



Mission Support Alliance Provision

GENERAL PROVISIONS
Rev. ~~13-14~~ October ~~2129~~, 2013

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This Subcontract embodies the entire agreement between the Subcontractor and the Buyer and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, or inducement or understanding not set forth herein.

1.0 DEFINITIONS

- A. Whenever used in this document, the following definitions shall be applicable unless the content indicates otherwise.
- (1) "Buyer" shall mean Mission Support Alliance, LLC ("MSA") and all of its authorized representatives (i.e. "Contract Specialists") acting in their professional capacities (under DOE Prime Contract No. DE-AC06-09RL14728) entering into this Subcontract with the Subcontractor.
 - (2) "Government" shall mean the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof, including the Contracting Officer.
 - (3) "Head of Agency" or "Secretary" shall mean the Secretary, the Under Secretary, and Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency.
 - (4) "Services" shall mean labor, direction of labor, production of technical information, consulting services or any other services furnished by Subcontractor and any of its lower-tier Subcontractors under this Subcontract.
 - (5) "Subcontract" shall mean this Subcontract between Buyer and Subcontractor; also includes purchase order, task orders, releases and other agreements.
 - (6) "Subcontractor" shall mean any company, person, organization, lower-tier Subcontractor, seller, and/or supplier of any tier performing work (including supplying goods and/or services) under this Subcontract. "Subcontractor" also refers to any authorized representatives, successor, and permitted assigns of any company, person, and/or organization named under this Subcontract.
 - (7) "Supplies" shall mean equipment, components, parts and materials to be provided by Subcontractor and its lower-tier Subcontractors pursuant to this Subcontract.
 - (8) "Vendor data" shall mean any and all information, data and documentation to be provided by Subcontractor and any of its lower-tier Subcontractors under this Subcontract.
 - (9) "Work" shall mean supplies, services, and vendor data provided by Subcontractor and any of its lower-tier Subcontractors and all work performed with respect thereto pursuant to this Subcontract.



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2.0 ORDER OF PRECEDENCE

- A. In the event of a discrepancy among any of the Subcontract terms, conditions, clauses, provisions, written direction and instructions, and documents (collectively, the “Subcontract”), the following order of precedence shall govern resolution: (1) Buyer's written Subcontract modifications, direction, and instructions; (2) Subcontract form and clauses, including clauses incorporated by reference; (3) Technical instructions, including the Statement of Work (SOW), drawings, exhibits and attachments, and applicable standards; (4) Special Provisions; (5) General Provisions; and (6) other documents identified as being part of the Subcontract.
- B. Nothing recited above shall be construed as superseding or deleting any applicable statute, rule, ordinance, or regulation (collectively, the “laws”). In the event of a conflict with laws, the specific conflicting term of the Subcontract shall be considered null and without effect, and laws shall govern. All remaining terms unaffected by said laws should continue in force.

3.0 SAFETY AND QUALITY STANDARDS

3.1 SAFETY

- A. The Subcontractor 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. The Subcontractor shall comply with, and assist the Buyer in complying with Environmental, Safety, Health, and Quality (ESH&Q) requirements of all applicable laws, regulations and directives.
- B. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of ES&H functions and activities is an integral and visible part of the Subcontractor’s work planning and execution processes. As a minimum, the Subcontractor shall:
 - Thoroughly review the defined scope of work;
 - Identify hazards and ES&H requirements;
 - Analyze hazards and implement controls;
 - Perform work within controls; and
 - Provide feedback on adequacy of controls and continue to improve safety management.
- C. The Subcontractor shall flow down ESH&Q requirements to the lowest tier Subcontractor performing work on the Hanford site commensurate with the risk and complexity of the work.

3.2 INSPECTION, TESTING, AND QUALITY CONTROL

- A. Subcontractor shall inspect all materials, supplies, and equipment which are to be incorporated in the work. In addition, Subcontractor shall conduct a continuous program of quality control for all work. When requested by the Buyer, Subcontractor’s quality control program and inspection procedures for the foregoing shall be submitted in writing to Buyer for review and approval, in sufficient detail to delineate those items to be inspected and the manner in which they are to be inspected, and



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shall adequately describe all quality control activities contemplated, including provision for adequate documentation of Subcontractor's performance of such quality control and inspection.

- B. 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. Buyer may require additional inspections and tests. Subcontractor shall furnish Buyer with satisfactory documentation of the results of all inspections and tests. Buyer shall be given not less than five (5) working days notice of any tests to be made by Subcontractor or any of its lower-tier Subcontractors in order that Buyer may witness any such tests.
- C. 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. 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 Subcontractor for such work, materials or equipment shall prejudice the right of Buyer or the Government.
- D. If Subcontractor covers any portion of the work prior to any inspection or test provided for in the specifications, inspection schedule, or as previously requested by Buyer, the cost of uncovering and covering the work to allow for such inspection or test shall be borne by the Subcontractor. Buyer may order reexamination of any work. In the event of such reexamination, if any material, equipment or any part of the work is determined by Buyer to be defective, Subcontractor shall not be reimbursed for uncovering, repair or corrective and restoration costs. If such work is found to be in accordance with the Subcontract requirements upon such reexamination, Buyer shall pay Subcontractor the cost of uncovering and restoration.
- E. Rejection by Buyer of any or all parts of defective work for failure to conform to this Subcontract shall be final and binding. Such rejected work shall be promptly corrected or replaced by Subcontractor at Subcontractor's expense. If Subcontractor fails to commence and diligently continue correction or replacement of such rejected work immediately after receipt of written notice from Buyer to correct or replace the rejected work, Buyer may at its option remove and replace the rejected work, and Subcontractor shall promptly reimburse Buyer for the costs of such removal and replacement of defective work.

3.3 CONDITIONS AND RISKS OF WORK

Subcontractor represents that it has carefully examined the drawings and specifications for the work and has fully acquainted itself with all other conditions relevant to the work, and its surroundings, and Subcontractor assumes the risk of such conditions and will, regardless of such conditions, the expense, difficulty of performing the work, or negligence, if any, of Buyer, fully complete the work for the stated Subcontract price without further recourse to Buyer. Information on the site of the work and local conditions at such site furnished by



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Buyer in specifications, drawings or otherwise is not guaranteed by Buyer and is furnished only for the convenience of Subcontractor.

3.4 SHIPMENT SAFETY

Subcontractor shall ensure that all shipments made to the Hanford site in performance of this Subcontract are packaged and loaded for safe handling and unloading. Any person delivering to the Hanford site or to a Buyer-controlled facility should wear appropriate protective equipment and may be required by the Buyer to wear specific personal protective equipment (hand, eye, head or foot protection). Deliveries to the Hanford site or Buyer-controlled facility may be refused and/or unloading work stopped by any Buyer employee for unsafe conditions or practices. All Subcontractors are responsible for ensuring that they and all lower-tier subcontractors have the appropriate DOT certificates, paperwork, and signage.

3.5 STOP WORK – SUBCONTRACTOR FAILURE TO COMPLY

Upon failure of Subcontractor or its lower-tier Subcontractor(s) to comply with any of the requirements of this Subcontract, Buyer shall have the authority to stop any operations of Subcontractor or its lower-tier Subcontractors affected by such failure until such failure is remedied or to terminate this Subcontract. No part of the time lost due to any such stop work orders shall be made the subject of a claim for extension of time or for increased costs or damages by Subcontractor.

3.6 COUNTERFEIT FASTENERS AND COMPONENTS

Buyer reserves the right to question and/or require 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. Any items furnished as part of this Subcontract and which have been previously found by Buyer, the Department of Energy, or the Department of Commerce to be counterfeit or which are listed by the Department of Commerce to be suspect will be deemed, without more proof, to be subject to the above requirement of further proof or certification. Buyer also reserves the right to question the circumstances and make available a report of any such review to the Government. All costs associated with conducting inquiries into and reporting on fasteners and components determined to be counterfeit shall be recovered by Buyer from Subcontractor.

4.0 TIMING OF WORK

4.1 REPORTING AND COORDINATION

- A. During the performance of work, Subcontractor shall submit to Buyer periodic progress reports on the actual progress and updated schedules as may be required by this Subcontract or requested by Buyer. In the event Subcontractor's performance of the work is not in compliance with the schedule established for such performance, Buyer may, in writing, require the Subcontractor to submit its plan for schedule recovery, or specify in writing the steps to be taken to achieve compliance with such schedule, and/or exercise any other remedies under this Subcontract. Subcontractor



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shall thereupon take such steps as may be directed by Buyer or otherwise necessary to improve its progress without additional cost to Buyer.

- B. Subcontractor recognizes that Buyer, the Government, other Subcontractors and lower-tier Subcontractors may be working concurrently at the jobsite. Subcontractor agrees to cooperate with Buyer, the Government and other Subcontractors and lower-tier Subcontractors so that the project as a whole will progress with a minimum of delays. Buyer reserves the right to direct Subcontractor to schedule the order of performance of its work in such manner as not to interfere with the performance of others.
- C. If any part of Subcontractor's work is dependent upon the quality and/or completeness of work performed under another Subcontract, Subcontractor shall inspect such other work and promptly report to Buyer 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 Buyer shall constitute Subcontractor's acceptance of such other work as suitable to receive Subcontractor's work; provided however, that Subcontractor shall not be responsible for defects that could not have reasonably been detected.

4.2 OVERTIME

Unless expressly stated elsewhere in this Subcontract, work on the Hanford site shall be compatible with Buyer's starting and quitting times, or other times approved by Buyer. Buyer must approve scheduled overtime work by Subcontractor in advance and in writing. Subcontractor shall notify Buyer in advance of any incidental spot overtime that Subcontractor elects to work due to such operations as concrete placement, non-disruptable work activities and emergencies to protect life and/or property. Overtime work, whether scheduled or incidental, shall be to Subcontractor's account unless the compensation therefore is specifically authorized in writing by Buyer. In the event Buyer approves compensation of Subcontractor's overtime in advance, such compensation as separately authorized shall be limited to the actual cost to Subcontractor of the premium portion only of all applicable wages, craft fringe benefits, and payroll burdens imposed by any governmental authority and measured by the compensation payable to employees. To establish the amount of payment, Subcontractor shall submit supporting documents satisfactory in form and content to Buyer for its verification and approval.

4.3 DELAYS

- A. In the event Subcontractor or Buyer is delayed in performing any of their respective obligations in this Subcontract and such delay is caused by acts of God, war, riots, civil insurrection, acts of the public enemy, accidents, acts of civil or military authority, fires, floods, or earthquakes, beyond the reasonable control of the party delayed, such delay will be excused and the period of such delay will be added to the time for performance of the obligation delayed, unless the date, schedule or time period for performance of the obligation is expressly stated in this Subcontract to be guaranteed. In the event any delay due to the foregoing causes or events occurs or is anticipated, the party delayed or anticipating delay shall promptly notify the other party in writing of such delay or



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expected delay and the cause and estimated duration of such delay. In the event of a delay due to the foregoing causes or events, the party delayed shall, at no cost to the other party, exercise due diligence to shorten and avoid the delay and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay.

- B. Subcontractor shall, within five (5) working days of the commencement of any delay, give to Buyer written notice thereof and of the anticipated effects thereof. Within two (2) working days of the termination of any delay, Subcontractor shall file a written notice with Buyer specifying the actual duration of the delay. If Buyer determines that a delay was beyond the control and without the fault or negligence of Subcontractor, Buyer shall determine the duration of the delay and shall extend the time of performance of this Subcontract thereby.
- C. Subcontractor shall not be entitled to, and hereby expressly waives recovery of, any damages suffered by reason of delays of any nature, and extension of time shall constitute the sole liability of Buyer and Subcontractor's sole remedy for delays.

4.4 POSSESSION PRIOR TO COMPLETION

Buyer and/or the Government shall have the right to move into Subcontractor's working and storage areas and the right to take possession of or use any completed or partially completed part of Subcontractor's work as Buyer or the Government deem necessary for their operations. In the event Buyer or the Government desires to exercise the foregoing right, Buyer will so notify Subcontractor in writing. Such possession or use shall not constitute acceptance of Subcontractor's work.

4.5 NOTICE OF COMPLETION AND FINAL ACCEPTANCE

- A. When Subcontractor deems the work fully completed, including satisfactory completion of such inspections, tests, and documentation as are specified in this Subcontract (or in the release Scope of Work and/or testing and acceptance plan), Subcontractor shall, within ten (10) working days thereafter, give a written Notice of Completion of the work to Buyer, specifying the work completed and the date it was completed. Within thirty (30) calendar days after receipt of said Notice of Completion, Buyer may inspect the work and shall either reject the Notice of Completion 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.
- B. In the event Buyer rejects the Notice of Completion and specifies defective or uncompleted portions of the work, Subcontractor shall within five (5) working days, provide for Buyer review and approval, a schedule detailing when all defects will be corrected and/or the work will be completed and shall proceed to remedy such defective and uncompleted portions of the work. Thereafter, Subcontractor shall again give Buyer a written Notice of Completion of the work, 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



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thereafter until Buyer has given Subcontractor written Notice of Acceptance for purposes of final payment and final acceptance.

- C. Any failure by Buyer to inspect or to reject the work or to reject Subcontractor's Notice of Completion as set forth above, shall not be deemed to be acceptance of the work for any purpose by Buyer nor imply acceptance of, or agreement with, said Notice of Completion.

5.0 MATERIALS AND EQUIPMENT

5.1 PROTECTION OF MATERIALS, EQUIPMENT, AND WORK

Subcontractor shall at all times in accordance with the best practices and at no additional cost to Buyer, preserve and protect material and equipment used by Subcontractor in the execution of the work from damage or loss due to weather, fire, theft, unexplained disappearance or other similar casualty.

- A. Subcontractor shall at all times in accordance with the best practices and at no additional cost to Buyer, protect from damage due to Subcontractor's operations, equipment and materials (whether stored or installed), paving, structures and any and all other items on jobsite belonging to the Government, Buyer or others.
- B. Neither Buyer or the Government shall be responsible for any loss suffered by Subcontractor or damage to the work, or to materials, tools and equipment of Subcontractor or of any other Subcontractor, and Subcontractor assumes responsibility for any such loss or damage and for any cost of repairing, making good, or replacing any such loss or damage that may be directed by Buyer or the Government.

5.2 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

- A. The Subcontractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Subcontract. The Subcontractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Subcontract performance, or by the careless operation of equipment, or by workmen, the Subcontractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Buyer.
- B. The Subcontractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. The Subcontractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Subcontract or failure to exercise reasonable care in performing the work. If the Subcontractor fails or refuses to repair the



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damage promptly, the Buyer may have the necessary work performed and charge the cost to the Subcontractor.

5.3 USED OR RECONDITIONED EQUIPEMENT, RECYCLED “ENVIRONMENTALLY PREFERABLE” PRODUCTS

Used or reconditioned equipment, recycled materials, products made in whole or in part from recycled products and products that are generally known as "environmentally preferable" will be specially provided for in this Subcontract. Substitution of used, reconditioned equipment, recycled or “environmentally preferable” products will require prior approval of the Buyer.

6.0 LABOR AND WORK RULES

6.1 SUBCONTRACTOR'S PERSONNEL

- A. At all times during the course of the work, Subcontractor shall provide at the jobsite a qualified, competent and responsible supervisor who shall be satisfactory to Buyer. The supervisor shall have authority to represent Subcontractor and directions given to him shall be binding on Subcontractor. Upon Buyer written request, Subcontractor shall give the supervisor, in writing, complete authority to act on behalf of, and to bind Subcontractor in all matters pertaining to the work and this Subcontract. Subcontractor shall furnish Buyer a copy of the authorization. Subcontractor shall not transfer or remove any of its supervisory or key personnel from performance of work without the prior written approval of Buyer.
- B. Any employee of Subcontractor deemed by Buyer, in their sole judgment, to be objectionable shall be removed from the jobsite immediately upon Buyer request and shall be promptly replaced by Subcontractor at no extra expense to Buyer. Subcontractor shall nevertheless retain all authority and control over its employees, including responsibility for all costs arising from providing reasonable accommodations for its employees.
- C. If requested by Buyer, Subcontractor shall furnish it with the names and addresses of Subcontractor’s lower-tier Subcontractors, field employees of Subcontractor and its lower-tier Subcontractors, and others who have performed or are performing the work hereunder.

6.2 LABOR HARMONY

Subcontractor agrees that all labor employed by it, its agents, and/or lower-tier Subcontractors for work on the jobsites shall be in harmony with and be compatible with all other labor used by Buyer or other Subcontractors. Whenever Subcontractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the work, Subcontractor shall immediately give notice thereof including all relevant information to Buyer.



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6.3 WORK RULES

Subcontractor shall comply strictly with Buyer and the Government's rules governing the conduct of Subcontractor and Subcontractor's employees, agents, and Subcontractors at and about the jobsite. Subcontractor agrees that it shall ensure that its supervisory personnel, employees, agents, and Subcontractors at the jobsite comply strictly with such rules. Buyer reserves the right to, from time to time, revise any such rules and Subcontractor shall comply fully with such rules as revised in accordance with the foregoing provisions.

6.4 EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

The Subcontractor shall comply with the requirements of 29 CFR Part 471 specifically as set forth as Appendix A to Subpart A. <http://edocket.access.gpo.gov/2010/pdf/2010-11639.pdf>. This requirement applies to any Subcontract in excess of \$10,000.00 and is to be flowed down to any tier lower Subcontractor as well in excess of \$10,000.00. The required information posters are available at www.olms.dol.gov.

7.0 WORK CONDITIONS

7.1 CONTRACTUAL RELATIONSHIP

Subcontractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work. Subcontractor represents that at the time of submission of its proposal for performance of the work, it was properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed. Upon written request by Buyer, Subcontractor shall furnish to it such evidence as Buyer may require relating to the Subcontractor's ability to fully perform this Subcontract. Nothing contained in this Subcontract or any other Subcontract awarded by Subcontractor shall create any contractual relationship between any Subcontractor and Buyer or the Government.

Subcontractor agrees that Subcontractor is an independent Subcontractor and an employer subject to all applicable unemployment compensation, occupational safety and health, workers' compensation, or similar statutes so as to relieve Buyer of any responsibility or liability for treating Subcontractor's employees as employees of Buyer for the purpose of their safety or of keeping records, making reports or paying of any payroll taxes or contribution; and Subcontractor agrees to defend, indemnify and hold Buyer harmless and reimburse it for any expense or liability incurred under said statutes in connection with employees of Subcontractor, including a sum equal to any unemployment benefits paid to those who were Subcontractor's employees, where such benefit payments are charged to Buyer under any merit plan or to Buyer reserve account pursuant to any statute. The Subcontractor further agrees, as regards the items set forth below and for work under this Subcontract, that it will keep and have available all necessary records and make all payments, reports, collections and deductions and otherwise do any and all things so as to fully comply with all federal, state and local laws, ordinances and regulations as they affect performance of this Subcontract, so as to



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fully relieve and protect Buyer and the Government from any and all responsibility or liability therefore or in regard thereto: (1) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment; (2) the hire, tenure or conditions of employment of employees and their hours or work and rates of the payment of their work, and (3) the keeping of records, making of reports, and the payment, collection and/or deduction of federal, state, commonwealth and local taxes, contributions, pension funds, welfare funds or similar assessments.

7.2 SUBCONTRACTS AND PURCHASE ORDERS

- A. Subcontractor shall not subcontract any on-site work and/or any significant aspects of off-site Subcontract performance without first identifying the proposed Subcontractor and Subcontract scope to Buyer. When requested by Buyer, Subcontractor shall furnish Buyer a copy of the proposed Subcontract demonstrating that all appropriate flow-down provisions and requirements are included and will be met. Buyer reserves the right to reject any proposed Subcontract or Subcontractor as incomplete or unsuitable. Failure of Subcontractor to notify Buyer in advance of Subcontracting may be considered a material breach of these Subcontract terms.
- B. Subcontractor is responsible for Subcontract performance and performance of its lower-tier Subcontractors regardless of having notified Buyer of the intent to Subcontract. On request of Buyer, any Subcontractor not performing in accordance with the terms of this Subcontract shall be replaced at no additional cost to Buyer and shall not be employed again on the work.
- C. Subcontractor shall include a provision in every Subcontract authorizing assignment of such Subcontract to Buyer or the Government without requiring consent from such Subcontractor or supplier
- D. As used in clause "A" above, the term "Subcontract" shall also include purchase orders and rental agreements for materials or equipment, and the term "Subcontractor" shall also include vendors or suppliers of such material or equipment when significant to Subcontract performance.

7.3 PERMITS AND LICENSES

Subcontractor shall promptly apply for and procure without additional compensation all permits (except for such permits as may be specifically set forth as Buyer responsibility elsewhere in this Subcontract), certificates and licenses required by governmental authorities having jurisdiction over the work, Subcontractor or the location of the work.

7.4 INDEPENDENT CONTRACTOR

By accepting this Subcontract, Subcontractor certifies that it is acting as an independent contractor with responsibility for and control over the details and means for performing the work, provided that Subcontractor is in compliance with the terms of this Subcontract. Anything in this Subcontract, which may appear to give Buyer the



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right to direct Subcontractor as to the details of the performance of the work or to exercise a measure of control over the Subcontractor, shall mean that the Subcontractor shall follow the desires of the Buyer only as to the intended results of the work. Nothing in this Subcontract shall be deemed to represent that Subcontractor or any of the Subcontractor's employees or agents, are the agents, representatives or employees of Buyer or the Government.

7.5 UNCLASSIFIED COMPUTER SECURITY REQUIREMENTS

When made available by the Buyer as part of this Subcontract, Buyer's telecommunications and computer systems may be used only in performance of this Subcontract. Subcontractor will ensure that personnel who are allowed access to the Hanford Local Area Network (HLAN) understand and comply with Buyer's Computer Access and data security rules. Foreign Nationals may not be granted access until cleared by the Foreign National Visits and Assignments office.

When authorized to connect Subcontractor owned computers to HLAN, Subcontractor will:

1. Identify a single contact responsible for coordinating appropriate controls with the Project Hanford Management Subcontract (MSC) Computer Protection Program Manager (CPPM).
2. Obtain approval from the CPPM prior to making any connections
3. Ensure that any computer connected to the HLAN must be physically separated from any other network by Buyer approved means
4. Allow Buyer unrestricted access to those computers for periodic inspection and to verify that all "data in all forms" is erased prior to final payment on the Subcontract (41 CFR 109-43).

7.6 CONFIDENTIAL AND CONTROLLED-USE INFORMATION

- A. Confidential and Controlled-Use Information obtained by Subcontractor from Buyer or the Government in connection with this Subcontract shall be held in confidence by Subcontractor and shall not be disclosed to third parties or used by Subcontractor for any purpose other than for the performance of this Subcontract or as authorized in writing by Buyer.
- B. This information, which can include controlled-use (documents marked Official Use Only (OUO), Classified, Unclassified Controlled Nuclear Information (UCNI), Export-Controlled Information (ECI), and Naval Nuclear Propulsion Information (NNPI)), designs, drawings, technical experience, software, processing systems, databases, financial, intellectual property, trade secrets, customers, vendors, personnel records, research, development, inventions, plans, manufacturing, engineering, accounting, bid data, sales, marketing, Subcontract terms, and any information generated pursuant to work performed in accordance with the Subcontract (collectively, Confidential Information), constitutes a commercial



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asset or information relating to national security of considerable value to Buyer and the Government.

- C. Subcontractor shall use such confidential information only for the purpose of performing work in accordance with the Subcontract. Confidential Information may only be released on a need to know basis to employees and Subcontractors who agree to safeguard the information. Subcontractor shall make all reasonable efforts to ensure its employees and lower-tier Subcontractors, maintain such confidential information in strictest confidence. Subcontractor may not disclose Confidential Information to any other person (including the media for purposes of publicity), partnership, venture, firm, government, or corporation without the express written consent of Buyer or the Government, as appropriate.
- D. All Confidential Information furnished by Buyer or the Government, or documentation developed by Subcontractor in performance of this Subcontract shall remain Buyer's property. Upon completion of work, Subcontractor shall either destroy or return such documentation and any other confidential information reduced to tangible or electronic form, including copies thereof, to Buyer unless Buyer consents otherwise.
- E. Nothing contained in the Subcontract, or in any disclaimer made by Buyer or the Government, shall be construed to grant Subcontractor any license or other rights in or to disclose 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.
- F. In the event that work performed by Subcontractor in accordance with the Subcontract involves the collection or generation of data on persons or associations, Subcontractor shall maintain strict confidentiality of records in accordance with the laws of the State of Washington; the Privacy Act of 1974 (5 U.S.C. 552a); provisions of the Fair Credit Reporting Act (15 U.S.C. 1681); and other applicable federal and state agency regulations. Violations of these statutes may result in criminal penalties.

7.7 PUBLICITY

Subcontractor shall not make news releases, publicize or issue advertising pertaining to the work or this Subcontract without first obtaining the written approval of Buyer.

8.0 CHANGES

8.1 CHANGES

- A. The scope of work shall be subject to change by additions, deletions, or revisions thereto by Buyer. Subcontractor will be notified of such changes by receipt of additional and/or revised drawings, specifications, exhibits or other written notification.



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- B. Subcontractor shall submit to Buyer within ten (10) working days after receipt of notice of a change, a detailed takeoff with supporting calculations and pricing for the change together with any requested adjustments in the schedule. The pricing shall be itemized as required by Buyer and shall be in sufficient detail to permit an analysis of all labor, material and equipment and shall cover all work involved in the change, whether such work was deleted, added or modified. Amounts related to Subcontracts shall be supported in similar detail. In addition, if the proposal includes a time extension, justification therefore shall also be furnished.
- C. Subcontractor shall not perform changes in the work in accordance with clauses 8.1-A and 8.1-B until Buyer has approved in writing the pricing for the change and any adjustment in the schedule for performance of the work, except as set forth in clause 8.1-D. Upon receiving such written approval from Buyer, Subcontractor shall diligently perform the change in strict accordance with this Subcontract.
- D. Notwithstanding clause 8.1-C Buyer may expressly authorize Subcontractor in writing to perform the change prior to such approval by Buyer. Subcontractor shall not suspend performance of this Subcontract during the review and negotiation of any change, except as may be directed by Buyer pursuant to clause 8.2, "Suspension of Work." In the event Buyer and Subcontractor are unable to reach timely agreement regarding any change, Subcontractor shall then comply with clause 13.13, "Claims and Disputes."
- E. Subcontractor shall not comply with oral changes in the work. If Subcontractor believes that any oral notice or instruction received from Buyer will involve a change in the cost, time to perform or integrity of work, it shall require that the notice or instruction be given in writing and shall comply with the provisions of clauses 8.1-B, 8.1-C, and 8.1-D. Any costs incurred by Subcontractor to perform oral changes shall be for Subcontractor's account, and Subcontractor waives any and all rights to claim from Buyer for such costs or additional time to perform the work as a result of compliance by Subcontractor with such oral changes.

8.2 SUSPENSION OF WORK

- A. Buyer may at any time, and from time to time, by written notice to Subcontractor suspend further performance of all or any portion of the work by Subcontractor. Said notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Such suspensions shall not exceed one hundred eighty (180) consecutive calendar days each nor aggregate more than two hundred seventy (270) calendar days. Upon receiving any such notice of suspension, 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 Subcontractor has on hand for performance of the work. Upon the request of Buyer, Subcontractor shall promptly deliver to Buyer copies of outstanding Subcontracts of Subcontractor, and shall take such action relative to such Subcontracts as may be directed by Buyer. Subcontractor shall use its best efforts to utilize its material, labor and equipment in such a manner as to mitigate costs associated with suspension. Buyer may at any time withdraw the



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suspension of performance of the work as to all or part of the suspended work by written notice to Subcontractor specifying the effective date and scope of withdrawal, and Subcontractor shall resume diligent performance of the work for which the suspension is withdrawn on the specified effective date of withdrawal.

- B. If Subcontractor believes that any such suspension or withdrawal of suspension justifies modification of the Subcontract price or time of completion, Subcontractor shall comply with the provisions of the procedure set forth in Clause 8.1, "Changes." Subcontractor shall not be entitled to any prospective profits or any damages because of such suspension or withdrawals of suspension.

9.0 INVOICING AND PAYMENTS

9.1 BONDS

If requested by the Buyer, Subcontractor shall obtain payment and performance bonds, each in an amount equal to 100% of the Subcontract price. The bonds shall be written on forms satisfactory to Buyer. Subcontractor's sureties shall be only those approved by the Department of Treasury, as indicated in Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies." Subcontractor is responsible for paying their own bonds.

9.2 BACKCHARGES

Costs sustained by Buyer as a result of (1) Subcontractor's non-compliance with any law, ordinance, regulation, rule or order, or this Subcontract, including its Safety provisions; (2) delays to Subcontract performance attributable to unsatisfactory Subcontractor performance; or (3) damage to or loss of property (including the property of Buyer or the Government) resulting from any acts or omissions of Subcontractor or its lower-tier Subcontractors, shall be backcharged to the Subcontractor. Backcharges may include, but are not limited to, costs of labor, material, or equipment; taxes, levies, duties and assessments; and markups for indirect costs, overhead, supervision, and administration. Such backcharges shall offset payments due Subcontractor from pending invoices and if such backcharges exceed invoiced amounts, such backcharges will be invoiced by Buyer to Subcontractor, such backcharges payable within 30 days.

9.3 LIENS

- A. To the full extent permitted by applicable law, Subcontractor hereby waives and releases any and all rights of material men or mechanics' liens and similar rights for payment for services, labor, equipment, or materials furnished by Subcontractor in performance of the work and granted by law to persons supplying materials, equipment, services and other things of value to approve or modify land or structures hereon, which Subcontractor may have against the Government's premises, property belonging to Buyer or the Government, or to either of them, or funds payable by the Government to Buyer.
- B. Subcontractor shall at all times promptly pay for all services, materials, equipment and labor used or furnished by Subcontractor in the performance of the work under



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this Subcontract and shall, to the fullest extent allowed by law, at its expense keep the Government's premises and all property belonging to Buyer and the Government, or to either of them, free and clear of any and all of the above mentioned liens and rights of lien arising out of services, labor, equipment or materials furnished by Subcontractor or its employees, materialmen or Subcontractors in the performance of the work. If Subcontractor fails to release and discharge any lien or threatened lien against the Government's premises or the property of Buyer and the Government, or of either of them, arising out of performance of the work within five (5) working days after receipt of written notice from Buyer to remove such claim of lien or otherwise deal with the lien claimant, and Subcontractor shall pay Buyer any and all costs and expenses of Buyer in so doing, including reasonable attorney's fees incurred by Buyer.

9.4 RIGHT TO OFFSET

Buyer, without waiver or limitation of any rights or remedies of Buyer, shall be entitled from time to time to deduct from any amounts due or owing by Buyer to Subcontractor in connection with this Subcontract (or any other Subcontract with Buyer), any and all amounts owed by Subcontractor to Buyer or the Government in connection with this Subcontract.

9.5 FINAL PAYMENT CERTIFICATION AND RELEASE

Buyer shall not be obligated to make final payment to Subcontractor until Subcontractor has delivered to Buyer a certificate and release satisfactory to Buyer that Subcontractor has fully performed under this Subcontract and that all claims of Subcontractor for the work are satisfied upon the making of such final payment, that no property of the Government or property used in connection with the work is subject to any unsatisfied lien or claim as a result of the performance of the work, that all rights of lien against the Government's property in connection with the work are released (including without limitation, if Buyer requests, releases of lien satisfactory in form to Buyer executed by all persons who by reason of furnishing material, labor or other services to Subcontractor for the work or potential lienors against the Governments property), and that Subcontractor has paid in full all outstanding obligations against the work.

9.6 TAXES

The Subcontractor shall not assess and collect Washington State sales or use tax from the Buyer for materials with respect to this Subcontract. The Buyer, Mission Support Alliance, LLC (Washington State UBI Number 602-931-756), is in possession of a DIRECT PAY PERMIT (number 80) issued by Washington State Department of Revenue, effective August 1, 2013 through July 31, 2017, and shall pay a use tax attributable to materials used in performing work under this Subcontract. A copy is available from the Buyer upon request. All other Federal, state, county, municipal or other sales, use, excise or similar taxes must be included in the Subcontract amount. If the Subcontractor, as a result of this Subcontract 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. Note that labor charges for construction and demolition services, which



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are applied to real property owned by the U.S. Department of Energy, are exempt from sales and use tax.

9.7 INTEREST PAYMENT

No interest is payable to Subcontractor for any claim it may have, except that specifically imposed by a court of competent jurisdiction on any judgment (and then only from the date of the entry of judgment).

9.8 INVOICING

- A. Subcontractor shall prepare all invoices in a form satisfactory to and approved by Buyer. Except to the extent expressly stated elsewhere in this Subcontract, the Subcontract price shall be payable thirty (30) calendar days after receipt by Buyer of a proper invoice. All unit pricing, and payments made, shall be in U.S. dollars only, in the forms of cash, check or electronic transfer as may be agreed upon.
- B. As a minimum, the invoice shall clearly identify the invoice number, Subcontract, release and/or item number(s) for which payment is being requested, and contain a corresponding description of each item billed, and amount being billed. Submittal of an invoice constitutes Subcontractor's certification that the materials, work and/or services have been delivered and are in accordance with all terms of the Subcontract.
- C. At Buyer's request Subcontractor shall furnish evidence, satisfactory to Buyer, that all labor and materials furnished and equipment used during the period covered by any invoice has been paid for in full and that the work is not subject to liens or claims on account thereof. Buyer may withhold payment of invoices until Subcontractor furnishes such evidence.
- D. In the event an invoice is submitted, in accordance with Subcontract terms, for work accomplished on a reimbursable or unit price/unit rate basis, it shall be accompanied by documentation supporting each element of measurement and/or cost. The final invoice shall be submitted for payment after completion and acceptance of work by Buyer and compliance by Subcontractor with all terms of this Subcontract. It shall be supported by a written acceptance of the work signed by Buyer, and a certification and release.
- E. Any invoice submitted, which fails to comply with the terms of this Subcontract, including the requirements of form and documentation, may be returned to Subcontractor. Any costs associated with the resubmission of a proper invoice shall be to Subcontractor's account. Final payment shall not relieve Subcontractor of any obligation under Subcontract guarantees.

10.0 WARRANTY

- A. Subcontractor warrants that the work shall comply strictly with the provisions of this Subcontract and all specifications, drawings and standards referred to in this Subcontract or thereafter furnished by Buyer, and that the work shall be first-class in every particular and free from defects in materials and workmanship and in any design or engineering furnished by Subcontractor. Subcontractor further warrants that all materials, equipment and



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supplies furnished by Subcontractor for the work shall be new, merchantable, of the most suitable grade and fit for their intended purposes unless specifically provided in this Subcontract. Without limitation of any other rights or remedies of Buyer, if any defect in the work in violation of the foregoing warranties arises within the period set forth below, Subcontractor shall, upon receipt of written notice of such defect, promptly furnish, at no cost to Buyer, design and engineering, labor, equipment and materials necessary to correct such defect and cause the work to comply fully with the foregoing warranties.

- B. Subcontractor's warranties set forth in clause 10.0-A shall extend for twenty-four (24) months after the date of final written acceptance of the work by Buyer, or eighteen (18) months after the start of regular operation or use of the work by Buyer, whichever occurs first. Any period wherein the work is not available for use due to defects in materials, workmanship or engineering furnished by Subcontractor shall extend the warranty period by an equal period of time.
- C. Design and engineering, labor, equipment and materials furnished by Subcontractor pursuant to clause 10.0-A to correct defects shall be warranted by Subcontractor in accordance with the warranties set forth in clause 10.0-A for a period of eighteen (18) months from the date of completion of the correction, or for the remainder of the warranty period set forth in clause 10.0-B above, whichever is longer.
- D. In the event Subcontractor shall have been notified of any defects in the work in violation of Subcontractor's foregoing warranties and shall fail to promptly and adequately correct such defects, Buyer shall have the right to correct or to have such defects corrected for the account of Subcontractor, and Subcontractor shall promptly pay Buyer the costs incurred in correcting such defects.
- E. Subcontractor shall include, at a minimum, the foregoing warranty requirements in any Subcontract that it places.

11.0 INDEMNITY

11.1 INDEMNITY

Subcontractor agrees to defend, indemnify, and hold harmless 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 Subcontractor's actual or asserted failure to comply with any law, ordinance, regulation, rule or order, or with this Subcontract. This Clause 11.1 includes, but is not limited to, fines or penalties by Government authorities and claims arising from Subcontractor's actual or asserted failure to pay taxes.
- B. Any claim, demand, cause of action, liability, loss or expense 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



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construction facilities, furnished by Subcontractor or its lower-tier Subcontractors in performance of the work. Should any goods or services provided by Subcontractor become, or appear likely to become, the subject of a claim of infringement of a patent, copyright or other property right, Subcontractor shall, at Buyer's option, either procure for 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, loss or expense arising from injury to or death of persons (including employees of Buyer, the Government, Subcontractor and Subcontractor's lower-tier Subcontractors) or from damage to or loss of property (including the property of Buyer or the Government) arising directly or indirectly out of this Subcontract or out of any acts or omissions of Subcontractor or its lower-tier Subcontractors in accordance with the State of Washington Comparative Fault Statute (RCW 4.22). Subcontractor's defense and indemnity obligations hereunder include claims and damages arising from non-delegable duties of Buyer or arising from use by Subcontractor of construction equipment, tools, scaffolding, or facilities furnished to Subcontractor by Buyer or the Government.
- D. Any claim, demand, cause of action, liability, loss or expense for actual or alleged contamination, pollution, or public or private nuisance, arising directly or indirectly out of this Subcontract or out of any acts or omissions of Subcontractor, or its lower-tier Subcontractors.
- E. Subcontractor's indemnity obligations shall apply regardless of whether the party to be indemnified was concurrently negligent, whether actively or passively, excepting only where the injury, loss, or damage was caused solely by the negligence or willful misconduct of, or by defects in design furnished by, the party to be indemnified. Subcontractor's defense and indemnity obligations shall include the duty to reimburse any attorney's fees and expenses incurred by Buyer or the Government for legal action to enforce 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 Subcontractor or its lower-tier Subcontractors, the indemnity obligations created under this Clause, shall not be limited by the fact of, amount, or type of benefits or compensation, payable by or for Subcontractor, its lower-tier Subcontractors or suppliers under any workers compensation, disability benefits, or other employee benefits acts or regulations, and Subcontractor waives any limitation of liability arising from workers' compensation or such other acts or regulations.
- H. Buyer shall be entitled to retain from payments otherwise due Subcontractor such amounts as shall reasonably be considered necessary to satisfy any claims, suits or



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liens for damages that fall within Subcontractor's indemnity obligations under this Clause, until such claims, suits or liens have been settled and satisfactory evidence to that effect has been furnished to Buyer.

11.2 NUCLEAR SAFETY AND INDEMNITY

The provisions of 48 CFR 952.250-70, *Nuclear Hazards Indemnity Agreement*, are incorporated by reference into these terms and conditions for the delivery of any product or service that has nuclear safety implications. Subcontractor shall flow down these provisions to all Subcontractors and suppliers unless expressly waived in writing by Buyer.

Subcontractor will be indemnified by the U.S. Department of Energy (DOE) against (1) claims for public liability, and (2) legal costs arising from any nuclear incident under the provisions of 48 CFR 952.250-70. However, 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 Subcontractor and its lower-tier Subcontractors and suppliers that are indemnified are subject to criminal penalties for knowing and willful violations.

12.0 TERMINATION

12.1 TERMINATION FOR DEFAULT

- A. The Buyer may, subject to clauses 12.1-C and 12.1-D below, by written notice of default to the Subcontractor, terminate this Subcontract in whole or in part if the Subcontractor fails to—
 1. Deliver the supplies or to perform the services within the time specified in this Subcontract or any extension;
 2. Make progress, so as to endanger performance of this Subcontract; or
 3. Perform any of the other provisions of this Subcontract.
- B. The Buyer's right to terminate this Subcontract under clauses 12.1-A 1 and 2 above, may be exercised if the Subcontractor does not cure such failure within 10 days (or more if authorized in writing by Buyer) after receipt of the notice from Buyer specifying the failure.
- C. If Buyer terminates this Subcontract in whole or in part, it may acquire, under the terms and in the manner Buyer considers appropriate, supplies or services similar to those terminated, and the Subcontractor will be liable to Buyer for any excess costs for those supplies or services. However, the Subcontractor shall continue the work not terminated.
- D. Except for defaults of Subcontractors at any tier, the Subcontractor shall not be liable for any excess costs if the failure to perform the Subcontract arises from causes beyond the control and without the fault or negligence of the Subcontractor.



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Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor.

- E. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is beyond the control of both the Subcontractor and lower-tier Subcontractor, and without the fault or negligence of either, the Subcontractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Subcontractor to meet the required delivery schedule.
- F. If this Subcontract is terminated for default, Buyer may require the Subcontractor to transfer title and deliver to the Government, as directed by Buyer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Subcontract rights (collectively referred to as “manufacturing materials” in this Clause) that the Subcontractor has specifically produced or acquired for the terminated portion of this Subcontract. Upon direction of Buyer, the Subcontractor shall also protect and preserve property in its possession in which the Government has an interest.
- G. The Buyer shall pay Subcontract price for completed supplies delivered and accepted. The Subcontractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes Clause. Buyer may withhold from these amounts any sum Buyer determines to be necessary to protect Buyer and the Government against loss because of outstanding liens or claims of former lien holders.
- H. If, after termination, it is determined that the Subcontractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Buyer.
- I. The rights and remedies of Buyer in this Clause are in addition to any other rights and remedies provided by law or under this Subcontract.

12.2 TERMINATION FOR CONVENIENCE

- A. Buyer may terminate performance of work under this Subcontract in whole or, from time to time, in part if Buyer determines that a termination is in Buyer’s interest. Buyer shall terminate by delivering to the Subcontractor a Notice of Termination specifying the extent of termination and the effective date.
- B. After receipt of a Notice of Termination, and except as directed by Buyer, the Subcontractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Clause:
 - 1. Stop work as specified in the notice.



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2. Place no further Subcontracts or orders (also referred to as Subcontracts in this Clause) for materials, services, or facilities, except as necessary to complete the continued portion of the Subcontract.
 3. Terminate all Subcontracts to the extent they relate to the work terminated.
 4. Assign to the Government, as directed by Buyer, all right, title, and interest of the Subcontractor under the Subcontracts terminated, in which case Buyer shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 5. With approval or ratification to the extent required by Buyer, settle all outstanding liabilities and termination settlement proposals arising from the termination of Subcontracts; the approval or ratification will be final for purposes of this Clause.
 6. As directed by Buyer, transfer title to the Government and deliver to Buyer (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated and (2) the completed or partially completed plans, drawings, information, and other property that, if the Subcontract had been completed, would be required to be furnished to Buyer.
 7. Complete performance of the work not terminated.
 8. Take any action that may be necessary, or that Buyer may direct, for the protection and preservation of the property related to this Subcontract that is in the possession of the Subcontractor and in which the Government has or may acquire an interest.
 9. Use its best efforts to sell, as directed or authorized by Buyer, any property of the types referred to in clause 12.2-B.6 above; provided, however, that the Subcontractor (1) is not required to extend credit to any purchaser and (2) may acquire the property under the conditions prescribed by, and at prices approved by, Buyer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Buyer under this Subcontract, credited to the price or cost of the work, or paid in any other manner directed by Buyer.
- C. After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Subcontractor may submit to Buyer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by Buyer. The Subcontractor may request Buyer to remove those items or enter into an agreement for their storage. Within 15 days, Buyer will accept title for and on behalf of the Government to those items and remove them or enter into a storage agreement. Buyer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.



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- D. After termination, the Subcontractor shall submit a final termination settlement proposal to Buyer in the form and with the certification prescribed by Buyer. The Subcontractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by Buyer upon written request of the Subcontractor within this 1-year period. However, if Buyer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If Subcontractor fails to submit the proposal within the time allowed, Buyer may determine, on the basis of information available, the amount, if any, due the Subcontractor because of the termination and shall pay the amount determined.
- E. Subject to clause D. above, the Subcontractor and Buyer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this clause E. or clause F. below, exclusive of costs shown in clause F. 3. below, may not exceed the total Subcontract price as reduced by (1) the amount of payments previously made and (2) the Subcontract price of work not terminated. The Subcontract shall be amended, and the Subcontractor paid the agreed amount. Clause F. below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this clause.
- F. If the Subcontractor and Buyer fail to agree on the whole amount to be paid because of the termination of work, Buyer shall pay the Subcontractor the amounts determined by Buyer as follows, but without duplication of any amounts agreed on under clause E above.
1. The Subcontract price for completed supplies or services accepted by Buyer (or sold or acquired under clause B.9. above) not previously paid for, adjusted for any saving of freight and other charges.
 2. The total of:
 - a. The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under clause 1 above.
 - b. The cost of settling and paying termination settlement proposals under terminated Subcontracts that are properly chargeable to the terminated portion of the Subcontract if not included in clause F.2. a. above; and
 - c. A sum, as profit on clause F.2. a. above, determined by Buyer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this Subcontract, to be fair and reasonable; however, if it appears that the Subcontractor would have sustained a loss on the entire Subcontract had it been completed, Buyer shall allow no



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profit under this clause F.2.c. and shall reduce the settlement to reflect the indicated rate of loss.

3. The reasonable costs of settlement of the work terminated, including:
 - a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - b. The termination and settlement of Subcontracts (excluding the amounts of such settlements); and
 - c. Storage, transportation, and other cost incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- G. Except for normal spoilage, and except to the extent that Buyer expressly assumed the risk of loss, Buyer shall exclude from the amounts payable to the Subcontractor under clause F. above, the fair value, as determined by Buyer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to Buyer.
- H. The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this Subcontract, shall govern all costs claimed, agreed to, or determined under this Clause.
- I. If Buyer has made a determination of the amount due under clauses D., F., or K., Buyer shall pay the Subcontractor the amount determined by Buyer.
- J. In arriving at the amount due Buyer under this Clause, there shall be deducted –
 1. All unliquidated advance or other payments to the Subcontractor under the terminated portion of this Subcontract;
 2. Any claim which Buyer has against the Subcontractor under this Subcontract; and
 3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Subcontractor or sold under the provisions of this Clause and not recovered by or credited to Buyer.
- K. If the termination is partial, the Subcontractor may file a proposal with Buyer for an equitable adjustment of the price(s) of the continued portion of the Subcontract. Any proposal by the Subcontractor for an equitable adjustment under this Clause shall be requested within 90 days from the effective date of termination unless extended in writing by Buyer.
 1. Buyer may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Subcontractor for



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the terminated portion of the Subcontract, if Buyer believes the total of these payments will not exceed the amount to which the Subcontractor may be entitled.

2. If the total payments exceed the amount finally determined to be due, the Subcontractor shall repay the excess to Buyer upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Subcontractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Subcontractor's termination settlement proposal because of the retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by Buyer because of the circumstances.
- L. Unless otherwise provided in this Subcontract or by statute, the Subcontractor shall maintain all records and documents relating to the terminated portion of this Subcontract for 3 years after final settlement. This includes all books and other evidence bearing on the Subcontractor's costs and expenses under this Subcontract. The Subcontractor shall make these records and documents available to Buyer, or the Government at the Subcontractor's office, at all reasonable times, without any direct charge. If approved by Buyer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

13.0 LAWS AND REGULATIONS

13.1 ARBITRATION OPTION

In the event that Buyer is required to arbitrate a dispute with a third party, which dispute arises out of or is directly related to this Subcontract, Subcontractor agrees to join in such arbitration proceeding as 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.

13.2 VALIDITY OF PROVISIONS

In the event any clause, or any part or portion of any clause of this Subcontract shall be held invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that clause, or any other clause hereof.

13.3 WAIVER

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 Buyer shall be valid unless such waiver is in writing, signed by Buyer, supported by consideration and specifies the extent and nature of the rights or benefits being waived.



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13.4 GRATUITIES

- A. Subcontractor, its employees, agents or representatives shall not offer or give to an officer, official or employee of 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.
- B. Violation of this Clause may be deemed by Buyer to be a material breach of this Subcontract and any other Subcontract with Buyer and subject all Subcontracts with Subcontractor to Termination for Default, as well as any other remedies at law or in equity.

13.5 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.

13.6 SURVIVAL

The provisions of this Subcontract which by their nature are intended to survive the termination, cancellation, completion or expiration of this Subcontract shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

13.7 TRIAL

Subcontractor hereby knowingly, voluntarily and intentionally waives (to the extent permitted by applicable law) any right it may have to a trial by jury of any dispute arising under or relating in any way to this Subcontract and agrees that any such dispute may, at Buyer's option, be tried before a judge sitting without a jury.

13.8 IMPLEMENTATION OF SECTION 3161 POLICY ON WORKFORCE RESTRUCTURING

- A. Pursuant to the requirements of Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Pub. L. 102-484) preference is to be provided to displaced Subcontractor employees whose eligibility is defined in the DOE guidelines on work force restructuring or the site work force restructuring plan, including lower tier Subcontractor employees, for work at the Hanford Site in accordance with the following unless modified by final Section 3161 guidance issued by DOE. The Subcontractor shall:
 - 1. Require Subcontractors and sub-tier Subcontractors offering or bidding to perform a work activity to provide hiring preference, to the extent practicable, in filling vacancies to displaced employees who meet the eligibility criteria contained in the DOE's Work Force Restructuring Guidelines and who are qualified for the prospective work or, through further retraining, can become qualified within the time frames and dollar amounts provided for in the guidelines (displaced workers with the hiring preference are listed on the



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Department's Job Opportunity Bulletin Board System {JOBBS} along with their qualifications); consistent with applicable law or employment seniority plans or practices of the DOE, with Section 3152 of the National Defense Authorization Act for Fiscal Years 1990 and 1991, and with the terms of any legally enforceable affirmative action plan.

2. Provide, or through its Subcontractors provide, the training contemplated by clause 13.8-A.1. above; and
 3. Discuss with affected unions or Subcontractors and bargain where required by law regarding the implementation of the hiring preference provided by clause 13.8-A.1. above.
- B. The Subcontractor and any lower tier Subcontractor subject to clause 13.8-A.1. above shall negotiate with affected unions to implement the hiring preference. This includes if necessary, special agreements for allocation of work or arrangements for exceptions to internal union rules that might otherwise be obstacles to implementation of the hiring preference, consistent with the Departmental guidance regarding Section 3161.
- C. The Subcontractor and any Subcontractor shall comply with plans issued by DOE pursuant to Section 3161.
- D. Nothing in this Clause shall be construed to excuse the Subcontractor or any Subcontractor from compliance with the requirements of any applicable law.
- E. Nothing in this Clause is intended to create rights in third parties or persons.

13.9 IMMIGRATION REFORM AND CONTROL ACT COMPLIANCE

- A. If the work to be performed under this Subcontract calls for the Subcontractor to provide workers to Buyer and the Subcontractor (1) operates as an independent business offering to the general public to provide workers for the performance of services and (2) provides direct compensation to the workers supplied to Buyer, this Clause shall be applicable.
- B. Subcontractor specifically agrees that it is the employer of personnel performing work under this Subcontract and that it shall comply with all requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to in this Clause as IRCA, including but not limited to verification of the employment eligibility and identity of such personnel. Subcontractor further agrees that it shall indemnify and hold Buyer and the Government harmless against any and all liability, loss or damage which Buyer may suffer as a result of claims, demands, costs or judgments against it arising out of Subcontractor's providing personnel under this Subcontract in violation of the requirements of the IRCA.

13.10 TOXIC SUBSTANCES CONTROL ACT

Subcontractor warrants that each and every chemical substance delivered under this Subcontract, if any, shall, at the time of sale, transfer or delivery, be on the list of chemical



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substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section 2607(b) of the Toxic Substances Control Act (15 U.S.C. 2601-2629).

13.13 CLAIMS AND DISPUTES

- A. All claims and disputes arising under or relating to this Subcontract shall be resolved under this Clause.
- B. "Claim," as used in this Clause, means a written demand or written assertion by one of the Subcontracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Subcontract terms, or other relief arising under or relating to this Subcontract.
 1. The following process is to be used if the Subcontractor believes they have a claim:
 - a. Subcontractor shall give Buyer written notice within five (5) working days after the happening of any event which Subcontractor believes may give rise to a claim by Subcontractor for additional time or money. Within ten (10) working days after the happening of such event, Subcontractor shall supply Buyer with a statement supporting Subcontractor's claim, including but not limited to, Subcontractor's detailed estimate of the change in Subcontract price and scheduled time occasioned thereby.
 - b. Subcontractor shall substantiate its claim with payroll documents, paid invoices, receipts, records of performance, and other documents satisfactory to Buyer and subject to its verification. Neither Buyer nor the Government shall be liable for, and Subcontractor hereby waives, any claim or potential claim of Subcontractor, which was not reported by Subcontractor in accordance with the provisions of this clause. The parties shall negotiate diligently to reach an agreement, but in no case, except with Buyer prior written consent, shall any work be halted pending such agreement, whether or not the claim can be resolved to Subcontractor's satisfaction, and Subcontractor shall be bound by the terms and conditions of this Subcontract to prosecute the work without delay to its successful completion. Buyer shall not be bound to any adjustments in the Subcontract price or scheduled time unless expressly agreed to by Buyer in writing. No claim hereunder by Subcontractor shall be allowed if asserted after final payment under this Subcontract. Subcontractor's remedies are limited to those expressly set forth in this Subcontract.
 - c. If after good faith efforts, the claim is not resolved, the Subcontractor may proceed to clauses C – F directly below.
- C. A claim by the Subcontractor shall be submitted in writing to the Contract Specialist for a decision within 6 years after accrual of the claim, unless the Subcontracting



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parties agreed to a shorter time period (See clause B.1 a and b above for the time period). A claim by the Buyer against the Subcontractor shall be subject to a written decision by the Contract Specialist.

1. The Subcontractor shall provide the certification specified in clause C.3. and 4. of this clause when submitting any claim.
 2. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 3. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Subcontract adjustment for which the Subcontractor believes the Buyer is liable; and that I am duly authorized to certify the claim on behalf of the Subcontractor."
 4. The certification may be executed by any person duly authorized to bind the Subcontractor with respect to the claim.
- D. The Buyer's decision shall be final unless the Subcontractor appeals or files a suit.
- E. If the claim by the Subcontractor is submitted to the Buyer or a claim by the Buyer is presented to the Subcontractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Subcontractor refuses an offer for ADR, the Subcontractor shall inform the Buyer, in writing, of the Subcontractor's specific reasons for rejecting the offer.
- F. The Subcontractor shall proceed diligently with performance of this Subcontract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Subcontract, and comply with any decision of the Buyer.
- G. Under no circumstance will the Subcontractor submit any claims or disputes after final payment is received for completion of this Subcontract.

13.14 GOVERNING LAW

Irrespective of the place of performance, this Subcontract will be construed and interpreted according to the Federal Common Law of Government Subcontracts as enunciated and applied by Federal judicial bodies, Boards of Subcontract Appeals and quasi-judicial agencies of the Federal Government. To the extent that the Federal Common Law of Government Subcontracts is not dispositive, the law 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.



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13.14 ASSIGNMENT

- A. Neither this Subcontract nor any interest therein nor claim hereunder shall be assigned or transferred by the Subcontractor except as expressly authorized in writing by Buyer. This shall include assignments of Subcontractor's accounts receivable.
- B. Buyer may assign this Subcontract, in whole or in part to DOE or to such party as DOE may designate to perform Buyer's obligations hereunder. Upon receipt by Subcontractor of written notice that the DOE or a party so designated by DOE or Buyer has accepted an assignment of this Subcontract, Buyer shall be relieved of all responsibility hereunder and Subcontractor shall thereafter look solely to such assignee for performance of Buyer's obligations.

14.0 CLAUSES INCORPORATED BY REFERENCE

- A. The following Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses are hereby incorporated by reference to this Subcontract. The obligations of the Buyer to the Government as provided in said clauses shall be deemed to be the obligations of the Subcontractor to Buyer. NOTE: If there is a conflict between the referenced clauses and the terms and conditions found elsewhere in this Subcontract, the below referenced clauses shall take precedence.
- B. Wherever necessary to make the context of the clauses set forth below applicable to this Subcontract, the term "disputes" shall mean "claims"; "Contractor" shall mean "Subcontractor"; "Government," and "Contracting Officer," and equivalent phrases shall mean "Buyer," except the terms "Government," and "Contracting Officer" do not change: (1) in the phrases "Government Property," "Government-Owned Equipment," (2) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, (3) when access to proprietary financial information or other proprietary data is required, (4) when title to property is to be transferred directly to the Government, and (5) as otherwise noted below.
- C. The text of the FAR/DEAR clauses may be obtained from the Buyer upon request or by linking to the regulations via the Buyer's INTERNET homepage at www.hanford.gov/pmm.
- D. Referenced Clauses

| <u>FAR/DEAR REFERENCE</u> | <u>CLAUSE TITLE</u> | <u>NOTE</u> |
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| FAR 52.252-2 | Clauses Incorporated by Reference (FEB 1998) | |
| FAR 52.202-1 | Definitions (JUL 2004) | Applies over \$150,000.00 |
| FAR 52.203-3 | Gratuities (APR 1984) | Applies over \$150,000.00 |
| FAR 52.203-5 | Covenant Against Contingent Fees (APR 1984) | Applies over \$150,000.00, except for commercial items |
| FAR 52.203-6 | Restrictions On Subcontractor Sales To The Government (SEP | Applies over \$150,000.00, except commercial items |



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| | 2006) | |
| FAR 52.203-7 | Anti-Kickback Procedures (OCT 2010) | Applies over \$150,000.00, except for commercial items as defined in FAR Part 12 |
| FAR 52.203-8 | Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997) | Applies over \$150,000.00, except for commercial items |
| FAR 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997) | Applies over \$150,000.00, except for commercial items |
| FAR 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions (OCT 2010) | Applies over \$150,000.00 |
| FAR 52.204-4 | Printed or Copied Double-Sided on Post-Consumer Fiber Content Paper (May 2011) | Applies over \$150,000.00 |
| FAR 52.204-7 | Central Contractor Registration (APR 2008) | |
| FAR 52.204-9 | Personal Identity Verification of Contractor Personnel (JAN 2011) | Applies when subcontractor will have routine access to federal facilities and/or federal computer systems. |
| FAR 52.209-6 | Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (DEC 2010) | Applies over \$30,000.00 |
| FAR 52.215-2 | Audits and Records - Negotiation (OCT 2010) | Applies over \$150,000.00, except commercial items per FAR 15.403-1 |
| FAR 52.215.11 | Price Reduction for Defective Cost or Pricing Data – Modifications (AUG 2011) | Applies over \$700,000.00. |
| FAR 52.215-13 | Subcontractor Cost or Pricing Data – Modifications (OCT 2010) | Applies over \$700,000.00. |
| FAR 52.215-14 | Integrity Of Unit Prices (OCT 2010) | Applies over \$150,000.00, except commercial item or service contracts where supplies are not required. |
| FAR 52.215-15 | Pension Adjustments and Asset Reversions (OCT 2010) | Applies over \$700,000.00 |
| FAR 52.215-17 | Waiver of Facilities Capital Cost of Money (OCT 1997) | Applies over \$700,000.00 |
| FAR 52.215-18 | Reversion of Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005) | Applies over \$700,000.00 |



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| FAR 52.215-19 | Notification Of Ownership Changes (OCT 1997) | Applies over \$700,000.00 |
| FAR 52-215-21 | Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data Modifications (OCT 2010) Alt III (OCT 1997) | |
| FAR 52.217-8 | Option to Extend Services (NOV 1999) | When inclusion of an option is appropriate. |
| FAR 52-217-9 | Option to Extend the Term of the Contract (MAR 2000) | When inclusion of an option is appropriate. |
| FAR 52.219-4 | Notice of Price Evaluation Preference for HUBZONE Small Business Concerns (JAN 2011) | |
| FAR 52.219-8 | Utilization Of Small Business Concerns (JAN 2011) | Applies over \$150,000.00 |
| FAR 52.219-9 | Small Business Subcontracting Plan (JAN 2011) – Alternate II (OCT 2001) | Applies over \$650,000.00 non-construction/\$1.5M for construction. |
| FAR 52.219-16 | Liquidated Damages – Subcontracting Plan (JAN 1999) | Applies over \$650,000.00 non-construction/\$1.5M for construction. |
| FAR 52.219-25 | Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (DEC 2010) | |
| FAR 52.219-28 | Post-Award Small Business Program Representation (APR 2009) | Applies to \$3,000.00 and up. |
| FAR 52.222-3 | Convict Labor (JUN 2003) | |
| FAR 52.222-4 | Contract Work Hours and Safety Standards Act – Overtime Compensation (JUL 2005) | Applies over \$150,000.00 |
| FAR 52.222-20 | Walsh-Healey Public Contracts Act (OCT 2010) | |
| FAR 52.222-21 | Prohibition Of Segregated Facilities (FEB 1999) | |
| FAR 52.222-26 | Equal Opportunity (MAR 2007) | Applies over \$10,000.00 |
| FAR 52.222-35 | Equal Opportunity for Veterans (SEP 2010) | Applies over \$100,000.00 |
| FAR 52.222-36 | Affirmative Action For Workers With Disabilities (OCT 2010) | Applies over \$15,000.00 |
| FAR 52.222-37 | Employment Reports Veterans (SEP 2010) | Applies over \$100,000.00 |
| FAR 52.222-41 | Service Contract Act Of 1965, As Amended (NOV 2007) | Applies over \$2,500.00 |
| FAR 52.222.42 | Statement of Equivalent Rates | Applies over \$2,500.00 |



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| | for Federal Hires (MAY 1989) | |
| FAR 52.222-50 | Combating Trafficking in Persons (FEB 2009) | |
| FAR 52.222-54 | Employment Eligibility Verification (JAN 2009) | Applies over \$150,000.00 |
| FAR 52.223-3 | Hazardous Material Identification and Material Safety Data (JAN 1997) – Alternate I (JUL 1995) | |
| FAR 52.223-5 | Pollution Prevention and Right-to-Know Information (AUG 2003) | |
| FAR 52.223-10 | Waste Reduction Program (AUG 2000) | |
| FAR 52.223-11 | Ozone-Depleting Substances (MAY 2001) (<i>see full text version in Section I</i>) | |
| FAR 52.223-12 | Refrigeration Equipment And Air Conditioners (MAY 1995) | |
| FAR 52.223-15 | Energy Efficiency in Energy-Consuming Products (DEC 2007) | |
| FAR 52.223-16 | IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) | |
| FAR 52.223-17 | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008) | |
| FAR 52.223-19 | Compliance with Environmental Management Systems (MAY 2011) | |
| FAR 52.224-1 | Privacy Act Notification (APR 1984) | |
| FAR 52.224-2 | Privacy Act (APR 1984) | |
| FAR 52.225-1 | Buy American Act—Supplies (FEB 2009) | |
| FAR 52.225-13 | Restrictions On Certain Foreign Purchases (JUN 2008) | |
| FAR 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007) | |
| FAR 52.227-9 | Refunds of Royalties (APR 1984) | |
| FAR 52.227-23 | Rights To Proposal Data (Technical) (JUN 1987) | |
| FAR 52.230-2 | Cost Accounting Standards (OCT 2010) | |



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| FAR 52.230-6 | Administration of Cost Accounting Standards (JUN 2010) | |
| FAR 52.232-9 | Limitation on Withholding of Payments (APR 1984) | |
| FAR 52.232-12 | Advance Payments (MAY 2001) Alt II (MAY 2001) (<i>see full text version in Section I</i>) | |
| FAR 52.232-17 | Interest (OCT 2010) | Applies over \$150,000.00 |
| FAR 52.232-18 | Availability of Funds (APR 1984) | |
| FAR 52.232-22 | Limitation of Funds (APR 1984) | |
| FAR 52.232-24 | Prohibition of Assignment of Claims (JAN 1986) | |
| FAR 52.232-25 | Prompt Payment (OCT 2008) – Alternate I (FEB 2002) | |
| FAR 52.232-33 | Payment of Electronic Funds Transfer – Central Contractor Registration (OCT 2003) | |
| FAR 52.233-1 | Disputes (JUL 2002) – Alternate I (Dec 1991) | |
| FAR 52.233-3 | Protest After Award (AUG 1996) – Alternate I (JUN 1985) | |
| FAR 52.233-4 | Applicable Law for Breach of Contract Claim (OCT 2004) | |
| FAR 52.234-4 | Earned Value Management System (JUL 2006) | |
| FAR 52.237-2 | Protection of Government Buildings, Equipment, and Vegetation (APR 1984) | |
| FAR 52.237-3 | Continuity of Services (JAN 1991) | |
| FAR 52.242-1 | Notice of Intent to Disallow Costs (APR 1984) | |
| FAR 52.242-3 | Penalties for Unallowable Costs (MAY 2001) | |
| FAR 52.242-4 | Certification of Final Indirect Costs (JAN 1997) | |
| FAR 52.242-13 | Bankruptcy (JUL 1995) | |
| FAR 52.244-2 | Subcontracts (OCT 2010) Alt I (JUN 2007) | Applies over \$150,000.00 |
| FAR 52.244-5 | Competition In Subcontracting (DEC 1996) | Applies over \$150,000.00 |
| FAR 52.244-6 | Subcontracts For Commercial Items (DEC 2010) | |
| FAR 52.245-1 | Government Property (AUG 2010) | |
| FAR 52.245-9 | Use and Charges (AUG 2010) | |



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| FAR 52.246-25 | Limitation of Liability – Services (FEB 1997) | |
| FAR 52.247-1 | Commercial Bill of Lading Notations (FEB 2006) | |
| FAR 52.247-63 | Preference For U.S. - Flag Air Carriers (JUN 2003) | |
| FAR 52.247-64 | Preference For Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) | |
| FAR 52.247-67 | Submission of Commercial Transportation Bills to the General Services Administration for Audit (FEB 2006) <i>(see full text version in Section I)</i> | |
| FAR 52.249-6 | Termination (Cost Reimbursement) (MAY 2004) | |
| FAR 52.249-14 | Excusable Delays (APR 1984) | |
| FAR 52.251-1 | Government Supply Sources (AUG 2010) | |
| FAR 52.251-2 | Interagency Fleet Management System Vehicles and Related Services (JAN 1991) | |
| FAR 52.252-6 | Authorized Deviations in Clauses (APR 1984) <i>(see full text version in Section I)</i> | |
| FAR 52.253-1 | Computer Generated Forms (JAN 1991) | |
| DEAR 952.203-70 | Whistleblower Protection for Contractor Employees (DEC 2000) | |
| DEAR 952.204-2 | Security (MAR 2011) | |
| DEAR 952.204-70 | Classification/Declassification (SEP 1997) | |
| DEAR 952.204-75 | Public Affairs (DEC 2000) | |
| DEAR 952.208-7 | Tagging of Leased Vehicles (APR 1984) | |
| DEAR 952.208-70 | Printing (APR 1984) | |
| DEAR 952.209-72 | Organizational Conflicts of Interest Alternate I (JUN 1997) | |
| DEAR 952.215-70 | Key Personnel (DEC 2000) | |
| FAR 52.216-7/DEAR 952.216-7 | Allowable Cost and Payment (DEC 2002); Alternate II | |
| DEAR 952.217-70 | Acquisition of Real Property (APR 1984) | |
| DEAR 952.226-74 | Displaced Employee Hiring Preference (JUN 1997) | |
| DEAR 952.223-78 | Sustainable Acquisition Program | |



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| | (OCT 2010) | |
| DEAR 952.231-71 | Insurance -- Litigation and Claims (APR 2002 JUL 2013) | |
| DEAR 952.242-70 | Technical Direction (DEC 2000) | |
| DEAR 952.247-70 | Foreign Travel (DEC 2000) | |
| DEAR 952.250-70 | Nuclear Hazards Indemnity Agreement (JUN 1996) | |
| DEAR 952.251-70 | Contractor Employee Travel Discounts (AUG 2009) | |
| DEAR 970.5203-1 | Management Controls (JUN 2007) | |
| DEAR 970.5204-2 | Laws, Regulations, and DOE Directives (DEC 2000) | |
| DEAR 970.5204-3 | Access to and Ownership of Records (JUL 2005) | |
| DEAR 970.5217-1 | Work for Others Program (JAN 2005) | |
| DEAR 970.5223-1 | Integration of Environment, Safety, and Health Into Work Planning and Execution (DEC 2000) | |
| DEAR 970.5223-4 | Workplace Substance Abuse Programs at DOE Sites (DEC 2000) | |
| DEAR 970.5223-6 | Executive Order 13423 Strengthening Federal Environmental, Energy, and Transportation Management | |
| DEAR 970.5226-2 | Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (DEC 2000) | |
| DEAR 970.5226-3 | Community Commitment (DEC 2000) | |
| DEAR 970.5227-1 | Rights in Data – Facilities (DEC 2000) | |
| DEAR 970.5227-4 | Authorization and Consent (AUG 2002) | |
| DEAR 970.5227-6 | Patent Indemnity-Subcontracts (DEC 2000) | |
| DEAR 970.5227-9 | Notice of Right to Request Patent Waiver (DEC 2000) | |
| DEAR 970.5227-10 | Patent Rights – Management and Operating Contracts, Non-Profit Organization or Small Business Firm Contractor (AUG 2002) | |



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| DEAR 970.5227-11 | Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (DEC 2000) | |
| DEAR 970.5229-1 | State and Local Taxes (DEC 2000) | |
| DEAR 970.5231-4 | Preexisting Conditions (DEC 2000) Alternate II (DEC 2000) | |
| DEAR 970.5232-3 | Accounts, Records, and Inspection (DEC 2010) Alternate I (DEC 2000) | |
| DEAR 970.5232-5 | Liability with Respect to Cost Accounting Standards (DEC 2000) | |
| DEAR 970.5232-6 | Work for Others Funding Authorization (DEC 2000) | |