lower-tier Subcontractors, and agents. The SUBCONTRACTOR shall also be solely responsible for the means and methods for carrying out the Work and for the safety of its employees. Nothing contained in this Subcontract shall be construed to create any employer-employee relationship between the SUBCONTRACTOR’s employees and the BUYER or to create a contractual relationship between the Government and the SUBCONTRACTOR.

1.2 Authorization for Lower-Tier Subcontracting

The SUBCONTRACTOR shall not further Subcontract performance of all or any portion of the Work under this Subcontract, except as disclosed in the SUBCONTRACTOR’s proposal, without first notifying the BUYER and obtaining the BUYER’s Procurement Representative’s written acceptance (consent) for subcontracting the Work and approval of the lower-tier Subcontractor.

1.3 Right of Access

The BUYER, its Clients, or agents shall have the right to inspect and evaluate the SUBCONTRACTOR’s facilities at any time during the procurement process and performance (from Subcontract award through final payment). The BUYER, its Clients, or agents shall have the right of access to lower-tier Subcontractors for the purpose of verifying the quality of their Work. Access to lower-tier Subcontractors

shall be coordinated through the SUBCONTRACTOR and verification may be performed jointly with the SUBCONTRACTOR.

1.4 Lower-Tier Subcontractor Responsibility

The SUBCONTRACTOR agrees that it is fully responsible to the BUYER for the acts and omissions of its lower-tier Subcontractors and of persons it either directly or indirectly employs. The SUBCONTRACTOR shall not be relieved of its responsibility for the Work by virtue of any lower-tier Subcontracts it may place regardless of the BUYER's acceptance of such lower-tier Subcontract. The SUBCONTRACTOR is responsible for the quality of Work supplied under the term of this Subcontract. The SUBCONTRACTOR's management and employees are expected to learn from experience, prevent adverse operating incidents, and share good Work practices and lessons learned. The SUBCONTRACTOR shall be responsible for ensuring that all lower-tier Subcontractors implement adequate quality and process control commensurate with importance to safety, cost, and schedule of the Work. All applicable technical and quality requirements imposed by this Subcontract shall be flowed down to lower-tier Subcontractors through appropriate procurement documents. The SUBCONTRACTOR retains the responsibility for the quality of all Work provided by its lower-tier Subcontractors.

1.5 Lower-Tier Subcontractor Certification

The SUBCONTRACTOR will provide certification that the lower-tier Subcontractor has the necessary permits and licenses for the Work to be performed. The SUBCONTRACTOR guarantees that its lower-tier Subcontractors will comply fully with the terms of this Subcontract applicable to the portion of the Work performed. If any portion of the Work, which has been subcontracted by the SUBCONTRACTOR, is not performed in accordance with this Subcontract, on request by the BUYER's Procurement Representative, the lower-tier Subcontractor will be replaced at no additional cost to the BUYER and will not be employed again on the Subcontract unless so authorized by the BUYER's Procurement Representative.

1.6 Lower-Tier Subcontractor Assignment

The SUBCONTRACTOR shall include a provision in every lower-tier Subcontract that authorizes assignment of such lower-tier Subcontracts to the BUYER or the Government without requiring further consent from such lower-tier Subcontractor.

1.7 Organizational Conflicts of Interest

The SUBCONTRACTOR warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, that the SUBCONTRACTOR has disclosed all such relevant information to the BUYER's Procurement Representative prior to award of this Subcontract and that there are no facts which could give rise to an organizational conflict of interest during the Work's performance.

1.8 Final Acceptance

When the SUBCONTRACTOR deems the Work fully completed, including satisfactory completion of such inspections, tests and documentation as are specified in this Subcontract, the SUBCONTRACTOR shall, within ten (10) working days, give a written notice specifying the Work completed and the date it was completed. Within thirty (30) calendar days after receipt of the notice, the BUYER shall inspect the Work and shall either reject the Work and specify defective or uncompleted portions of the Work or shall

give the SUBCONTRACTOR a written Notice of Acceptance of the Work either for the purpose of final payment only, or for the purposes of final payment and final acceptance.

In the event the BUYER rejects the Work and specifies defective or uncompleted portions of the Work, the SUBCONTRACTOR shall, within five (5) working days, provide to the BUYER's Procurement Representative for the BUYER's review and approval, a schedule detailing when all defects will be corrected and/or when the Work will be completed and shall proceed to remedy such defective and uncompleted portions of the Work. Thereafter, the SUBCONTRACTOR shall again give the BUYER's Procurement Representative a written notice of Work completion, specifying a new date for the completion of the Work based upon the date such defective or uncompleted portions of the Work were corrected. The foregoing procedure shall apply again and successively thereafter until the BUYER has given the SUBCONTRACTOR written final acceptance for purposes of final payment.

Any failure by the BUYER to inspect or to reject the Work or to reject the SUBCONTRACTOR's notice of completion as set forth above, shall not be deemed to be final acceptance of the Work for any purpose by the BUYER nor imply acceptance of, or agreement with, said notice.

1.9 Warranty

The SUBCONTRACTOR warrants that all items and services conform to Subcontract specifications, drawings, and other descriptions and will be of merchantable quality, fit and sufficient for the purposes for which they are intended as evidenced in the Subcontract. Warranty shall begin upon the BUYER's acceptance and extend for a period of (1) the manufacturer's warranty or one year, whichever is longer, if the SUBCONTRACTOR is not the manufacturer and has not modified the item or (2) one year or the manufacturer's warranty period, whichever is longer, if the SUBCONTRACTOR is the manufacturer of the item or has modified it. If any nonconformity is discovered within that time, the SUBCONTRACTOR shall promptly repair or replace such items or re-perform services. Transportation of replacement items return of nonconforming items and repeat performance of services shall be at the SUBCONTRACTOR's expense. If repair, replacement or re-performance of services is not timely, the BUYER may elect to return the nonconforming items, repair, replace and/or re-procure the item or service at the SUBCONTRACTOR's expense. This warranty shall restart upon the BUYER's acceptance of the repair, replacement or re-performance.

1.10 Payments and Title

The SUBCONTRACTOR warrants full and unrestricted title to the Government for all items purchased under this Subcontract and is free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances. Excess items received that are of a nominal value shall be kept by the BUYER at no cost to the BUYER. All items received in excess of Subcontract requirements that are returned shall be returned at the SUBCONTRACTOR's expense.

The BUYER is entitled to offset and/or deduct any amount owed to the SUBCONTRACTOR under this Subcontract for any amounts owed the BUYER under this Subcontract or any other Subcontract with the BUYER.

1.11 Non-Conformance Reports (NCRs)

Nonconformance Reports (NCRs) generated by the SUBCONTRACTOR, lower-tier Subcontractors and suppliers of items with the proposed disposition of "Use as is" or "Repair" shall be submitted for approval

to the BUYER Design Authority, Engineering, and Quality Assurance before the SUBCONTRACTOR initiates any remedial action on the nonconformance.

1.12 Nuclear Hazards Indemnity

The provisions of 48 CFR 952.250-70, *Nuclear Hazards Indemnity Agreement (Aug 2016)*, are incorporated by reference into these terms and conditions for the delivery of any product or service which has nuclear safety implications. The SUBCONTRACTOR shall flow down these provisions to all lower-tier Subcontractors that may have nuclear safety implications unless expressly waived in writing by the BUYER's Procurement Representative.

The SUBCONTRACTOR will be indemnified by the U.S. Department of Energy (DOE) against claims for public liability, and (ii) legal costs arising from any nuclear incident under the provisions of 48 CFR 952.250-70. However, the SUBCONTRACTOR and its lower-tier Subcontractors and suppliers that are indemnified are subject to civil penalties under provisions of the Atomic Energy Act of 1954, as amended, for violations of DOE nuclear safety related rules, regulations, and orders. In addition, directors, officers, and employees of the SUBCONTRACTOR and its lower-tier Subcontractors that are indemnified are subject to criminal penalties for knowing and willful violations.

1.13 Indemnification

The SUBCONTRACTOR agrees to indemnify, defend and hold harmless the BUYER and the Government, the affiliated companies of each, and all of their directors, officers, employees, agents, and representatives, from and against:

- a. Any claim, demand, cause of action, liability, loss or expense arising by reason of the SUBCONTRACTOR's failure to comply with any law, ordinance, regulation, rule or order. This provision includes, but is not limited to, fines or penalties by Government authorities and claims arising from the SUBCONTRACTOR's actual or asserted failure to pay taxes.
- b. Any claim, demand, cause of action, liability, judgment or damages arising from actual or asserted violation or infringement of rights in any patent, copyright, proprietary information, trade secret or other property right caused or alleged to be caused by the use or sale of goods, materials, equipment, methods, processes, designs or information, including construction methods, construction equipment and temporary construction facilities, furnished by the SUBCONTRACTOR or its lower-tier Subcontractors in performance of the Work. Should any goods or services provided by the SUBCONTRACTOR become, or appear likely to become, the subject of a claim of infringement of a patent, copyright or other property right, the SUBCONTRACTOR shall, at the BUYER's option, either procure for the BUYER and the Government the right to continue using such goods or services, replace same with equivalent, non-infringing goods or services, or modify the goods or services so that the use thereof becomes non-infringing, provided that any such modification or replacement is of equal quality and provides equal performance to the infringing good or services.
- c. Any claim, demand, cause of action, liability, judgment or damages arising from the SUBCONTRACTOR's negligence or acts or omissions which results in injury to or death of persons (including employees of the BUYER, the Government, the SUBCONTRACTOR and the SUBCONTRACTOR's lower-tier Subcontractors) or results in damage to or loss of property (including the property of the BUYER or the Government). The SUBCONTRACTOR's defense and indemnity obligations hereunder include claims and damages arising from non-delegable

- duties of the BUYER or arising from use by the SUBCONTRACTOR of construction equipment, tools, scaffolding, or facilities furnished to the SUBCONTRACTOR by the BUYER or the Government.
- d. Any claim, demand, cause of action, liability, judgment or damages arising out of any act or omission by the SUBCONTRACTOR that results in contamination, pollution, or public or private nuisance.
- e. The SUBCONTRACTOR's defense and indemnity obligations shall include the duty to reimburse any attorney's fees and expenses incurred by the BUYER or the Government in investigating or defending any action identified in this provision and for any legal action to enforce the SUBCONTRACTOR's indemnity obligations.
- f. In the event that the indemnity provisions in this Subcontract are contrary to the law governing this Subcontract, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowable by applicable law.
- g. With respect to claims by employees of the SUBCONTRACTOR or its lower-tier Subcontractors, the indemnity obligations created under this clause shall not be limited by the existence of, amount, or type of benefits or compensation, payable by or for the SUBCONTRACTOR, its lower-tier Subcontractors or suppliers under any workers compensation, disability benefits, or other employee benefits acts or regulations, and the SUBCONTRACTOR, specifically and knowingly, waives any limitation of liability arising from workers' compensation or such other acts or regulations.

1.14 Limitation of Liability

Except to the extent that the SUBCONTRACTOR is expressly responsible under this Subcontract for deficiencies in the services required to be performed under the Subcontract (including any materials furnished in conjunction with those services), the SUBCONTRACTOR shall not be liable for loss of or damage to property of the Government that (1) occurs after the BUYER's acceptance of Work performed under this Subcontract and (2) results from any defects or deficiencies in the Work performed and accepted.

The limitation of liability shall not apply when a defect or deficiency in, or the BUYER's acceptance of the Work, from willful misconduct or lack of good faith on the part of any of the SUBCONTRACTOR's managerial personnel. The term "SUBCONTRACTOR's Managerial Personnel," as used in this provision, means the SUBCONTRACTOR's directors, officers, and any of the SUBCONTRACTOR's managers, superintendents, or equivalent representatives who have supervision or direction of:

- All or substantially all of the SUBCONTRACTOR's business;
- All or substantially all of the SUBCONTRACTOR's operations at any one plant, laboratory, or separate location at which the Subcontract is being performed; or
- A separate and complete major industrial operation connected with the performance of the Subcontract.

If the SUBCONTRACTOR carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government or the BUYER through the SUBCONTRACTOR's performance of Work under this Subcontract, the SUBCONTRACTOR shall be liable to the Government or the BUYER, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after the BUYER's acceptance of, and resulting from any defects and deficiencies, in Work under this Subcontract.

The SUBCONTRACTOR shall include this provision, including this paragraph, supplemented as necessary to reflect the relationship of the subcontracting parties, in all lower-tier Subcontracts over \$25,000.

1.15 Laws, Regulations and Directives

- (a) In performing work under this Subcontract, the SUBCONTRACTOR shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency.
- (b) In performing work under this Subcontract, the SUBCONTRACTOR shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable DOE Directives appended to this Subcontract, until such time as the BUYER's Procurement Representative approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism.
- (c) Regardless of the performer of the work, the SUBCONTRACTOR is responsible for compliance with the requirements of this clause. The SUBCONTRACTOR is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the SUBCONTRACTOR's compliance with the requirements.
- (d) Whenever Work under this Subcontract must be performed in accordance with or to meet any specific standards or requirements governed by any laws, regulations, or DOE Directives, the Subcontract shall so certify its compliance upon completion of the Work.
- (e) If the Work under this Subcontract involves hazardous or toxic substances, the SUBCONTRACTOR will comply with all safety or training requirements promulgated by law or regulation.

1.16 Permits, Licenses, and Fees

The SUBCONTRACTOR shall obtain and pay for all applicable permits and licenses required by law that are associated with the Work.

1.17 Foreign Ownership, Control or Influence

For those Subcontracts requiring a Foreign Ownership, Control or Influence (FOCI) clearance, no Work may begin until the SUBCONTRACTOR has obtained a favorable FOCI determination.

The SUBCONTRACTOR shall immediately provide the BUYER written notice of any changes in the extent and nature of FOCI over the SUBCONTRACTOR, which would affect the SUBCONTRACTOR's status. 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 the BUYER's Procurement Representative.

In those cases where a SUBCONTRACTOR has changes involving FOCI, the BUYER must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the BUYER shall consider proposals made by the SUBCONTRACTOR to avoid or mitigate foreign influences.

If the BUYER at any time determines that the SUBCONTRACTOR is, or is potentially, subject to FOCI, the SUBCONTRACTOR shall comply with such instructions, as the BUYER's Procurement Representative shall provide in writing to safeguard any classified information or significant quantity of special nuclear material.

The SUBCONTRACTOR agrees to insert terms that conform substantially to the language of this provision including this paragraph in all lower-tier Subcontracts under this Subcontract that will require access to classified information or special nuclear material. Additionally, the SUBCONTRACTOR shall require such lower-tier Subcontractors to submit a completed certification prior to award of a lower-tier Subcontract. Information to be provided by a lower-tier Subcontractor pursuant to this provision may be submitted directly to the BUYER's Procurement Representative.

The BUYER may terminate this Subcontract for default either if the SUBCONTRACTOR fails to meet obligations imposed by this provision (e.g., provide the information required by this provision, comply with the BUYER's Procurement Representative instructions about safeguarding classified information, or make this provision applicable to lower-tier Subcontractors) or if, in the BUYER's judgment, the SUBCONTRACTOR creates a FOCI situation in order to avoid performance or a termination for default. The BUYER may terminate this Subcontract for convenience if the SUBCONTRACTOR 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.

1.18 Publicity

The SUBCONTRACTOR will not disclose the nature of its Work under this Subcontract or engage in any other publicity or public media disclosures with respect to this Subcontract without the prior written consent of the BUYER's Procurement Representative.

1.19 Key Personnel

Certain SUBCONTRACTOR employees may be designated as Key Personnel in this Subcontract or in individual task releases. The SUBCONTRACTOR agrees that such Key Personnel will not be changed or reassigned without the written agreement of the BUYER's Procurement Representative. If any of the designated key personnel become unavailable for assignment for Work under this Subcontract, the SUBCONTRACTOR, with the prior approval of the BUYER's Procurement Representative, will replace the employee with an individual substantially equal in abilities and qualifications.

1.20 Suspension of Work

The BUYER's Procurement Representative may order the SUBCONTRACTOR, in writing, to suspend, delay, or interrupt all or any part of the Work of this Subcontract for the period of time that the BUYER's Procurement Representative determines appropriate for the convenience of the BUYER. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Such

suspensions under this Subcontract shall not exceed one hundred eighty (180) consecutive calendar days each or, in aggregate more than two hundred seventy (270) calendar days.

Upon receiving any such notice of suspension, the SUBCONTRACTOR shall promptly suspend further performance of the Work to the extent specified, and during the period of such suspension shall properly care for and protect all Work in progress and materials, supplies and equipment that the SUBCONTRACTOR has on hand for performance of the Work. The SUBCONTRACTOR shall use its best efforts to utilize its material, labor, and equipment in such a manner as to mitigate costs associated with the suspension.

The BUYER may at any time withdraw the suspension of Work as to all or part of the suspended Work by written notice to the SUBCONTRACTOR specifying the effective date and scope of withdrawal, and the SUBCONTRACTOR shall resume diligent performance of the Work for which the suspension is withdrawn on the specified effective date of withdrawal.

An adjustment shall be made for any increase in the cost of performance of this Subcontract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Subcontract shall be modified in writing accordingly. However, no adjustment shall be made under this provision for any suspension, delay, or interruption, to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the SUBCONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other provision of this Subcontract. The SUBCONTRACTOR shall not be entitled to any profits or any damages because of such suspension or withdrawals of suspension.

1.21 Suspect and Counterfeit Items

Notwithstanding any other provisions of this Subcontract, the SUBCONTRACTOR warrants that all items provided by the SUBCONTRACTOR shall be genuine, new, and unused unless otherwise specified or approved in writing by the BUYER. The BUYER reserves the right to question and/or require the SUBCONTRACTOR to certify and/or furnish proof regarding the quality, authenticity, application, or fitness for use of the items supplied by the SUBCONTRACTOR under this Subcontract. The SUBCONTRACTOR shall establish and implement appropriate measures to prevent the procurement and incorporation of suspect and counterfeit parts into the deliverable for this Subcontract. In addition, the SUBCONTRACTOR shall report the discovery of suspect and counterfeit items in sufficient detail to establish all circumstances relative to the occurrence to the BUYER's Procurement Representative.

1.22 Leasing of Real Property

Notwithstanding any other provision of this Subcontract, the SUBCONTRACTOR will obtain prior approval from the BUYER's Procurement Representative when, in performance of this Subcontract, the SUBCONTRACTOR acquires or proposes to acquire use of real property by lease when the Government will ultimately assume the liability for, or will otherwise pay for the obligation under the lease as a reimbursable Subcontract cost.

1.23 Taxes

Unless the SUBCONTRACTOR is issued a direct pay permit by the BUYER, the SUBCONTRACTOR is required to collect the applicable Washington State sales or use tax and include this on each applicable invoice. If the SUBCONTRACTOR is an out of state vendor with no nexus in the State of Washington, taxes will be paid by BUYER. SUBCONTRACTOR shall notify the Procurement

Representative if they don't have a nexus in the State of Washington. All other Federal, State, county, municipal or other taxes must be included in the Subcontract amount and invoiced accordingly.

If as a result of this Subcontract, the SUBCONTRACTOR becomes eligible for Washington State Business and Occupation Tax Credit for Research and Development spending, the SUBCONTRACTOR shall take such tax credit and assign such tax credit to the BUYER. If the SUBCONTRACTOR applies for the Washington State Business and Occupation Tax Credit for Research and Development spending, the SUBCONTRACTOR shall notify the Procurement Representative. The SUBCONTRACTOR shall fully cooperate with the BUYER in any tax audits, tax assessment reviews, or tax challenges.

1.24 Holiday and Work Schedules

Daily work schedules and facility operations are not uniform among Hanford Site Contractors. In addition, some organizations and facilities observe alternate Friday closures. Accordingly, before scheduling deliveries, the SUBCONTRACTOR shall make specific schedule arrangements for the delivery of services or materials with the BUYER's Procurement Representative, Facility Manager, Delivery Warehouse Manager, or Building Manager. The BUYER's Procurement Representative will not be liable for the cost of any delays, demurrage, layover, or extra travel days which result from the SUBCONTRACTOR's failure to obtain a specific schedule in advance. Current Hanford Site Facility Closure days are: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (and following Friday), Christmas Eve and Christmas Day.

1.25 SUBCONTRACTOR's Personnel and Notification

Any employee of the SUBCONTRACTOR deemed by the BUYER, in their sole judgment, to be objectionable shall be removed from the Work and/or BUYER's jobsite immediately upon the BUYER's Procurement Representative request and shall be promptly replaced by the SUBCONTRACTOR at no extra expense to the BUYER. The SUBCONTRACTOR shall nevertheless retain all authority and control over its employees, including responsibility for all costs arising from providing reasonable accommodations for its employees.

1.26 Lowest Price Warranty

SUBCONTRACTOR warrants that the prices set forth in this Subcontract do not exceed those charged by SUBCONTRACTOR to any other customers purchasing the same item in like or comparable quantities.

The BUYER's Procurement Representative or an authorized representative shall have the right to examine the records of the SUBCONTRACTOR as necessary to assure that the prices charged for the item under this Subcontract do not exceed those charged by the SUBCONTRACTOR to any other customer purchasing the same items in like or comparable quantities.

1.27 Inspection, Testing, and Quality Control

The SUBCONTRACTOR shall inspect all materials, supplies, and equipment, which are to be incorporated in the Work. In addition, the SUBCONTRACTOR shall conduct a continuous program of quality control for all Work. If required in the Subcontract, the SUBCONTRACTOR's quality control program and inspection procedures for the foregoing may be required to be submitted to the BUYER's Procurement Representative for review. However, neither review nor acceptance of the SUBCONTRACTOR's quality control program or inspection procedures shall relieve the SUBCONTRACTOR of its obligation to conduct comprehensive inspections of the Work, to furnish

conforming materials, to perform acceptable Work, or to provide adequate safety precautions in conformance with this Subcontract.

The SUBCONTRACTOR shall, during the course of performance of the Work hereunder, without additional compensation, make or cause to be made all tests required by this Subcontract. The BUYER may require additional inspections and tests. The SUBCONTRACTOR shall furnish the BUYER's Procurement Representative with satisfactory documentation of the results of all inspections and tests. The BUYER's Procurement Representative shall be given not less than five (5) working days' notice of any tests to be made by the SUBCONTRACTOR or the SUBCONTRACTOR's lower-tier Subcontractors in order that the BUYER may witness any such tests.

The BUYER and the Government, and their representatives, and others as may be required by applicable laws, ordinances, and regulations, shall have the right at all reasonable times to inspect the Work and all material, supplies, and equipment for the Work. The SUBCONTRACTOR shall provide, or cause to be provided access and sufficient, safe, and proper facilities for such inspections. Neither the failure to make such inspection nor to discover defective workmanship, materials, or equipment, nor approval of or payment to the SUBCONTRACTOR for such Work, materials or equipment shall prejudice the right of the BUYER or the Government.

If any part of the SUBCONTRACTOR's Work is dependent upon the quality and/or completeness of Work performed under a lower-tier Subcontract, the SUBCONTRACTOR shall inspect such other Work and promptly report to the BUYER's Procurement Representative any defects therein which render such work unsuitable for the proper execution of the Work under this Subcontract. Failure to make such inspections or to report any such defects to the BUYER's Procurement Representative shall constitute the SUBCONTRACTOR's acceptance of such other Work as suitable to receive the SUBCONTRACTOR's Work under this Subcontract; provided however, that the SUBCONTRACTOR shall not be responsible for defects that could not have reasonably been detected.

1.28 Sustainable Acquisition Products and Services

In the performance of this Subcontract, the SUBCONTRACTOR shall specify, furnish, and use sustainable acquisition products and services (i.e., products and services with a lesser or reduced effect on human health and the environment), to the maximum possible extent consistent with the Subcontract requirements and the intended end use of the products or services. Information on sustainable acquisition products and services is available at: <http://www.epa.gov/opptintr/epp/>.

1.29 Conference Management and Attendance

SUBCONTRACTOR conference management and attendance shall be approved by the BUYER's Procurement Representative prior to arranging and/or attending, and upon approval, conducted pursuant to the requirements contained in DOE Order 110.3A, Conference Management, or any subsequent version of the order in effect at the time of Subcontract award.

1.30 Lower-Tier Subcontracted Work-NTE 70%

SUBCONTRACTOR shall notify the Procurement Representative whenever the amount of Lower-Tier Subcontracted effort exceeds or is anticipated to exceed 70% of the total cost of the work to be performed under their Subcontract. Notification to Procurement shall include the revised cost of the Subcontract effort and shall include verification that there is added value as related to the work to be performed by the

Lower-Tier SUBCONTRACTOR. All SUBCONTRACTORS should ensure the amount of lower-tier subcontracted work is less than 70% of the total cost of the work to be performed.

1.31 Foreign National Access

As required by Department of Energy (DOE) Order 142.3a entitled “Unclassified Foreign Visits and Assignment Program,” all SUBCONTRACTORS doing business with HLMI shall adhere to the following guidance related to Foreign Nationals in their employ.

The release of information, as described below, to Foreign Nationals requires an approved security plan and each Foreign National shall be processed and approved through the U.S. Government Foreign Access Central Tracking System (FACTS). The term “Information” refers to the release of any information not readily available to the public. This would include sensitive, propriety, Official Use Only, business sensitive, Government use only, or any other such data, drawings, diagrams, electronic media, writings or communications not open and readily available to the public. Disclosing of any such information to any Foreign National not processed and approved through FACTS constitutes a serious security breach that must be investigated and reported to the DOE. SUBCONTRACTORS who employ Foreign Nationals need to be familiar with DOE Order 142.3a, which can be found at Internet location of <https://www.directives.doe.gov>.

The above information is applicable whether the Foreign National will work on the Hanford Site or any other work location. All Foreign Nationals are required to have a “host” assigned to them and subject host is responsible for their assigned Foreign National actions.

1.32 Labor Relations

Should the SUBCONTRACTOR perform any part of this Subcontract with Union Employees, the Subcontractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Subcontract contain provisions designed to assure no disruption in services during the performance of the Subcontract. All such agreements entered into the Subcontract period of performance should, to the extent that the parties voluntarily agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring no disruption in services.

1.33 Confidentiality of Information

- (a) Performance of work under this Subcontract may result in the SUBCONTRACTOR having access to Controlled Unclassified Information (CUI), including Official Use Only (OUO) information, via written or electronic documents, or by virtue of having access to DOE’s electronic or other systems. Such CUI includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The SUBCONTRACTOR shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the BUYER’s Procurement Representative
- (b) The restrictions set out in paragraph (a) above, however, do not apply to:

- (1) Information which, at the time of receipt by the SUBCONTRACTOR, is in the public domain;
 - (2) Information which, subsequent to receipt by the SUBCONTRACTOR, becomes part of the public domain through no fault or action of the SUBCONTRACTOR;
 - (3) Information which the SUBCONTRACTOR can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this Subcontract;
 - (4) Information which the SUBCONTRACTOR can demonstrate was received from a third party who did not require the SUBCONTRACTOR to hold it in confidence; or
 - (5) Information which is subject to release under applicable law.
- (c) The SUBCONTRACTOR shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the SUBCONTRACTOR's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the BUYER's Procurement Representative.
- (d) Upon request of the BUYER's Procurement Representative, the SUBCONTRACTOR agrees to execute an agreement with any party which provides CUI to the SUBCONTRACTOR pursuant to this contract, or whose facilities the SUBCONTRACTOR is given access to that restrict use and disclosure of CUI obtained by the SUBCONTRACTOR. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the BUYER'S Procurement Representative for approval.
- (e) Upon request of the BUYER's Procurement Representative, the SUBCONTRACTOR shall supply the Government with reports itemizing the confidential or proprietary information it receives under this Subcontract and identify the source (company, companies or other organizations) of the information.
- (f) The SUBCONTRACTOR agrees to flow down this clause to all subcontracts issued under this contract.

ARTICLE 2.0 OBLIGATIONS OF THE BUYER

2.1 Changes

The Work shall be subject to change by additions, deletions, or revisions thereto in accordance with the applicable contract type Supplemental Provision(s) that govern this Subcontract.

Changes in the terms and conditions of this Subcontract may be made only by written agreement of the parties. The SUBCONTRACTOR shall not suspend performance of this Subcontract during the review and negotiation of any change, except as may be directed by the BUYER's Procurement Representative.

The SUBCONTRACTOR shall not perform changes to this Subcontract until the BUYER's Procurement Representative has provided written direction.

2.2 Technical Representative Responsibilities

The BUYER has elsewhere in this Subcontract designated the Buyer's Technical Representative. The BUYER's Technical Representative is responsible for monitoring and providing technical guidance for this Subcontract and should be contacted regarding questions or problems of a technical nature. The BUYER's Technical Representative is also responsible for appropriate surveillance of the SUBCONTRACTOR while on site. In no event, however, will an understanding or agreement, amendment, change order, or any deviation from the terms of this Subcontract be effective or binding upon the BUYER unless formalized by proper Subcontract documents executed by the BUYER's Procurement Representative prior to completion of this Subcontract. On all matters that pertain to Subcontract terms, the SUBCONTRACTOR shall contact the BUYER's Procurement Representative specified within this Subcontract. When in the opinion of the SUBCONTRACTOR, the BUYER's Technical Representative requests or directs efforts outside the existing scope of the Subcontract the SUBCONTRACTOR shall promptly notify the BUYER's Procurement Representative in writing. No action by the SUBCONTRACTOR shall be taken until the BUYER's Procurement Representative has issued an appropriate modification (amendment) to the Subcontract.

2.3 Observation of the Work

The BUYER reserves the right to inspect or otherwise evaluate the Work during the various stages to observe the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with the intent of this Subcontract. The BUYER will not be required to make comprehensive or continuous inspections to check quality or quantity of the Work. Visits and observations made by BUYER will not relieve the SUBCONTRACTOR of its obligation to conduct comprehensive inspections of the Work, to furnish materials, to perform acceptable Work, and to provide adequate safety precautions in conformance with this Subcontract.

ARTICLE 3.0 GENERAL LEGAL PROVISIONS

3.1 Confidential and Proprietary Information

The BUYER possesses information of a confidential and proprietary nature about businesses, products, services, and processes of the BUYER and the Government. This information, which relates to designs, technical experience, classified information, software, processing systems, databases, financial and other data, intellectual property including trade secrets, customers and vendors, personnel records, research, development, inventions, construction plans, manufacturing, engineering, accounting, bid data, sales and marketing including Subcontract terms, and any information generated pursuant to Work performed in accordance with the Subcontract (collectively, Confidential Information), constitutes a commercial asset of considerable value to the BUYER and the Government. The SUBCONTRACTOR shall use such Confidential Information only for the purpose of performing Work in accordance with the Subcontract and not disclose such Confidential Information to any other person (including the media for purposes of publicity), partnership, venture, firm, government, or corporation without the express written direction of the BUYER or the Government, as appropriate. The SUBCONTRACTOR further shall make all reasonable efforts to require its employees and any others, including lower-tier Subcontractors, to maintain such Confidential Information in strictest confidence.

Confidential Information shall not include the following:

- Information that is acquired by the SUBCONTRACTOR from others who have no confidential commitment to the BUYER or the Government; or
- Information that is part of the public domain or becomes, without fault or participation of the SUBCONTRACTOR, part of the public domain, by publication or otherwise; or
- Information that is in the SUBCONTRACTOR's possession prior to the BUYER's or the Government's disclosure to it; or
- Information that is developed independently by the SUBCONTRACTOR; or
- Information that is required to be publicly disclosed under operation of law, for which the SUBCONTRACTOR will provide at least five (5) calendar days' notice to the BUYER's Procurement Representative, as appropriate, before disclosure.

All drawings, specifications, prints, financial and other data, and any other written or electronically encoded materials (collectively, 'Documentation') furnished by the BUYER or the Government to the SUBCONTRACTOR shall remain the BUYER's property. In addition, all Documentation developed by the SUBCONTRACTOR in the performance of Work in accordance with the Subcontract shall become the BUYER's property. Upon completion of Work, the SUBCONTRACTOR shall either destroy or return such Documentation and any other Confidential Information reduced to tangible or electronic form, including copies thereof, to the BUYER unless the BUYER's Procurement Representative consents to otherwise.

Nothing contained in the Subcontract, or in any disclaimer made by the BUYER or the Government, shall be construed to grant the SUBCONTRACTOR any license or other rights in or to disclosed Confidential Information or any patent, trademark, or copyright that has been or may be issued unless expressly conveyed by written agreement exclusive of the Subcontract.

3.2 Assignment

The SUBCONTRACTOR shall not assign any of the duties or rights or any claim arising out of or related to this Subcontract, whether arising in tort, Subcontract or otherwise, without the written consent of the BUYER's Procurement Representative. Any unauthorized assignment is void and unenforceable. These conditions and the entire Subcontract are binding on the heirs, successors, and assigns of the SUBCONTRACTOR.

The BUYER may assign this Subcontract, in whole or in part to the Government or to such party as the Government may designate to perform the BUYER's obligations hereunder. Upon receipt by the SUBCONTRACTOR of written notice that the Government or a party so designated by the Government or the BUYER has accepted an assignment of this Subcontract, the BUYER shall be relieved of all responsibility hereunder and the SUBCONTRACTOR shall thereafter look solely to such assignee for performance of the BUYER's obligations.

3.3 Termination

- A. Termination for Convenience. The BUYER may terminate all or any part of this Subcontract for its sole convenience. In the event of such termination, the SUBCONTRACTOR shall

immediately stop all Work hereunder and shall immediately cause any and all of its lower-tier Subcontractors to cease Work. The SUBCONTRACTOR will be entitled to compensation for any such Termination of Convenience in accordance with the applicable provisions of Part 49 of the Federal Acquisition Regulations. The SUBCONTRACTOR will not be paid for any Work performed or costs incurred which reasonably could have been avoided

- B. Termination for Default. The BUYER may, by written notice, terminate the whole or any part of this Subcontract for default in the event that the SUBCONTRACTOR fails to perform any of the provisions of this Subcontract, or fails to make progress as to endanger performance of this Subcontract in accordance with its terms, or, in the opinion of the BUYER, becomes financially or legally incapable of completing the Work and does not correct such to the BUYER's reasonable satisfaction within a period of seven (7) calendar days after receipt of notice from the BUYER specifying such failure. If, after notice of termination, it is determined for any reason that the SUBCONTRACTOR was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to "termination for convenience." In the event of termination for default, the SUBCONTRACTOR will not be entitled to termination expenses.
- C. Regardless of the cause of termination, the SUBCONTRACTOR shall deliver to the BUYER legible copies of all completed or partially completed Work products and instruments of service and all materials and equipment previously paid for by the BUYER.
- D. In no case shall termination for any cause constitute a claim for consequential damages or damages based on loss of anticipated profits.
- E. The rights and remedies of the BUYER provided in this provision are not exclusive and are in addition to any other rights and remedies provided by law or equity under this Subcontract.

3.4 Governing Law

Irrespective of the place of performance, this Subcontract will be construed and interpreted according to Federal Government Contract Law as enunciated and applied by Federal judicial bodies, Boards of Contract Appeals, and quasi-judicial agencies of the Federal Government. To the extent that this law is not dispositive, the laws of the State of Washington shall apply. In the event that either party hereto must resort to litigation to enforce a right or remedy conferred by law, equity or the provisions of this Subcontract, the parties hereby consent to the action being brought in the court of competent jurisdiction in the State of Washington.

3.5 Severability and Survival

If any of the provisions contained in this Subcontract are held invalid, illegal, or unenforceable, the enforceability of the other remaining provisions shall not be affected or impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this Subcontract for any cause.

3.6 Authorization to Proceed

Execution of this Subcontract by the BUYER will be authorization for the SUBCONTRACTOR to proceed with the Work unless otherwise indicated in this Subcontract.

3.7 No Third-Party Beneficiaries

This Subcontract conveys no rights or benefits to anyone other than the SUBCONTRACTOR and the BUYER and has no third-party beneficiaries.

3.8 Arbitration

In the event that the BUYER is required to arbitrate a dispute with a third party, which dispute arises out of or is directly related to this Subcontract, the SUBCONTRACTOR agrees to join in such arbitration proceeding as the BUYER may direct and shall submit to such jurisdiction and be finally bound by the judgment rendered in accordance with the arbitration rules as may be established therein.

3.9 Disputes

In the event that the parties cannot, through negotiations, reach agreement on any issue arising out of the Subcontract, the issue will be considered a dispute and shall be resolved in accordance with the following: If efforts at resolution through good faith discussions and/or negotiations fail to resolve the dispute, the parties agree that before taking any other action, they will consider the use of Alternate Dispute Resolution (ADR). In the event that non-binding ADR is agreed upon, the site of the proceedings shall be Richland, Washington, unless otherwise agreed upon in writing by the parties. The rules for ADR and the selection of the mediator or arbitrator shall be determined by mutual agreement of the parties. If agreed, the mediator or arbitrator shall allocate cost, except that there shall be no pre-decisional interest costs, each party shall bear its discretionary costs, and the parties will equally share the cost of the mediator or arbitrator.

In the event ADR fails or is not used, primary jurisdiction for the resolution of any claim arising under this Subcontract shall reside in the United States Federal District Court for the Eastern District of Washington. If the requirements for jurisdiction in the United States District Court are not met, the litigation shall be brought in a Court of competent jurisdiction in Benton County, Washington. This Subcontract shall be enforced and interpreted, irrespective of the place of performance, in accordance with the Federal law of Government Subcontracts. To the extent that Federal law is not dispositive of an issue, the laws of the State of Washington shall be applied.

Unless otherwise directed in writing by the BUYER's Procurement Representative, the SUBCONTRACTOR shall proceed diligently with the performance of the Subcontract pending final resolution of the dispute.

3.10 Waiver

The BUYER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Subcontract, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege. No asserted waiver of any right or benefit by the BUYER shall be valid unless such waiver is in writing, signed by the BUYER's Procurement Representative, supported by consideration and specifies the extent and nature of the rights or benefits being waived.

3.11 Gratuities

The SUBCONTRACTOR, its employees, agents, or representatives shall not offer or give to an officer, official or employee of the BUYER or the Government, gifts, entertainment, payments, loans or other gratuities to influence the award of a Subcontract or obtain favorable treatment under a Subcontract.

Violation of this provision may be deemed by the BUYER to be a material breach of this Subcontract and any other Subcontract with the BUYER and subject all Subcontracts with the SUBCONTRACTOR to termination for default, as well as any other remedies by law or in equity.

3.12 Interpretation

Heading and titles of clauses, sections, paragraphs or other subparts of this Subcontract are for convenience of reference only and shall not be considered in interpreting the text of this Subcontract. No provision in this Subcontract is to be interpreted for or against any party because that party or its counsel drafted such provision.

ARTICLE 4.0 FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE

General Intent. This Subcontract is subject to the terms and conditions of the BUYER's Prime Contract Number 89303318REM000012. The general intent of these provisions is to incorporate into the Subcontract all required Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) flow down clauses. To reference the cited FAR and DEAR flowdown clauses, the following web address is provided: <https://www.acquisition.gov/>

Substitution of the Parties. Wherever required to make any FAR, DEAR, or Prime Contract clause incorporated herein meaningful, the term "Contractor" shall be read "SUBCONTRACTOR," the term "Contracting Officer" shall be read "BUYER's Procurement Representative," the term "Head of the Contracting Activity" shall be read "Head of the Procurement Activity" - and the term "Government" or "Contracting Officer" shall be read "BUYER."

Specific Incorporated Clauses. The following FAR and DEAR Prime Contract Clauses are hereby specifically incorporated herein by reference with the same force and effect as if they were given in full text.

THE FOLLOWING CLAUSES APPLY TO ALL SUBCONTRACTS REGARDLESS OF VALUE SUBJECT TO THE CONDITIONS OF APPLICABILITY		
Clause Number	Title and Date	Additional Conditions of Applicability
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	Applies to all Subcontracts other than personal services subcontracts with individuals.
FAR 52.204-23	Prohibition On Contracting For Hardware, Software, And Services Developed Or Provided By Kaspersky Lab An Other Covered Entities (Nov 2021)	
FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	
FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (May 2018)	Applies to Subcontracts that may require or involve the employment of laborers and mechanics.
FAR 52.222-50	Combating Trafficking in Persons (Nov 2021)	The requirements in paragraph (h) of this clause apply only to any portion of a Subcontract that is for supplies, other than commercially available off-the- shelf items, acquired outside the United States, or services to be performed outside the United States, and has an estimated value that exceeds \$550,000.
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2017)	Applies to Subcontracts that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
FAR 52.223-6	Drug Free Workplace (May 2001)	
FAR 52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)	
FAR 52.227-3	Patent Indemnity (Apr 1984)	Applies to Subcontracts that may result in the delivery of commercial items.
FAR 52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)	Applies to Subcontracts that may involve international air transportation.
DEAR 952.208-70	Printing (Apr 1984)	

THE FOLLOWING CLAUSES APPLY ONLY IF THE SUBCONTRACT PRICE EXCEEDS \$2,500		
Clause Number	Title and Date	Additional Conditions of Applicability
FAR 52.222-41	Service Contract Labor Standards (Aug 2018)	Applies to Subcontracts that are subject to the Service Contract Labor Standards statute.
FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (May 2014)	Applies to Subcontracts that include FAR 52.222-41 Service Contract Labor Standards.
FAR 52.222-55	Minimum Wages Under Executive Order 13658 (Nov 2020)	Applies to Subcontracts that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

THE FOLLOWING CLAUSE APPLIES ONLY IF THE SUBCONTRACT PRICE EXCEEDS \$3,500		
Clause Number	Title and Date	Additional Conditions of Applicability
FAR 52.222-54	Employment Eligibility Verification (Nov 2021)	Applies to Subcontracts that are (1) for Services (except for commercial services that are part of the purchase of a COTS item or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and are normally provided for that COTS item); or (2) Construction.

THE FOLLOWING CLAUSES APPLY ONLY IF THE SUBCONTRACT PRICE EXCEEDS \$10,000		
Clause Number	Title and Date	Additional Conditions of Applicability
FAR 52.219-28	Post-Award Small Business Program Representation (Sep 2021)	Applies to Subcontracts that are set-aside for small business concerns.
FAR 52.222-3	Convict Labor (Jun 2003)	
FAR 52.222-21	Prohibition of Segregated Facilities (Apr 2015)	Applies to Subcontracts that include FAR 52.222-26 Equal Opportunity.
FAR 52.222-26	Equal Opportunity (Sep 2016)	
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	Applies to Subcontracts that will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009
FAR 52.225-1	Buy American - Supplies (Nov 2021)	Applies to Subcontracts in which none of the exceptions to the Buy American Act apply (e.g., nonavailability, public interest, or information technology that is a commercial item).

THE FOLLOWING CLAUSE APPLIES ONLY IF THE SUBCONTRACT PRICE EXCEEDS \$15,000		
Clause Number	Title and Date	Additional Conditions of Applicability
FAR 52.222-36	Equal Opportunity for Workers with Disabilities (Jun 2020)	

THE FOLLOWING CLAUSE APPLIES ONLY IF THE SUBCONTRACT PRICE EXCEEDS \$35,000		
Clause Number	Title and Date	Additional Conditions of Applicability
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021)	

THE FOLLOWING CLAUSES APPLY ONLY IF THE SUBCONTRACT PRICE IS \$150,000 OR MORE		
Clause Number	Title and Date	Additional Conditions of Applicability
FAR 52.222-35	Equal Opportunity for Veterans (Oct 2015)	
FAR 52.222-37	Employment Reports on Veterans (Jun 2020)	

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THE FOLLOWING CLAUSES APPLY ONLY IF THE SUBCONTRACT PRICE EXCEEDS \$150,000		
Clause Number	Title and Date	Additional Conditions of Applicability
FAR 52.203-7	Anti-Kickback Procedures (Jun 2020)	Paragraph (c)(1) is deleted for Subcontracts.
FAR 52.203-12	Limitation On Payments To Influence Certain Federal Transactions (Jun 2020)	

THE FOLLOWING CLAUSES APPLY ONLY IF THE SUBCONTRACT PRICE EXCEEDS \$250,000		
Clause Number	Title and Date	Additional Conditions of Applicability
FAR 52.203-3	Gratuities (Apr 1984)	
FAR 52.203-5	Covenant Against Contingent Fees (May 2014)	Applies only if Subcontract is for non-commercial items.
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
FAR 52.203-8	Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (May 2014)	Applies only if Subcontract is for non-commercial items.
FAR 52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity (May 2014)	Applies only if Subcontract is for non-commercial items.
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)	
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
FAR 52.204-4	Printed or Copied Double-Sided on Post-Consumer Fiber Content Paper (May 2011)	
FAR 52.215-2	Audit and Records –Negotiation (Oct 2010)	Applies to Subcontracts in which Subcontractor is required to furnish cost, funding, or performance reports, including cost-reimbursement, time-and-materials and labor-hour Subcontracts, and Subcontracts for which certified cost or pricing data is required.
FAR 52.215-23	Limitations on Pass-Through Charges (Jun 2020)	Applies to Cost-Reimbursement Subcontracts.
FAR 52.219-8	Utilization of Small Business Concerns (Oct 2018)	Applies to Subcontracts that offer further subcontracting opportunities except for subcontracts to small business concerns.
FAR 52.219-14	Limitations on Subcontracting (Sep 2021)	Applies to Subcontracts that are set-aside for small business concerns.
FAR 52.223-99	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Oct 2021) (Deviation)	
FAR 52.227-1	Authorization and Consent (Jan 2020) Alternate I (Apr 1984)	

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DEAR 952.209-72	Organizational Conflicts of Interest (Aug 2009) with Alternate I	Applies to Subcontracts that involve the performance of advisory or assistance services.
THE FOLLOWING CLAUSES APPLY ONLY IF THE SUBCONTRACT PRICE EXCEEDS \$500,000		
Clause Number	Title and Date	Additional Conditions of Applicability
DEAR 952.226-74	Displaced Employee Hiring Preference (Jun 1997)	Applies to Subcontracts except for those for commercial items.

THE FOLLOWING CLAUSES APPLY ONLY IF THE SUBCONTRACT PRICE EXCEEDS \$2,000,000 AND THE SUBCONTRACTOR IS REQUIRED TO SUBMIT COST OR PRICING DATA, OR WHERE PREAWARD OR POSTAWARD COST DETERMINATIONS WILL BE SUBJECT TO FAR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES		
Clause Number	Title and Date	Additional Conditions of Applicability
FAR 52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Aug 2011)	Applies to Subcontracts when it is contemplated that certified cost or pricing data will be required for the pricing of subcontract modifications.
FAR 52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (Oct 2010)	Applies to Subcontracts that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4.
FAR 52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	Applies to Subcontracts for which it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to FAR part 31.
FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (July 2005)	Applies to Subcontracts for which it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to FAR part 31.
FAR 52.215-19	Notification of Ownership Changes (Oct1997)	Applies to Subcontracts for which it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to FAR part 31.

THE FOLLOWING CLAUSES APPLY ONLY IF THE SCOPE OF WORK REQUIRES DESIGN/REDESIGN, DEVELOPMENT OR OPERATION OF A SYSTEM OF RECORDS ON INDIVIDUALS THAT IS SUBJECT TO THE PRIVACY ACT OF 1974		
Clause Number	Title and Date	Additional Conditions of Applicability
FAR 52.224-1	Privacy Act Notification (Apr 1984)	
FAR 52.224-2	Privacy Act (Apr 1984)	

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THE FOLLOWING CLAUSES APPLY AS STATED IN THE CONDITIONS OF APPLICABILITY		
Clause Number	Title and Date	Conditions of Applicability
FAR 52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)	Applies only to Subcontracts that have a value in excess of \$6.0 million and a performance period of more than 120 days.
FAR 52.203-14	Display of Hotline Poster(s) (Nov 2021)	Applies to Subcontracts that exceed \$6.0 million, except when Subcontract (1) is for the acquisition of a commercial item or (2) is performed entirely outside the United States.
FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)	Applies to Subcontracts in which the Subcontract received in the preceding fiscal year – 80 percent or more of its annual gross revenues and \$25M or more in annual gross revenues from Federal contracts or subcontracts, loans, grants, cooperative agreements, and other forms of Federal financial assistance.
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)	Applies to Subcontracts in which the Subcontractor may have Federal contract information residing in or transiting through its information system.
FAR 52.215-14	Integrity of Unit Prices (Nov 2021)	Applies to Subcontracts at or below \$250,000 and for commercial items.
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (DEC2013)	Applies only to subcontracts with Small Business Concerns.