

Modification No. 14
to
ICPT Basic Ordering Agreement (BOA) No. SLAC-BOA-003-03-2014
between
SLAC National Accelerator Laboratory
On Behalf of ICPT for the Department of Energy
and
Government Scientific Source, Inc.

The parties agree to modify the ICPT Basic Ordering Agreement (BOA) in the following particulars only:

Effective December 1, 2022 :

1. ICPT Blanket Order Agreement – Article 1 – Scope of Work is hereby changed.
 - a.) Statement of Work eShop Just-in-Time (JIT) Buyer's Portal dated June 15, 2017 is hereby deleted and replaced with Statement of Work eShop Just-In-Time (JIT) Buyer's Portal dated November 10, 2022.
 - b.) Attachment D SLAC Terms and Conditions for Fixed Price Commercial Supplies and Services (December 2016) is hereby deleted in its entirety and replaced with SLAC Fixed Price Terms and Conditions for Commercial Supplies and Services (November 2022).
 - c.) Attachment F SLAC On-Site Supplemental Terms and Conditions for "Non-Green" Services dated August 24, 2017 is hereby deleted in its entirety and replaced with SLAC On-Site Terms and Conditions for "Non-Green" March 2021.

2. Article 5 – Administrative

BOA Procurement Administrator information is deleted in its entirety and replaced with the following:

Katherine Jill A. Coh
SLAC National Accelerator Laboratory
2575 Sand Hill Road
Menlo Park, CA 94025

3. Article 8 – Customs Agent

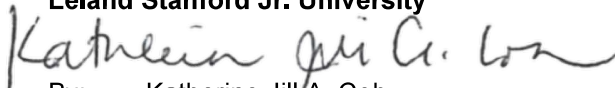
"TO BE CLEARED THROUGH CUSTOMS IN SAN FRANCISCO BY TIGERS (USA), GLOBAL LOGISTICS, INC. (PHONE) 510-784-8920 x 2621, (FAX) 510-784-6905, Email: sfoimports@Go2Tigers.com (INBOUND & OUTBOUND CONTACT). For additional import or export information use: sfoimports@go2tigers.com and sfoexports@go2tigers.com" is deleted in its entirety and hereby changed TO:

"TO BE CLEARED THROUGH CUSTOMS IN SAN FRANCISCO BY JAS Forwarding (USA), INC. (PHONE) 650-581-7230, (FAX) 650-581-7240, Email: SFO-CHB@jas.com (INBOUND & OUTBOUND CONTACT). For additional import or export information use: SFO-Import-Air@jas.com and SFO-Export-Air@jas.com"

Except to the extent changed by this Modification or to the extent rendered inconsistent herewith, all of the terms and provisions of this ICPT Basic Ordering Agreement remain unchanged and continue in full force and effect.

AUTHORIZATION

**The Board of Trustees
Leland Stanford Jr. University**



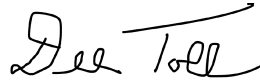
By: Katherine Jill A. Cochran

Title: SCM Commodities Team Lead

Date: 1/4/2023

RECEIVED AND ACCEPTED

Government Scientific Source, Inc.



By: _____

Title: Contracts Manager

Date: 12/09/2022

Statement of Work for eShop Just-In-Time (JIT) Buyer's Portal November 10, 2022

The SLAC National Accelerator Laboratory is a multi-program research facility exploring frontier questions in photon science, astrophysics, particle physics and accelerator research. Located in Menlo Park, California, SLAC is operated by Stanford University for the U.S. Department of Energy Office of Science. The Laboratory is a Federally Funded Research and Development Center established in accordance with Federal Acquisition Regulation, Part 35 and operated under management and operating (M&O) contract number DE-AC02-76-SF00515.

This Statement of Work is for services to a single service provider for the eShop Just-In-Time (JIT) buyer's portal. The portal is linked to a variety of commodity suppliers via a web based solution that will allow a single interface between SLAC's PeopleSoft ERP system and various suppliers' web based catalogs and SLAC unique contracts. Additionally, throughout the term of this agreement SLAC may consider the implementation of an onsite vending solution.

SLAC's customer usage is estimated to be 1628 end users based at the SLAC facility in Menlo Park, CA and the adjacent Stanford main campus in Stanford, CA.

The Seller shall furnish the personnel, facilities, equipment, materials and supplies to perform the work described in this Statement of Work.

SLAC has a strategic alliance with Seller. A typical alliance reflects a long-term relationship where both parties are expected to share information, ideas, and risks. The capabilities and requirements of each party should complement one another, while mutually seeking to accomplish goals in the most cost-effective manner.

Seller should recognize and understand SLAC's goals relative to alliances formed with a strategic agreement alliance:

- Customer (end user) satisfaction
- On-time delivery and quality
- Reduction of total supply chain costs
- Significant reduction in process cost
- Reduction in use of non-industry standard items/specifications
- Broad based technical support for products sold
- Training and educational opportunities to broaden the product knowledge of SLAC personnel

1. Technical Requirements – refer to Attachment A

2. Roles and Responsibilities

A. Seller

- Shall provide the infrastructure maintenance and support of the web based e-portal.
- Shall provide a project manager for the IT connection between GSS, SLAC and selected suppliers.
- Shall provide training on an as required basis if requested by SLAC.

- Shall proactively review the IT specific punch-outs monthly to scan the technology categories for items that may be restricted.
- Shall attend a semi-annual contract review with SLAC either in person or electronically. Agenda for this review may include but not limited to:
 - 1) A review of customer satisfaction based on survey results and resolution as required.
 - 2) Pricing issues
 - 3) Filters/Blocking of the e-catalog issues
 - 4) A review of Seller performance metrics
 - 5) A review of results of requested pricing audits
 - 6) Rebates
 - 7) On-time delivery and quality
 - 8) Reduction of total supply chain costs
 - 9) Significant reductions in process cost
 - 10) Training opportunities

B. SLAC:

- SLAC shall provide Seller PeopleSoft system infrastructure, maintenance and support.
- SLAC shall provide Seller with a project manager for the IT connection between Seller and SLAC.
- SLAC shall coordinate attendance for Seller training sessions.
- SLAC shall inform Seller of the available dates for training sessions.
- SLAC shall provide Seller Points of Contact for the SLAC Receiving Area and Accounting.
- SLAC shall encourage contract end users to utilize the eShop portal to the fullest extent possible.
- SLAC shall provide notice of PeopleSoft upgrades, updates etc., as far in advance as possible.
- SLAC shall periodically participate with GSS on product trade shows whereby Seller can exhibit new, and/or environmentally friendly products in order to help reinforce our strategic partnerships with our manufacturers.
- SLAC shall provide Seller Net 30 payment.

3. Ordering

Any supplies and equipment to be furnished under Blanket Order Agreement No. SLAC-BOA-003-03-2014(BOA) shall be ordered by the issuance of an eShop Purchase Order (PO) by SLAC in accordance with the BOA.

Seller shall process approved orders within 2 hours. The Order confirmation should minimally contain:

- SLAC PO Number
- Item Description
- Pricing
- Delivery Estimate
- Back Order notification if applicable
- Estimated Delivery date/s for Back Order items

Any supplies and equipment to be furnished under the BOA shall be non-taxable. The California Resale Permit number is SRGH26-001337.

All PO's are subject to the terms and conditions of the BOA. In the event of conflict between a PO and the BOA, the BOA shall govern.

A PO is considered received by Seller when the cXML transmission has been received by Seller's computer system.

4. Pricing

The Seller shall support GSA and ICPT pricing as well as educational, GSA and ICPT discounts as appropriate.

The unit prices for items in the on-line catalog are based on the Seller's current price at the time of punch out as provided by the Seller on the Seller's customized supplier based punch out web site. SLAC encourages the Seller to offer items at promotional pricing or better discounts to ensure competitive pricing. SLAC's eShop Procurement Specialist reserves the right to negotiate prices at the time of order as necessary on items to assure Seller's pricing is competitive.

Price audits will be conducted on a semi-annual basis to ensure that SLAC is receiving the agreed to price. The Seller may be requested by the eShop Procurement Specialist to verify the price of an item by providing proof of prices in effect at time of punch out, or price paid by the Seller (invoices) to fulfill the subject PO.

Prices passed back to SLAC PeopleSoft from the Seller's shopping cart must match exactly to what is being invoiced (example \$8.032 may show on the PO therefore \$8.032 must show on the invoice).

Individual purchase order maximum is \$250,000.00

All items on SLAC's eShop purchase orders (PO's) will be delivered to SLAC at the established BOA price in effect at the time of punch out or time of order if negotiated by the eShop Procurement Specialist.

5. Price Revisions

SLAC will allow changes to item prices subject to the following:

SLAC will accept Seller or manufacturer promotional or volunteer pricing reductions as offered during

the term of the BOA.

6. Payment

Payment by SLAC will be made 30 days from the first business day of the week following delivery, based on the Seller's invoice summary list of goods received.

Upon receipt of payment the Seller will review the amount paid for accuracy and promptly notify the SLAC Accounts Payable department of any discrepancy within ten (10) calendar days of receipt of listing. It is agreed and understood by the Seller that all such invoice summary lists will be deemed accurate and correct if no written notice of discrepancies is provided to SLAC's Accounts Payable department.

In the event SLAC discovers it has paid more than contractually required for an item, the Seller shall immediately credit SLAC's account in the amount of the overcharge.

7. Invoicing

Seller shall issue an invoice after verifying that the product has been delivered in accordance to contract terms and conditions.

Seller shall assure that the SLAC PO number is referenced on each invoice.

8. Returns/Exchanges

The Seller shall have a dedicated department for returns/exchanges, and problem resolution. Any materials delivered in poor condition, in excess of the amount authorized by the purchase order or not included on the purchase order may be returned to the Seller at their expense.

The Seller shall respond within 48 hours once notified of a return requirement. The Seller shall provide any labeling or other documents required for the return/exchange of product. Return authorization shall be provided at the time of the return request. Once the returned item has been received by the Seller any credit due will be issued. All claims for shortages must be made by SLAC within 72 hours of receipt of the product.

Any returns due to error on the part of SLAC may not be returnable or be subject to a restocking and return shipping fee. Items that may not be returnable are, but not limited to:

- Custom Orders
- Highly temperature sensitive or perishable items
- Chemicals
- Non-Standard off the shelf items

The Seller acknowledges that in the event of any shortages, breakages or substitutions in shipments, received at SLAC against this BOA that result in a rejection, the following procedure will apply:

If the total value of the rejected material is \$100.00 or less, the material may be discarded. No material will be returned to the Seller and a credit transaction will be generated in the "eShop" system.

If the total value of the rejected material shipper exceeds \$100.00, the Requestor or the eShop Procurement Specialist will contact the Seller's representative to determine disposition of the rejected materials. The disposition and the cause for the rejection will be noted on SLAC's Shipper by SLAC's

Requestor or SLAC's eShop Procurement Specialist and processed in accordance with the instructions on the shipper. It is the intent of this BOA that item returns be held to an absolute minimum. For errors caused by the Seller, such as substitutions, breakage in shipment by the Seller, and/or shortages, a credit will be taken and the product returned to the Seller.

9. Conflicts in Documentation

Any discrepancy, inconsistency, or conflict in this BOA or in one or more of the documents identified in the Applicable Documentation, which can reasonably be ascertained by the Seller, shall be immediately submitted to SLAC for its written decision. Any work under taken by the Seller without such decision shall be at the Seller's own risk.

The SLAC's eShop Procurement Specialist, or designee, listed below is the only person at SLAC who is authorized to increase funds or to change the Statement of Objectives or any part of this BOA. All correspondence from the Seller shall be submitted to the attention of the listed SLAC's eShop Procurement Specialist and SLAC eShop Procurement Specialist will issue all correspondence from SLAC to the Seller. All technical direction and monitoring of performance will be addressed by the SLAC's Procurement Specialist.

Katherine Jill A. Coh
Procurement Commodities Team Lead
Phone: 650-926-2770
Fax: 650-926-2820

10. Product Disposition

The Seller shall dispose of all defective, damaged, rejected or over shipped products and assumes all restocking and freight costs associated with goods determined to be unacceptable and/or rejected.

11. Supplies

The Seller shall furnish and deliver to items as requested on the SLAC PO through the eShop ordering system.

PO items are all items in the Seller's inventory less any excluded items identified by the SLAC Procurement Specialist.

The part number used for ordering purposes within the eShop system will be the Seller's part number or manufacturer's part number if manufacturer's catalogs are utilized.

12. Material Requisitions (PO)

PO will be transmitted on a daily basis via PeopleSoft which will store the PO and provide access to retrieve the PO from PeopleSoft to the Trading Partner.

If a PO line item cannot be completed as ordered by SLAC, the Seller shall advise the Requestor. Backorders are allowed under this BOA.

PO's shall be shipped as complete as possible. Split line item deliveries are not allowed under this BOA. Only one invoice shipment per PO is allowed.

Under no circumstances shall the Seller increase either the quantity or price of any item ordered by SLAC.

No substitutions will be allowed under this BOA.

Within 24 hours after receipt of a PO, the Seller must analyze the PO for the purposes of determining needed lead time to fill the PO. Items must be delivered within the catalog lead times or sooner. If the Seller determines a delivery date to be beyond the stated delivery lead times, the Seller must immediately notify the Requestor. Requestor will advise the Seller as to the proper action to be taken on the PO.

SLAC shall be allowed to cancel any item before it is shipped.

13. Delivery Requirements

F.O.B. Point (point of delivery): Destination, standard ground freight is paid by Seller for deliveries to locations within the contiguous United States. SLAC is responsible for freight charges for deliveries outside of the contiguous United States and any expedited or special shipping and handling. Exceptions may be approved by written agreement.

Deliveries to SLAC shall occur between 8:00 a.m. and 3:30 p.m. Monday through Friday excluding Federal holidays and SLAC winter shutdown.

Stocked items shall be delivered within 24 hours from date/time of order placement either via the Sellers company vehicle or reliable freight carriers such as Federal Express, UPS, and Overnight Trucking. Seller shall utilize drop shipments from the manufacturers or suppliers to the maximum extent possible.

Seller shall provide SLAC the option for partial deliveries if an order exceeds the inventory levels.

14. Packaging and Receiving Procedure

Pallets, if utilized, must be double-faced, non-returnable for use with hand jack or fork lift (motorized) trucks. All items placed on the pallet must be securely packaged and labeled as to contents.

The Seller shall package all items listed on each PO in the appropriate number of boxes to insure safe delivery. **Each PO should be packaged in a separate box or boxes.** Each box shall have the appropriate delivery label affixed to it, and in the case of more than one box per PO, the labels shall be completed to show "1 of 3," "2 of 3," etc.

The Seller shall place the Packing List Copy of the PO inside the first (1 of J) package associated with the PO.

Product packaging shall be environmentally responsible (i.e., minimization of packaging, recyclable in SLAC's recycling program (<http://www-group.slac.stanford.edu/esh/groups/ep/ppwm/>)).

On check-in/verification at Central Receiving, the Seller shall present to SLAC's Receiving person a manifest for the delivery which lists: the Seller's name, the date of delivery, the PO numbers in ascending order, the line number of the items being delivered, the number of boxes per PO and the total number of boxes shipped. SLAC receiving will check that the PO listed correspond to the packages being delivered and annotate any exceptions before signing to acknowledge condition and receipt. If the Seller provides a delivery receipt or commercial Bill of Lading indicating the total number of boxes shipped can be presented in lieu of a detailed Shipping manifest.

15. Service Levels

The Seller shall maintain and provide metrics for the following acceptable service level criteria:

- On Time Delivery – 95%
- System Up Time – 99.999%

- On Time Customer Delivery – 98%

16. Technical Assistance & Usage Reviews

Seller shall provide technical assistance related to the BOA when requested and at no-cost to SLAC.

Seller shall implement mutually agreed upon adjustments based on technical and usage review procedures.

Upon request, the Seller shall provide a report summarizing SLAC's usage of all items provided under this BOA.

Seller shall provide an Annual helium / liquid helium usage report for SLAC compliance to the Department of Energy for reporting purposes.

17. Account Manager and Customer Service Representatives

The Seller shall submit the names and telephone numbers of its corporate Account Manager and Customer Service Representatives to the SLAC's Procurement Specialist. Modifications to this list must be provided within five (5) business days to SLAC's Procurement Specialist.

The Seller Representative(s) must be able to provide or obtain necessary technical assistance for inquiries from SLAC.

18. Product Quality Requirements

All items supplied to SLAC under this BOA must be new, not reconditioned, repaired or repackaged.

19. Web-Site Based On-Line Catalog

Within sixty (60) days after a request to add a catalog, the Seller shall provide SLAC a supplier based punch-out web-site as an ordering tool for SLAC use. The punch-out web site will be prepared in a mutually agreed upon format. Information on the punch-out site will include:

- SLAC Assigned Seller Code Seller Part Number
- Unit of Measure Item Description
- Current Price to SLAC Manufacturers' Name Manufacturers' Part Number
- UNSPSC Code (Version 8.0 or higher if available)

The Seller's part number or Manufacturer's part number must be unique to each item provided on the punch-out web site and be the same number as shown in the Seller's on line catalog(s). The supplier based customized punch-out web site will be used by SLAC to select items for ordering through SLAC's eShop ordering system.

The Seller is required to provide a customized web-site based on-line catalog with punch-out capabilities as a secure application for SLAC's use only. The web application shall include, but will not be limited to, SLAC's PO items at the contracted price.

The Seller's specific web application must include the ability to flag specific items or to filter any item identified by SLAC's Procurement Specialist as excluded from the BOA. Filtering may be accomplished by a combination of manufacturers' /Seller's grouping classification, manufacturer name, manufacturer part number, Seller part number, keyword(s), price and/or United Nations Standard Product and Services Code (UNSPSC).

The custom web-site will include the ability for SLAC to select and transmit the necessary data to

SLAC's internal eShop order system. The final PO will be transmitted to the Seller via cXML transmission electronically after SLAC completes order processing in SLAC's eShop ordering system.

20. Product Safety Requirements

A. Safety Data Sheets (SDS) Notification:

A copy of the MSDS must be sent by the Seller to Environment Safety and Health, Industrial Hygiene (ESH), at email pilastro@slac.stanford.edu in .pdf version, for all regulated items provided under the BOA. Regulated items are covered under the Federal Hazard Communication Standard. The Seller must provide a new MSDS to ESH-IH when a revision to an MSDS has occurred during the BOA. The Seller must provide a copy of all revised MSDS's annually, either on paper or in electronic form. If provided in electronic form, it must be readable to SLAC.

B. Use of Chlorofluorocarbon (FC) Product:

All items supplied by the Seller must be CFC free

21. Sustainability

The Seller shall assist SLAC in meeting acquisition and supply management sustainability goals and requirements of Executive Order 13693, Planning for Federal Sustainability in the Next Decade and DOE Order 436.1 including subsequent order revisions as applicable.

Preference shall be given to the purchase of environmentally preferable products, meeting but not limited to the criteria listed below, where practical, cost effective, and that meet project specifications.

1. EPA-designated products, as listed in the EPA's Comprehensive Procurement Guidelines (CPG) using the EPA's recommended recovered content (<https://www3.epa.gov/epawaste/consERVE/tools/cpg/index.htm>)
2. Energy Star® and Federal Energy Management Program (FEMP)-designated energy-efficient products (<http://energystar.gov/products> and http://www1.eere.energy.gov/femp/procurement/eep_requirements.html)
3. Electronic Product Environmental Assessment Tool (EPEAT)-registered electronic products for which EPEAT standards have been established (<http://www.epeat.net>)
 - i. Computer products including but not limited to, desktops, notebooks/laptops, workstations, tablets, and monitors must be EPEAT Silver registered or higher
 - ii. Imaging equipment including but not limited to copiers, printers, scanners, multi-function devices, and fax machines must be at a minimum EPEAT bronze-registered and striving for Silver registered or higher
 - iii. TVs must be at a minimum EPEAT bronze-registered and striving for Silver registered or higher
4. Water-efficient products, including those meeting EPA's WaterSense standards (<http://epa.gov/watersense>)
5. Biobased products designated that are U.S. Department of Agriculture's (USDA's)-designated items (<http://www.biopreferred.gov>)
6. Products with low or no toxic or hazardous constituents
7. Low pollutant emitting materials
8. Non-Ozone Depleting Alternative Products (<http://www.epa.gov/ozone/strathome.html>)
9. Food service ware that is either certified by the Biodegradable Products Institute (<http://www.bpiworld.org/>) as compostable or is intrinsically compostable (e.g., non-coated paper plates).

IT technology must be Energy Star rated, EPEAT-registered, as described above, and TAA compliant.

Seller's providing sale of toner ink cartridges, shall provide SLAC with an effective and convenient take-back service for spent toner and ink cartridges, and arrange for the recycling of the material in compliance with applicable local, State, and Federal laws and regulations.

22. Reports

The Seller shall provide SLAC customized reports and metrics in support of key performance measures, service levels, and initiatives as required by SLAC and the DOE. (Reference Attachment A, Section 2) and the frequency table below:

Report Description	Frequency
Socio-Economic	As Required
Advance Shipment Notification	As Required
Purchase Order Acknowledgement	As Required
Back Order Notifications	As Required
Detailed & Automated Spend Analysis by commodity	As Required
Catalog Updates and Additions	Quarterly
On Time Delivery	As Required
Purchase History	As Required
Customer Satisfaction	As Required
Contract Compliance	As Required
Cost Savings	Monthly
Price Audits/Adjustments	Semi-Annually
Sustainability, as described above	Annually; Quarterly for Copy Paper

23. Price and Audit Verification

Seller agrees that SLAC may at any reasonable time during the term hereof, select a sampling of items from released purchase orders issued hereunder. Said sampling to consist of a minimum of fifteen percent (15%) of the total dollar value of all released purchase orders issued hereunder. Review shall be made of Seller's catalog(s) or pricing sheet(s) applicable to the sampling of released purchase orders to verify that prices charged were in accordance with the terms and conditions of this purchase order. It is understood that the sampling percentage of released purchase orders to be reviewed may be increased solely at the SLAC's option.

Any price discrepancies disclosed from the sample of released purchase orders reviewed shall be extended to the total number of delivery release orders issued under the purchase order to arrive at a total adjustment payment due. The total adjustment payment, if any, will be subject to prompt recovery from Seller. Unless otherwise specified in the purchase order, overcharges shall be offset by under charges to determine the net adjustment due, if any.

GENERAL TERMS AND CONDITIONS
For Fixed Price Commercial Supplies and Services

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1. DEFINITIONS

As used in the Subcontract, the term:

- a. “Buyer” means the Board of Trustees of the Leland Stanford Jr. University (“University”), or any duly authorized representative thereof, acting through SLAC National Accelerator Laboratory (“SLAC”), under its Management and Operating Contract with the United States Department of Energy (“DOE”).
- b. “Commercial product” or “commercial service” has the meanings set forth in FAR 2.101, as updated from time to time.
- c. “Government” means the government of the United States of America.
- d. “Micro-Purchase Threshold” shall mean the threshold defined in FAR 2.101, as updated from time to time.
- e. “Procurement Specialist” means Buyer’s designated contracting officer with the authority to bind Buyer. Unless otherwise provided in writing herein, no other Buyer personnel or agents possess such authority. Procurement Specialist may also be referred to as “Subcontract Administrator” in the Subcontract.
- f. “Seller” means the firm (individual person and/or entity) supplying the materials, supplies or services under the Subcontract. Seller may also be referred to as supplier, Subcontractor or vendor.
- g. “Seller Representative” means Seller’s primary point of contact for Buyer, designated by Seller as responsible for leading and organizing the services to be provided herein.
- h. “Simplified Acquisition Threshold” shall mean the threshold defined in FAR 2.101, as updated from time to time.
- i. “Technical Representative(s) or Service Manager(s),” if one or more is designated in this Subcontract, shall mean Buyer’s agent(s) for all technical inquiries and oversight. The Technical Representative or Service Manager has the authority to provide clarifying instruction or grant approvals in the manner defined in the Subcontract, but not to modify or amend any term of this Subcontract, nor to commit Buyer funds.

2. SCOPE; ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

- a. The scope of the Subcontract shall be limited to the acquisition of commercial products or services, on a fixed-price basis.
- b. The Subcontract may consist of any or all of the following documents: (1) signed Subcontract or Purchase Order, including any special

terms and conditions attached thereto; (2) these terms and conditions and any on-site supplemental terms and conditions (for services provided at Buyer's site); (3) Statement of Work; (4) any other Buyer referenced and incorporated clauses, provisions, and documents; (5) Buyer-furnished Government Property; and (6) Seller's written and accepted proposal. These documents comprise the entire agreement between the parties and supersede all prior proposals, representations, negotiations, or agreements, whether written or oral.

- c. Any conflicts and/or inconsistencies in the documents identified above comprising this Subcontract shall be resolved by giving precedence in the order they are listed above, with the first numbered item(s) having the highest precedence, and each following item(s) having successively lower precedence.
- d. Except as otherwise provided in this Subcontract, the term "Sub-Subcontract" includes lower-tier subcontracts and purchase orders under this Subcontract, and the terms "subcontractor" or "sub-subcontractor" shall mean Seller's subcontractor.

3. SELLER ACCEPTANCE OF SUBCONTRACT

- a. Seller's acknowledgement, commencement of performance, or acceptance of payment, whichever occurs first, shall constitute Seller's unqualified acceptance of the Subcontract.
- b. Seller, by accepting the Subcontract, does hereby agree that (i) this Subcontract sets forth the entire agreement between the Buyer and the Seller and supersedes any prior offers, negotiations, and agreements concerning the subject matter of this Subcontract, and (ii) no form, document, or additional or differing terms supplied by the Seller shall constitute a part of the Subcontract or have any effect, regardless of where they are included, unless specifically and expressly accepted in writing by the Procurement Specialist.

4. SERVICES

- a. The Seller shall be responsible for the professional quality, technical accuracy and the coordination of all data, reports, documentation, and other services furnished by the Seller under this Subcontract, as applicable. The Seller shall, without additional compensation, correct or revise any errors or deficiencies in its data, reports, documentation, and services.
- b. The Seller shall manage its own services, consult regularly with the Buyer, communicate with members of the project team, and regularly report progress to the Buyer. In addition, as may be necessary, the Seller shall coordinate with Buyer's Technical Representative or Service Manager, research and develop applicable design or other technical criteria and documentation and attend project meetings. The Seller will make available the services of certain of its employees, as contractually required, for the purpose of personally rendering expert advice and assistance to the Buyer in connection with the performance of services under this Subcontract.
- c. The extent and character of the services to be provided by Seller shall be subject to the general oversight, supervision, direction, control, and approval of Buyer. Neither the Buyer's reviews, approval or acceptance of, nor payment for, the services under this Subcontract shall be construed to operate as a waiver of any rights under this Subcontract, or of any cause of action arising out of the performance of this Subcontract, and the Seller shall be and remain liable to the Buyer, in accordance with applicable law, for all damages to the Buyer caused by the Seller's negligence or misconduct.

5. KEY PERSONNEL

- a. Seller Representative shall: (A) devote a reasonable amount of time to the services to be provided herein; (B) be closely involved and continuously responsible for the conduct of the services; (C) not be replaced unless pre-approved in writing by Buyer; and (D) promptly advise Buyer if she/he will devote substantially less effort to the services hereunder than anticipated or otherwise set forth in the Subcontract.
- b. Any of Seller's key technical personnel identified in the Subcontract and assigned to perform the services hereunder shall not be assigned to other work that will interfere with the services they are to provide under this Subcontract, without prior, written approval from Buyer, except in circumstances beyond the reasonable control of Seller. If such circumstances arise, Seller shall inform the Procurement Specialist of such reassignments within five (5) business days of the occurrence of such circumstance(s). A replacement individual shall be assigned by the Seller, subject to prior approval by the Procurement Specialist, within ten (10) business days. If an acceptable individual is not identified, Buyer may terminate this Subcontract immediately.

6. TITLE AND RESPONSIBILITY

- a. Title to the material and supplies purchased hereunder shall pass to the Government at the point of delivery to the Buyer; and, if purchased F.O.B. Shipping Point, delivery to the carrier by the Seller shall be deemed delivery to the Buyer. No insurance charges will be allowed unless specifically authorized in the Subcontract.
- b. Except as otherwise provided in the Subcontract (i) the Seller shall be responsible for the supplies covered by the Subcontract until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) the Seller shall bear all risks as to rejected supplies after notice of rejection, except that the Buyer shall be responsible for the loss, or destruction of, or damage to, the supplies, if loss, destruction or damage results from the gross negligence of officers, agents, or employees of the Buyer acting within the scope of their employment.
- c. The actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Seller.

7. INSTRUCTIONS FOR PACKAGING

Packing and packaging shall be adequate to prevent damage when shipped by common carrier or another method utilized. Seller shall be solely responsible for any damage resulting from improper packaging, containerizing, or lack thereof. The Seller shall indicate the Subcontract and/or Purchase Order number on each container or package. An itemized packing list shall be affixed to the outermost cover of each container or package. The use of environmentally sustainable packaging materials is required.

8. APPROVAL OF TECHNICAL DATA

- a. If this Subcontract requires the Seller to furnish any drawings, specifications, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance or test data, or other technical data for approval by the Buyer prior to Seller performance, the approval of the data by the Buyer shall not relieve the Seller from responsibility for any errors or omissions in such data or from responsibility for complying with the requirements of this Subcontract, except as specified below. Any work done prior to such approval shall be at the Seller's risk.
- b. If the data includes any variations from the Subcontract requirements, the Seller shall describe such variations in writing at the time of submission of the data. If the Buyer approves any such variation(s), a change order to the Subcontract shall be issued by the Buyer and, if appropriate, a bilateral modification to the Subcontract shall be negotiated.

9. TRAVEL

Only when travel is included as part of the performance under the Subcontract and is set forth as a specific cost/price element in the Subcontract, the following requirements shall apply:

- a. Expenses incurred for travel, lodging, meals, and incidental expenses shall be reimbursed only to the extent that they comply with Buyer's travel reimbursement guidelines. The Seller shall submit with its invoice itemized receipts showing proof of payment for expenses in excess of \$75. If travel is not reimbursed on a cost-basis, then the requirements of this paragraph do not apply.
- b. To the extent any foreign travel (outside the U.S.) is required under this Subcontract, it shall be conducted pursuant to the requirements contained in DOE Order 551.1, "Official Foreign Travel" or any subsequent version of the Order in effect at the time of award. All foreign travel requests must be entered into the DOE Foreign Travel Management System (FTMS) within 60 calendar days before the proposed departure date. Travelers must contact the Procurement Specialist for the necessary foreign travel forms and processes well in advance of the FTMS deadline. All foreign travel request forms are to be submitted to the Travel Office for entry into FTMS.
- c. No such foreign travel shall be taken until a DOE FTMS Foreign Travel Approval Number has been obtained from the SLAC Travel Office and transmitted to the Seller. Reimbursement for foreign travel incurred without a FTMS Approval Number will not be allowed. More information can be found at the SLAC Travel Office's website, at <https://travel.slac.stanford.edu/>.

10. INVOICES AND PAYMENTS

- a. Except as otherwise provided in the Subcontract, no later than 30 days upon Buyer's acceptance and receipt of invoices satisfactory to Buyer, whichever occurs later, the Seller shall be paid the amounts agreed, less deductions and discounts if any. Payments shall be made by check or automated clearing house (ACH) as agreed.
- b. Unless otherwise specified, partial payments will not be made. This, however, does not preclude payments for partial shipments of completed deliverables (as distinguished from components).
- c. At minimum, all invoices shall contain the information required by Buyer, available at <https://suppliers.slac.stanford.edu/doing-business-slac/invoicing-and-reimbursement>, incorporated herein by reference. All invoices shall reference applicable Purchase Orders by Buyer Purchase Order number, and the applicable line item numbers or other item number specified on the Purchase Order or Subcontract.
- d. For Sellers providing services in California and if Seller is not a California resident or entity, or does not have an office in California, the invoice must specify the number of hours and amount being invoiced for services performed in California.
- e. All invoices shall be submitted to ap@slac.stanford.edu or to the following address:

SLAC National Accelerator Laboratory
c/o Accounts Payable, MS 09 OR c/o Accounts Payable DISCOUNT DESK, MS 09 (for invoices with discount terms)
2575 Sand Hill Road
Menlo Park, California 94025

11. EXTRAS

Except as otherwise provided in the Subcontract no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Procurement Specialist.

12. TAX AND BUYER EXEMPTION

- a. Except as may be otherwise provided in the Subcontract, the selling price includes all applicable federal taxes in effect on the date of this

Subcontract but does not include any state or local sales, use, or other tax directly applicable to the completed supplies or services covered by the Subcontract nor any other tax, duties, tariffs, and similar fees from which the Seller or this transaction is exempt. Upon request of the Seller, the Buyer shall furnish, unless no legal basis exists therefore, a tax exemption certificate or similar evidence of exemption with respect to any such tax not included in the Seller's price pursuant to this Article.

- b. For Sellers providing services, the Buyer will automatically withhold from any invoice paid appropriate taxes, if required by the U.S. Internal Revenue Service and the California Franchise Tax Board.
- c. The Seller agrees to notify Buyer of any government tax, fee, or charge levied or purported to be levied on or collected from the Subcontractor in connection with this Subcontract which Seller has reason to believe may be inapplicable or invalid, and which would be reimbursable or the Buyer has claimed an exemption hereunder. The Subcontractor also agrees to refrain from paying any such tax, fee, or charge, unless otherwise authorized by the Buyer, and to take such steps as may be required by the Buyer to cause such tax, fee, or charge to be paid under protest and, if so directed by the Buyer, to cause to be assigned to the Buyer or its designee any and all rights to the abatement or refund of any such tax, fee, or charge, and to permit the Buyer or its designee to join with the Seller in any proceedings for the recovery thereof or to sue for recovery in the Seller's name.

13. INSPECTION AND ACCEPTANCE OF COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES

- a. All supplies (which term throughout this article includes without limitation raw material, components, intermediate assemblies, and end products) shall be subject to inspection, test and expediting by the Buyer and/or the Government to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
- b. In case any supplies or lots of supplies are defective in material or workmanship or are otherwise not in conformity with the requirements of this Subcontract, the Buyer shall have the right either to reject them (with or without instruction as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or, if permitted or required by the Buyer, corrected in place, by and at the expense of the Seller promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Seller fails to promptly remove such supplies or lots of supplies which are required to be removed, or to promptly replace or correct such supplies or lots of supplies, the Buyer either (i) may by order or otherwise replace or correct such supplies and charge to the Seller the cost occasioned the Buyer thereby, or (ii) may terminate this order for default in accordance with the applicable FAR clause(s). Unless the Seller corrects or replaces such supplies within the delivery schedule, the Buyer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances.
- c. If any inspection or test is made by the Buyer and/or the Government on the premises of the Seller or a subcontractor, the Seller without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Buyer and Government inspectors in the performance of their duties. If Buyer and/or Government inspection or test is made at a point other than the premises of the Seller or a subcontractor, it shall be at the expense of the Buyer except as otherwise provided in this order; Provided that, in case of rejection the Buyer shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Buyer and/or Government shall be performed in such a manner as not to unduly delay the work. The Buyer reserves the right to charge to the Seller any additional cost of Buyer and/or Government inspection and test when supplies are not ready at the time such inspection and test are requested by the Seller or when re-inspection or re-test is necessitated by prior rejection.
- d. Notice of rejection shall be provided within forty-five (45) days of the receipt of the items or completion of services. If no such notice of rejection is provided within the aforementioned time, or if the Procurement Specialist formally accepts the item or services in writing, such item or services shall be deemed accepted, provided, however, this period may be extended to thirty (30) days after the date of discovery of a material defect (if such date is later) if (1) the Buyer could not have reasonably discovered such a material defect from a reasonable inspection; or (2) the defect is of the type specified in the Article, "Quality of Items and Counterfeit Parts," below.
- e. The Seller shall provide and maintain an inspection system acceptable to the Government covering the supplies hereunder. Records of all inspection work by the Seller shall be kept complete and available to the Government during the performance of this order and for such longer period as may be specified elsewhere in this order.

14. QUALITY OF ITEMS AND COUNTERFEIT PARTS

All item(s), including any materials and supplies furnished by the Seller in performance of any services, shall as a minimum: (1) be new and genuine, or reconditioned and so identified and warranted as new, genuine and not of such age or so deteriorated as to impair their usefulness or safety; and (2) not contain any counterfeit or suspect materials, parts, or components. The furnishing of reconditioned items must be specified and mutually agreed in the Subcontract or pre-approved in writing by the Buyer's Procurement Specialist. Types of materials, parts, and components known to have been counterfeit or suspect include, but are not limited to: electrical components, piping, fittings, flanges, and fasteners. Any acceptance of items or materials delivered to Buyer not meeting these minimum requirements shall be deemed null and void, and at minimum, Buyer shall be entitled to replacement at no cost or refund at any time after such defects are reasonably discovered.

15. WARRANTY

Seller at a minimum warrants that all services, supplies and materials delivered hereunder shall be free from all defects in materials, workmanship and Seller's design and engineering documentation, and shall comply with all the requirements of the Subcontract. The Seller further warrants that the data and documentation provided by Seller or its suppliers shall be complete and accurate, and may be relied upon by Buyer. The warranty shall begin upon acceptance and extend for a period of the manufacturer (as applicable) or Seller's standard warranty period or one year, whichever is longer. If any nonconformity appears within that time, Buyer, in addition to any other rights and remedies

provided by law, or under other provisions of this Subcontract, may require Seller to repair or replace the goods and/or re-perform the services at no increase in price, or to reduce the Subcontract price to reflect the reduced value of the Sellers' performance. When supplies are returned, the Seller shall bear the risk of loss and transportation cost. If Seller fails to replace or repair the goods or re-perform the services within 10 days of Buyer's written notice to do so, Buyer shall have the right by contract or otherwise to replace or repair the goods or re-perform the services, and charge the Seller the cost occasioned thereby.

16. LIMITATION OF LIABILITY

Except as otherwise provided herein, neither Party shall be liable for consequential damages resulting from this Subcontract.

17. INDEMNITY

The Seller shall indemnify, defend, and hold harmless the Board of Trustees of the Leland Stanford Junior University, the Government of the United States, and their respective trustees, contractors, officers, agents, and employees from and against all claims of noncompliance with or violation of applicable laws or regulations, any and all loss, property damage, expense, personal injury, death, or other liability arising out of or related to the performance of the work hereunder by Seller or Seller's agents, provided that such loss is not caused by the gross negligence or willful misconduct of the Buyer. The Seller shall also pay any cost and/or attorneys' fees that may be incurred by any of the above-name indemnities in enforcing this indemnity.

18. CONFIDENTIALITY

- a. Except to the extent required by governing law or necessary to report fraud, waste, or abuse to the Government, Seller, its employees, contractors, and agents shall not reproduce or disclose any information, knowledge, or data of the Buyer that the Seller receives or has access to in connection with this Subcontract when such information, knowledge, or data is marked confidential, proprietary, trade secret, official use only, or is otherwise so expressly designated by the Buyer, the Government, or third-party contractors.
- b. The Seller shall have appropriate agreements or policies with its employees, agents, and lower-tier subcontractors to ensure compliance with this clause.

19. MATERIAL BREACH

In the event that Seller breaches any of its material obligations under this Subcontract, Buyer may provide written notice to Seller specifying the nature of the default, requiring it to cure such breach, and stating its intention to terminate this Agreement if such breach is not cured within thirty (30) days. If such breach is not cured within thirty (30) days after the receipt of such notice and such breach remains uncured, Buyer, in its sole discretion, shall be entitled to terminate the Subcontract, or portions thereof, for cause immediately by written notice to Seller. If Buyer terminates the Subcontract in accordance with the foregoing, Seller shall be responsible for all costs and expenses that Buyer incurs to cure the applicable breach(es) and to complete or replace any unfinished services or deliverables, irrespective of whether Buyer conducts such work itself or through another third party. Nothing in this provision is intended to prevent Buyer from seeking immediate equitable or injunctive relief, or to avail itself of any of the other remedies available to it under this Subcontract or at law.

20. ASSIGNMENT

Neither the Subcontract nor any interest therein nor claim thereunder shall be assigned or transferred by the Seller except as expressly authorized in writing by the Procurement Specialist, provided that the Seller or its assignee's rights to be paid amounts due as a result of performance of the Subcontract may be assigned to a bank, trust company or other financing institution, including any federal lending institution. Payments to an assignee shall be subject to setoff or recoupment for any present or future claims of Buyer against Seller.

21. INDEPENDENT CONTRACTOR

Seller is an independent contractor in all its operations and activities hereunder. The employees used by Seller to perform work under the Subcontract shall be Seller's employees exclusively, without any relation whatsoever to Buyer or its affiliates.

22. PERMITS, LICENSES, AND APPLICABLE LAWS

In performance of the Subcontract, Seller shall, at its own expense, comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. Seller must, at its own expense, have and maintain the license(s) and/or certification(s) appropriate to its trade, issued by the relevant trade association, or regulatory or administrative agency.

23. DISPUTES AND GOVERNING LAW

- a. The parties shall attempt to resolve any dispute, controversy, or claim arising out of or related to this Subcontract in good faith, by direct, informal negotiations. Pending resolution of the dispute, claim, or controversy, the Seller shall proceed diligently with the performance of this Subcontract, in accordance with its terms and conditions.
- b. All disputes under this Subcontract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in

equity.

- c. The parties submit all their disputes arising out of or in connection with this Subcontract to the exclusive jurisdiction of the state or federal courts located in the Northern District of California.
- d. Any substantive issue of law shall be determined in accordance with the body of applicable federal law. If there is no applicable federal law, the law of the State of California shall apply.
- e. Seller shall have appropriate agreements or policies with its employees, agents, and next-tier subcontractors to ensure compliance with this clause.

24. EXPORT CONTROL

- a. Seller agrees that it shall not provide, deliver, or display any information, materials, or products subject to United States export controls, including those subject to the Export Administration Regulations (“EAR”) administered by the Commerce Department or the International Traffic in Arms Regulation (“ITAR”) administered by the State Department unless it provides written notice of the same at least 20 calendar days prior to the delivery or display to the Procurement Specialist.
- b. If any information, materials, or products delivered are subject to such controls, Seller shall provide applicable export control classification numbers or other information requested by the Buyer to comply with applicable export laws and regulations.

25. WALSH-HEALY PUBLIC CONTRACTS ACT

If this Subcontract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$15,000.00 and is otherwise subject to the Walsh-Healy Public Contracts Act, as amended (41 U.S. Code 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

26. TIME IS OF THE ESSENCE

The Seller shall undertake the services hereunder diligently with such forces as the Seller determines are necessary to complete the work of this Subcontract within the times specified in the Subcontract.

27. EXCUSABLE DELAYS

The Seller shall be liable for delays, unless such delays are caused by an occurrence beyond the reasonable control of the Seller and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, pandemics, epidemics, quarantine, restrictions, strikes, unusually severe weather, and delays of common carriers. The Seller shall notify the Buyer in writing as soon as reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give the Buyer written notice of the cessation of such occurrence.

28. PUBLICITY

Seller shall not release any advertising copy or other publicly available information mentioning Buyer or quoting the opinion of any of Buyer’s employees. Seller shall not state or imply in advertising or other copy that Buyer, the Government, or their employees endorse in any way Seller’s products or services. The Seller and its employees, agents, or contracts shall not use or exploit "Stanford University," "SLAC," or any other trademark or logo owned by the Buyer or the Government, unless necessary to perform the Subcontract and if prior, written approval of Buyer of such use is received by Seller.

29. CLAUSES INCORPORATED BY REFERENCE

The Federal Acquisition Regulation (“FAR”) and Department of Energy Acquisition Regulation (“DEAR”) clauses listed below, which are located in Chapters 1 and 9, respectively, of Title 48 of the Code of Federal Regulations, are incorporated by this reference as a part of the Subcontract as prescribed below or as prescribed by the clauses’ prescriptives. If a condition listed next to the listed clause is inapplicable, then the clause is not incorporated by reference. As used in the clauses, the term “contract” shall mean the Subcontract; the term “Contractor” shall mean the entity (“Subcontractor” or “Seller”) who entered into the Subcontract with the Buyer; the term “subcontractor” shall mean the Subcontractor/Seller’s subcontractor; and the terms “Government” and “Contracting Officer” shall mean the Buyer, except in FAR clauses 52.227-1, 52.227-3, 52.227-14, and 52.227-19, 52.204-10 in which clauses “Government” shall mean the Government and “Contracting Officer” shall mean the DOE Contracting Officer for Prime Contract DE-AC02-76SF00515 with the Buyer. The Seller shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

THE FOLLOWING CLAUSES APPLY TO ALL SUBCONTRACTS:

- FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
- FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) if contractor

may have Federal contract information residing in or transiting through its information system

FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
FAR 52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015) if the Subcontract includes the Equal Opportunity clause
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016), unless the Subcontract is entirely exempt from the requirements of Executive Order 11246
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2021)
FAR 52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706) if FAR 52.222-6 or FAR 52.222-41 applies and is to be performed in whole or in part in the United States
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021), ALT I (JUL 1995), if the Subcontract will require the delivery of hazardous materials as defined in FAR 23.301
FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) (ALTERNATE I)
FAR 52.223-10	WASTE REDUCTION PROGRAM (MAY 2011) if the subcontractor will provide operation of Government-owned or - leased facilities and all solicitations and contracts for support services at Government-owned or -operated facilities.
FAR 52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016), if the Subcontract involves delivery or use of such substances
FAR 52.223-12	MAINTENANCE, SERVICE, REPAIR OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUN 2016), if the Subcontract involves the maintenance, service, repair, or disposal of such equipment
FAR 52.223-13	ACQUISITION OF EPEAT®-REGISTERED IMAGING EQUIPMENT (JUN 2014), if the Subcontract involves delivery or use of such equipment at Buyer's or another Federally controlled facility
FAR 52.223-14	ACQUISITION OF EPEAT®-REGISTERED TELEVISIONS (JUN 2014), if the Subcontract involves delivery or use of such equipment at Buyer's or another Federally controlled facility
FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (MAY 2020), if the Subcontract involves delivery or use of energy consuming products at Buyer's or another Federally controlled facility
FAR 52.223-16	ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015) ALT I (JUN 2014), if the Subcontract involves delivery or use of such equipment at Buyer's or another Federally controlled facility
FAR 52.223-17	AFFIRMATIVE PROCUREMENT OF EPA- DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018), if the subcontract involves the use of any EPA-designated products
FAR 52.223-20	AEROSOLS (JUN 2016)
FAR 52.223-21	FOAMS (JUN 2016)
FAR 52.224-3	PRIVACY TRAINING (JAN 2017), if Subcontractor employees will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002), if royalties exceeding \$250 are paid under the Subcontract by the Subcontractor, or by a subcontractor at any tier
FAR 52.227-3	PATENT INDEMNITY (APR 1984)
FAR 52.227-14	RIGHTS IN DATA – GENERAL (MAY 2014), with Alternates I (DEC 2007) and V (DEC 2007), and Alternate VIII of DEAR 952.227-14 applies if any data, including technical data or computer software, will be produced, furnished, acquired or delivered under this Agreement. The text for Alternate VIII may be found at this link

If delivery of Limited Rights Data is required, then add Alternate II (DEC 2007) with the following five purposes to be added at the end of paragraph (a) of the clause:

1. Use (except for manufacture) by other contractors;
2. Evaluation by non-government evaluators:
3. Use (except for manufacture) by other contractors participating in the Government's program of which the specific

subcontract is a part, for information and use in connection with the work performed under each subcontract;

4. Emergency repair or overhaul work; and
5. Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

If delivery of Restricted Computer Software is required in the Subcontract, then Alternate III (DEC 2007) shall apply.

FAR 52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007), in place of all other data rights clauses, if the Subcontract solely involves the acquisition of commercially available computer software and a GSA/Subcontractor Multiple Award Federal Supply Schedule Contract is not applicable
FAR 52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN2013)
FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)
FAR 52.242-15	STOP-WORK ORDER (AUG 1989)
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)
FAR 52.247-63	PREFERENCE FOR U.S.-FLAG CARRIERS (JUN 2003), if the Subcontract may involve international air transportation
DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010), if subject to the provisions of 10 CFR part 707

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$2,500:

FAR 52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (AUG2018) if the Subcontract is principally for the furnishing of services in the United States through the use of “service employees” unless the Subcontract qualifies for class deviation under Section 4(b) of the McNamara- O’Hara Service Contract Act or any other exception available under Federal law (see, e.g., 29 C.F.R. §§ 4.115, 4.123(e))
FAR 52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014), if FAR 52.222-41 applies
FAR 52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018), if FAR 52.222-41 applies, and the Subcontract is a multi-year contract, or the Subcontract is a contract with options to renew exceeding the Simplified Acquisition Threshold
FAR 52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022) if FAR.222-6 or 52.222-41 applies and is to be performed in whole or in part in the United States
FAR 52.243-1	CHANGES - FIXED PRICE (AUG 1987). Use Alternate I (APR 1984) for services when no supplies are to be furnished. Use Alternate II (APR 1984) for services when supplies are to be furnished. Use Alternate V (APR 1984) for R&D.
DEAR 970.5222-1	Collective Bargaining Agreements Management and Operating Contracts (Dec 2000) if Agreement is for protective services or other services performed on-site which will affect the continuity of operation of the facility
DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000), if the work is performed on-site at a DOE-owned or leased facility

THE FOLLOWING CLAUSE APPLY IF THE SUBCONTRACT IS FOR \$3,500 OR MORE:

FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (NOV 2021), unless the services or supplies provided are for the purchase of a Commercially Available Off-The-Shelf (“COTS”) item or services are performed entirely outside the United States
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THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS THE MICRO-PURCHASE THRESHOLD:

FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE (JUN 2020)
FAR 52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2022)
FAR 52.225-1	BUY AMERICAN – SUPPLIES (JAN 2021)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT IS FOR \$15,000 OR MORE:

FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
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THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT IS FOR \$30,000 OR MORE:

FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (JUN 2020), solely incorporated to the extent Seller exceeds the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, in which case, Seller shall provide the required information to allow the Buyer to meet its obligations as a prime contractor unless such information is publicly available per (d)(3)(ii)
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THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$35,000:

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021), if applicable as set forth in FAR 9.405-2(b)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$100,000:

DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2000)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$150,000:

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS THE SIMPLIFIED ACQUISITION THRESHOLD:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020). For acquisition of commercial items, use the clause with Alternate 1 (NOV 2021)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018), unless there are no subcontracting opportunities

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010), if the Subcontract will be performed wholly or partially in the United States

FAR 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MAY 2014), if FAR 52.222-41 applies, but FAR 52.222-43 does not apply

FAR 52.225-8 DUTY-FREE ENTRY (OCT 2010), if (1) supplies are identified in the Subcontract to be accorded duty-free entry will be imported into the customs territory of the U.S.; or (2) other foreign supplies in excess of \$15,000 may be imported into the customs territory of the U.S.

FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)

FAR 52.229-3 FEDERAL, STATE AND LOCAL TAXES (FEB 2013), if the Subcontract is to perform wholly or partly in the United States or its outlying areas and if a fixed-price contract is contemplated

FAR 52.242-13 BANKRUPTCY (JUL 1995)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$500,000:

FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016), solely with respect to providing the information in subparagraph (f) the clause and public availability of the information provided

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$750,000:

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) unless the Seller is a small business or there are no subcontracting possibilities

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$6 MILLION AND A PERFORMANCE PERIOD OF MORE THAN 120 DAYS:

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(END OF GENERAL PROVISIONS)

GENERAL TERMS AND CONDITIONS

For On Site “Non-Green” Services

Subcontract Rider

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1. CLAUSES INCORPORATED BY REFERENCE

The Article of the Standard Terms and Conditions entitled “Clauses Incorporated by Reference” is supplemented with the following clauses:

- DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
- DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)
- DEAR 952.204-77 COMPUTER SECURITY (AUG 2006), in Subcontracts in which the Seller may have access to computers owned, leased or operated on behalf of the Department of Energy

2. GOVERNMENT-FURNISHED PROPERTY

- A. The requirements of this Article three (3) apply when certain Buyer-provided property (hereinafter referred to as Government-furnished property or “GFP”) is provided to the Seller in performance of the Subcontract. The schedules set forth in this Subcontract are based upon the premise that the GFP will be delivered to the Seller in sufficient time to enable Seller to meet said schedules. In the event that such GFP is not delivered to Seller in sufficient time to enable Seller to meet the said schedules, the Buyer shall, if requested by the Seller, determine if any unreasonable delay has occurred, and if so, shall grant a reasonable extension of the time for completion of performance.
- B. Title to such GFP shall be and remain with the Government, and shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall any such property, or any part thereof, be or become a fixture or lose its identity as personal property by reason of affixation to any realty. The Seller shall maintain adequate property control records of such property consistent with good business practice and as may be prescribed by the Government or the Buyer, and shall cause all such property to be clearly marked (if not so marked) to show that it is property of the Government.
- C. GFP shall be used for the performance of this Subcontract only.
- D. The Seller shall, in accordance with sound industrial practice, protect and preserve such GFP until completion by the Seller of all work required by this Subcontract. Should any repair or replacement of any such property become necessary during the term of this Subcontract other than by reason of the negligence or fault of the Seller, the same shall be made by the

Seller with the approval of and for the account of the Buyer and the title thereto shall vest in the Government and any delay occasioned thereby shall be considered an excusable delay under this Subcontract.

- E. Unless otherwise provided in this Subcontract, the Seller assumes the risk of and shall be responsible for any loss of or damage to the GFP in its possession except for reasonable wear and tear, or due to causes unrelated to the Seller's fault or negligence.
- F. The Government and the Buyer shall at all times have access to the premises wherein any GFP is located.
- G. Upon completion of this Subcontract, the Seller shall submit, in a form acceptable to the Buyer, inventory schedules covering all items of GFP utilized in the performance of this Subcontract (including any resulting scrap), not theretofore delivered to the Government or the Buyer.

3. SELLER PERSONNEL

- A. All Seller employees performing the work under this Subcontract shall have that level of education, experience, physical competence, and training required for the skillful, workmanlike, efficient and safe carrying out of their Subcontract tasks and shall carry out such tasks in like manner.
- B. Only persons who are eligible to work in the United States of America (U.S. citizens, green card holders, or those with the appropriate visa) may be employed to work at this site. Sellers and their employees must show government-issued identification to gain access to this site, and persons who are unable to provide proper I.D. will not be permitted to enter SLAC premises.
- C. In the event that non-English speaking workers are utilized, the Seller shall, at all times when work activity is on-going, have a designated worker who is bilingual in English and the language of those workers on site to interpret work instructions and safety orders.
- D. At the request of the Buyer, the Seller shall notify the Buyer, in writing, of the names of all of its personnel and its sub tiers together with a summary of the extent and character of the work to be done by each.

4. WORK HOURS AND HOLIDAYS

- A. The Seller will be permitted to work in the work areas, and delivery of materials may be made during normal working hours (7 am to 5 pm, Monday through Friday, unless otherwise indicated in the Contract Documents) and, when authorized in advance by the Procurement Specialist, after hours, on holidays, or weekends.
- B. SLAC holidays:

New Year's Day	Independence Day Labor
Martin Luther King's Birthday Holiday	Day Holiday
President's Birthday Holiday	Thanksgiving: Thursday & Friday
Memorial Day Holiday	Christmas - two days

Additionally, SLAC is usually shut down during the period between Christmas and New Year's Day.
- C. Unless required by law, no extra payment will be allowed for extra expense incurred by the Seller for its employees working holidays.

5. COOPERATION WITH OTHER SELLERS AND BUYER PERSONNEL

Other Seller and Buyer personnel may be working in or occupying the work area within and adjacent to the Seller's work area. All Sellers shall have equal rights to use the haul roads, grounds, utilities, etc., and shall coordinate their activities which may be in conflict so as to cause a minimum of interference. The Seller shall cooperate with others in the scheduling of work to avoid undue inconveniences to all concerned. The Seller shall not commit or permit any act which will interfere with the performance of work by any other Seller or by Buyer employees.

6. NOTICE OF LABOR DISPUTES

Whenever an actual or potential labor dispute is delaying or threatens to delay the performance of the work, the Seller shall immediately notify the Buyer in writing. Such notice shall include all relevant information concerning the dispute and its background.

7. GENERAL SCOPE OF WORK

Except as otherwise indicated in the Subcontract Documents, the Seller shall furnish all labor, materials, tools, equipment, incidentals, and submittals necessary to prepare for and perform the work. Where standards are not specified, the Seller shall perform the work in accordance with the best general practice and industry standards, and provide materials and workmanship of the first quality. Where the Subcontract Documents do not provide complete details, the Seller shall seek written clarification from the Buyer, with an explanation of the details of the planned method for meeting the Subcontract requirement.

8. BUYER MONITORING OF THE WORK

- A. Seller is responsible for performing the work called out herein in a manner fully compliant with all Subcontract Documents. As an aid to assessing, accepting, and approving the Seller's performance, the work under this Subcontract is

subject to monitoring and quality assurance surveillance by the Technical Representative.

- B. The Technical Representative shall not impose tasks or requirements upon the Seller additional to or different from those required by the Subcontract Documents. The Technical Representative shall provide such technical guidance to the Seller as may be appropriate and reasonable to assure compliance with all specifications, technical requirements, and other obligations of the Subcontract.
- C. Back Charge for Extraordinary Monitoring. The Buyer monitors compliance with Subcontract requirements for its own benefit. Monitoring is performed by the Technical Representative or other representatives such as safety personnel, inspection and testing vendors, security personnel, and by the Procurement Specialist.
 - i. In the event that Seller's performance is not in accordance with the Subcontract or applicable laws and regulations, the Buyer may incur increased costs for monitoring in order to verify that corrections have been made by the Subcontractor and compliance achieved. The Buyer, at its election, may recover costs of this extraordinary effort by reducing the amount of the Subcontract price as set forth below, in addition to any other remedies available.
 - ii. Isolated noncompliance. Upon a first (single) occurrence of material noncompliance with a Subcontract requirement or applicable law or regulation, the Technical Representative or designee and the Seller's on-site representative shall agree on the correction to be made and the schedule for the correction.
 - iii. If agreement is not reached the Technical Representative or designee and the Seller's on-site representative shall immediately contact the Procurement Specialist for resolution. Each time the Technical Representative or designee checks for compliance, a reasonable back charge will apply if material compliance has not been achieved, and a revised schedule for correction shall be established. If the Technical Representative or designee and the Seller's on-site representative do not agree on the status of compliance, they shall immediately contact the Procurement Specialist for resolution.
 - iv. Continuing, repetitive, or multiple noncompliance: In the event of continuing, repetitive, or multiple noncompliance, back charges shall apply during each instance where the Technical Representative or designee is required to take action to obtain compliance, including but not limited to assignment of a full-time Buyer inspector to the project. If the Technical Representative or designee and the Seller's on-site representative do not agree on the status of the work, they shall immediately contact the Procurement Specialist for resolution.
 - v. Back charges for extraordinary monitoring shall be at the rate of \$100 per hour for a minimum of one hour per incident. Any monetary adjustment by the Buyer for extra monitoring is independent of that which may be otherwise charged against the Seller by any external regulatory or oversight agencies.

9. SITE INVESTIGATION, REPRESENTATIONS, AND SPECIFICATIONS

- A. The Seller acknowledges that it has satisfied itself as to the nature and location of the work; the general and local conditions, particularly those bearing upon work hazards and safety, transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, and similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and all other matters upon which information is reasonably obtainable and which can in any way affect the work or the cost thereof under this Subcontract. The Seller further acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, from exploratory work done by the Buyer, as well as from information presented by the drawings and specifications made a part of this Subcontract.
- B. Any failure by the Seller to acquaint itself with all of the available information will not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Buyer assumes no responsibility for any understanding or representations made by any of its officers or agents during or prior to the execution of this Subcontract, unless (1) such understanding or representations are expressly stated in the Subcontract, and (2) the Subcontract expressly provides that the responsibility therefore is assumed by the Buyer.
- C. Should the Subcontract Documents and Seller's reasonable inspection in accordance with Subparagraph A not adequately convey the actual physical or operating conditions expected to be encountered in the execution of the Work of this Subcontract, it shall be the responsibility of the Seller to so advise the Buyer. Such advice shall be in writing and shall be submitted to the Buyer in sufficient time prior to the scheduled completion of the work so that a revision to drawings or specifications may be made, if necessary.

10. PREPARATIONS, STORAGE, AND ANCILLARY OPERATIONS

- A. Except as otherwise indicated in the Technical Specifications, the Seller shall deactivate, remove, relocate, store, protect, reinstall, reactivate, and return to original condition all furnishings, equipment, other property, and landscaping, and otherwise prepare for the work, including but not limited to utility shutdowns and disconnections, systems draining and purging, rigging, removal and storage of all furnishings, equipment, other property and landscaping, utility reconnection and startup, systems charging and startup, and replacement and refurbishment of property to original condition.

- B. Warehouse, shop, tool storage, office facilities and stockpile areas may be provided by the Subcontractor at its own expense. The Seller may, in locations on the site to be designated by the Buyer, erect structures, install utilities, and establish storage areas as may be necessary to perform the work under the Subcontract. The Seller is responsible for the safekeeping of all its materials, tools, and equipment. All of the above structures and facilities shall remain the property of the Seller, and, unless otherwise authorized by the Buyer, shall be removed from the site of the work at the Seller's expense upon completion of the work or when directed by the Buyer. After such removal, the sites thereof shall be cleaned up and restored to the satisfaction of the Buyer and in compliance with applicable law.
- C. Only materials, appliances, and plant to be used for the performance of the Subcontract work may be stored in stockpile areas or in warehouses and shop facilities (whether erected by the Seller or not) located on Buyer-controlled land. If the Seller abandons the performance of the subcontract work or if the Subcontractor's right to proceed is terminated pursuant to FAR 52.212-4(M), the Seller shall hold and save the Buyer, the Government, and their officers and agents free and harmless from any liability of any nature or kind arising from the Buyer's entry into such stockpile areas, warehouses, or shop facilities and from the Buyer's taking possession of and utilizing such materials, appliances, and plant in completing the subcontract work.
- D. No unauthorized or unwarranted entry upon or passage through, or storage or disposal of materials shall be made upon Buyer or SLAC premises. The Seller shall be liable for any and all resulting damage caused by it to such Buyer or SLAC premises, including all removal or restoration costs.
- E. The Seller shall use only established roadways or it may construct and use such temporary roadways only as may be authorized by the Buyer. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicles or prescribed by any Federal, State, or local law regulations. When it is necessary to cross curbing or sidewalks, operate heavily loaded vehicles over developed areas, or operate track-type vehicles on surfaced streets, sidewalks or developed areas, protection against damage shall be provided by the Seller and any damaged roads, curbing, sidewalks or developed areas shall be repaired by, or at the expense of, the Subcontractor.

11. ENVIRONMENTAL, SAFETY, AND HEALTH PROTECTION – CODES AND STANDARDS

- A. All work performed by the Seller and its sub tiers shall be in accordance with the applicable Federal, State, and local environmental laws, codes, standards, and regulations, including those described in this Article.
- B. The Seller and its sub tiers shall also perform work in accordance with the following Buyer-specific requirements, which are largely consistent with applicable regulatory requirements: (1) SLAC's [Injury and Illness Prevention Program \(IIPP\)](#) including those regulations and standards listed in Appendix B thereto; (2) [ES&H Manual Chapter 42 "Subcontractor Safety"](#); and (3) any additional safety and environmental requirements, codes, standards, and regulations detailed in the specifications or statement of work.
- C. With regard to safety and health regulations, SLAC has adopted the California Division of Occupational Safety and Health (Cal/OSHA) general industry and construction safety orders as found in Title 8 of the California Code of Regulations. However, government enforcement of safety and health compliance is under the jurisdiction of the federal Department of Energy.
- D. All codes, standards, and referenced specifications in the Subcontract Documents shall mean latest edition, including supplements when such exists, unless otherwise stated. Where differences exist in the levels of protection prescribed in applicable codes, standards, and referenced specifications, the level which provides the greatest protection to the Buyer shall govern, unless otherwise stated. Any variances from the codes and standards noted by the Seller in the specifications and drawings shall be brought to the Procurement Specialist's attention immediately by notification in writing.
- E. The Government, the State of California, and local jurisdictions may have the authority to fine the Buyer, the Seller and sub tiers for failure to comply with applicable safety, health, and environmental laws. The Buyer reserves the right to recover costs arising from Seller and its sub tiers' failure to comply with applicable laws and standards.

12. ENVIRONMENTAL PROTECTION REQUIREMENTS

- A. All personnel and equipment necessary for the protection of the environment in performance of the Subcontract shall be the responsibility of and shall be provided by the Seller. Failure to maintain adequate measures to ensure protection of the environment as required by applicable laws and Buyer standards may result in termination for default, and assessment of clean-up costs.
- B. Materials, processes and activities that the Seller proposes to employ that are governed by the Clean Air Act must conform to requirements specified by the Bay Area Air Quality Management District (BAAQMD). Refer to BAAQMD regulations for details on the relevant materials.
- C. All on-site activities shall include Best Management Practices (BMPs), required by the Clean Water Act, to prevent the introduction of hazardous and non-hazardous materials into stormwater or conveyances that transport stormwater off-site to streams and the Bay.
- D. All hazardous wastes generated on site must comply with California Department of Toxic Substances Control ("DTSC") laws and regulations. This includes storage, labeling, transport and disposal. Management of hazardous wastes shall be coordinated with SLAC's Waste Management Group.
- E. Sellers, their personnel and sub tiers shall not cause to be delivered or bring radioactive materials or radiation generating

devices to Buyer's premises without prior express approval from the Procurement Specialist and designated representatives from the Buyer's Radiation Protection Department. [Examples of such radioactive materials and radiation generating devices are available.](#)

- F. All work shall be performed in a manner consistent with [SLAC's Environmental, Safety and Health Policy](#).

13. INJURY AND ILLNESS PREVENTION PROGRAM IMPLEMENTATION

- A. Seller is responsible for safe working practices and shall ensure the safety of their personnel, sub tier personnel, Buyer personnel, other personnel and visitors, Buyer and Government property, and private property in the performance of the Subcontract. Seller, its personnel and sub tiers shall comply with all applicable safety and health laws, standards, and regulations.
- B. Seller shall implement, and require its personnel and sub tiers to implement [SLAC's Injury and Illness Prevention Program \(IIPP\)](#), or their own equivalent. Seller shall implement, and require its personnel and sub tiers to implement [SLAC ES&H Manual Chapters 2 and 42](#). Seller shall implement, and require its personnel and sub tiers to implement, [Work Planning and Control \(WPC\)](#) to ensure that that the overall project and each defined work activity conforms to SLAC's WPC program. In addition, to the extent an on-site incident or accident requiring investigation occurs, the Seller shall fully cooperate in such Buyer and DOE investigations, including by providing access to relevant documentation and personnel in accordance with DOE O 225.1B, titled Accident Investigations. The WPC process elements shall include the following steps: (a) Define scope; (b) Analyze hazards; (c) Identify and implement controls; (d) Perform the work within controls; (e) Provide feedback and improvement. Additionally, the WPC process shall include the proper authorization and release of all work on a daily basis by the Technical Representative and the Seller.
- C. The Seller shall establish processes to ensure hazards are identified and abated routinely. All workers shall be encouraged to engage in the hazard identification and control process and speak up when they have a concern.
- D. The Seller shall ensure that its personnel and sub tiers understand that they may decline work or stop others from performing work if the work may create an "imminent danger," or when a worker does not believe there is sufficient time to abate a hazard through the standard means in the performance of the task. An "imminent danger" situation is defined as one that could result in serious injury, death, or significant environmental or property damage. A process shall be established for employees to communicate to their supervisor and work together to mitigate imminent dangers.
- E. All personnel and equipment necessary for the Injury and Illness Prevention Program (IIPP) implementation shall be the responsibility of and shall be provided by the Seller to assure public safety and properly guard against personal injury or property damage. Examples include: Flaggers, signs, barricades, fences, lights, fire extinguishers, and similar precautions.
- F. Seller and sub tier personnel shall be made available for interviews; equipment shall be made available for inspection, measurement and testing; work planning and training documentation shall be provided to Buyer and DOE upon request.
- G. Failure to maintain adequate measures to ensure safe working practices and safety as required by applicable laws and Buyer standards may result in termination for default.

14. ENVIRONMENTAL, SAFETY, AND HEALTH COMPLIANCE, OVERSIGHT, AND ENFORCEMENT

- A. All Buyer employees, agents, and subcontractors, and DOE employees and agents, have the authority and responsibility to identify and stop any activity creating an imminent danger as defined in the Article in the General Terms and Conditions entitled "Quality of Items and Counterfeit Parts." If directed to stop an activity creating an imminent danger, the Seller shall comply, and immediately contact the Technical Representative for further direction.
- B. The Seller is required to effectively address environmental, safety, and health compliance concerns on a continual basis. The Seller shall immediately correct environmental, safety, and health non-compliances and hazards upon the request of the Technical Representative or Procurement Specialist. Further, the Technical Representative or Procurement Specialist may, at their discretion, issue a written notice of violation if the work is found to be non-compliant with the applicable environmental, safety, and health laws and SLAC standards. DOE staff are also authorized to inspect construction projects, communicate deficiencies to SLAC management, and request work be stopped due to imminent danger or regulatory violations.
- C. If a notice of violation is not adequately addressed in the time specified in the notice, or if at any time the Seller or its sub tier's activities present an imminent danger or violate applicable environmental, safety and health laws and standards, the Procurement Specialist or Technical Representative may issue a written stop work order until the dangerous or non-compliant activities are remedied at the Seller's expense. The Seller shall be required to recover the schedule at its expense, and may be required to reimburse the Buyer for extraordinary monitoring as described in this Subcontract. The Seller shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage resulting from its non-compliance with environmental, safety, or health related requirements.

15. RETURN OF SLAC BADGES, KEYS, AND DOSIMETERS

Loss of SLAC badges, keys, and dosimeters present significant security risks and replacement costs for the Buyer. Seller must track ID badges, keys, and dosimeters received by its employees, and notify the Procurement Specialist of any missing badges, keys, or dosimeters as soon as such loss is discovered, and in no event later than closeout. Further, in addition to any other

remedies available under this Subcontract, the Buyer may charge, at its discretion, a penalty of \$500 per ID badge, key, or dosimeter not returned to the SLAC Security Office within five (5) days of the completion of the Seller's performance. Such penalties shall be deducted from the final payment. The Buyer may, at its discretion, require a certification from the Seller that it has complied with this requirement and has reported to the Procurement Specialist any missing ID badges, dosimeters, or keys.

16. SITE SECURITY AND SENSITIVE FOREIGN NATIONS SITE ACCESS

- A. All Seller personnel coming on-site must display a valid driver's license if operating a vehicle, or otherwise provide valid government-issued identification.
- B. All Seller personnel regularly performing work on-site must comply with SLAC site access control, badging, training, and emergency protocols.
- C. All operations of the Seller shall take place during times specified in the Subcontract or as defined in Section 5 above and be confined to areas defined in the Subcontract, or as otherwise authorized or approved by the Buyer. Noncompliance may result in revocation of access privileges.
- D. Seller shall access SLAC computers and networks only when such access is reasonably necessary in performing the Subcontract, or otherwise as expressly authorized by the Procurement Specialist. If such access is permitted, Seller must comply with SLAC cybersecurity policies and standards governing the use of SLAC computers and networks.
- E. With the exclusion of GFP furnished to the Seller and Seller's property used in the performance of the Subcontract, all other property on-site belongs to the Buyer or the Government and shall not be removed without express written authorization from the Procurement Specialist.
- F. Unless otherwise specified in the Subcontract, Sellers coming on-site must park in areas designated by the Procurement Specialist or the SLAC Security Office.
- G. In accordance with the Department of Energy Acquisition Regulation 952.204-71 "Sensitive Foreign Nations Controls (Mar 2011)" and the current version of the DOE Order governing Unclassified Foreign Visits and Assignments (DOE Order 142.3A), specific approval requirements for certain non-U.S. Persons ("U.S. Persons" = U.S. citizens and Permanent Residents) working at SLAC National Accelerator Laboratory have been established for Sellers and must be flowed down to their sub tiers. In accordance with these controls, Seller's personnel performing any effort under this purchase order/subcontract on-site shall be subject to the requirement for the completion and submittal of an online registration form: http://www-group.slac.stanford.edu/esh/security/badge_subcontractor.htm, and may be subject to additional access restrictions pursuant to the DOE Order governing Unclassified Foreign Visits and Assignments.

17. INSURANCE

- A. Seller shall secure and maintain in effect at all times during the performance of the work under this Subcontract the coverages of insurance, set forth below, which shall be maintained with companies, underwriters or underwriting firms under forms of policies satisfactory to the Buyer. **The Seller shall furnish to the Buyer concurrently with the execution of this Subcontract and prior to commencing any performance thereof, two (2) copies of a Certificate of Insurance substantiating the said coverages and endorsements described below.** The types and levels of required insurance for all Subcontracts are as follows:
 - i. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired vehicles with a combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - ii. Commercial General Liability Insurance with limits (as supplemented by any umbrella policies, if applicable) as follows:
 - a. For Subcontracts with a total value under \$100,000, insurance limits not less than one million dollars (\$1,000,000) per occurrence;
 - b. For Subcontracts with a total value from \$100,001 through \$999,999, insurance limits not less than three million dollars (\$3,000,000) per occurrence;
 - c. For Subcontracts with a total value greater than one million dollars (\$1,000,000), insurance limits not less than five million dollars (\$5,000,000) per occurrence.
 - iii. Worker's Compensation Insurance of not less than \$1,000,000 per person; \$1,000,000 per accident with an endorsement containing a clause waiving subrogation.
- B. Seller shall provide the following endorsements to its Commercial General Liability policy and/or ensure that the Commercial General Liability insurance policy (together with its umbrella policy if used to satisfy insurance limits above) is amended, if needed, to include the following:
 - i. An endorsement naming the Buyer, Board of Trustees of the Leland Stanford Jr. University, its trustees, officers, employees, faculty, students, volunteers, and agents and DOE as additional insureds under said Commercial General Liability policies with respect to liability arising out of or in any way connected with the performance of the Subcontract and stating that said policies are primary as to any loss to which the insurance coverage provided thereby is applicable

without right of contribution from any insurance otherwise maintained by the Buyer or DOE.

- ii. A cross liability or severability of interest clause.
 - iii. A clause waiving subrogation.
 - iv. Inclusion of contractual liability insurance and a statement nullifying any clause in such insurance policies excluding liability assumed under contract.
- C. The Seller, by its signature to this Subcontract, warrants that all of the insurance required by this Subcontract is currently in effect and will be maintained throughout the period of this Subcontract, except that the minimum coverage specified above must not be encumbered by other claims during the period of performance by more than ten percent (10%) of the coverage specified.

18. ASSUMPTION OF RISK UNTIL FINAL ACCEPTANCE

The Seller shall and does hereby assume all risks and responsibility for damage to its work and materials from fire, earthquake, storm and/or other causes prior to the completion and acceptance of the work pursuant to the Article of the General Terms and Conditions entitled "Inspection and Acceptance of Items or Services", and shall at its own cost and expense repair and/or replace any work or materials damaged or destroyed.

19. MISCELLANEOUS SITE POLICIES

- A. For the purposes of this rider, Non-Green Services are categories of services described on the [SLAC Infrastructure and Safety – Work Planning and Control Website](#).
- B. The playing of (radios, phone speaker devices) or listening (use of earbuds, or similar) to music, podcasts, etc. while performing work is not permitted.
- C. Except to the extent provided by law, pets are not permitted on Buyer's site.

(END OF NON-GREEN SERVICES RIDER TERMS AND CONDITIONS)