



OAK RIDGE INSTITUTE FOR SCIENCE AND EDUCATION

Request for Quote # 26-57388 NOTICE OF 100% SMALL BUSINESS SET-ASIDE

December 2, 2025

Ashley Larkin
ORAU/ORISE
Buyer
Ashley.Larkin@orau.org

Potential Offerors,

Oak Ridge Associated Universities (ORAU) is seeking a proposal for **Laboratory Supplies** for the Oak Ridge Institute for Science and Education (ORISE) Beryllium Laboratory (located in Oak Ridge, TN) in accordance with **Attachment 1 – Items List**. Please review this document and all accompanying documents and attachments before submitting pricing to the individual named above on or before **Friday, December 12, 2025**.

PRICING

Offeror(s) shall provide a quote reflecting a **fixed-unit-rate** inclusive of all components (*profit, fee, shipping, etc.*). In accordance with clause H.2 – Economic Price Adjustment – Standard Supplies, Offerors must include their *established price* and any provided discount. Offerors must warrant that the discount provided will stay constant with any request for economic price adjustment. If *established price* is not included with response, Offeror may be deemed technically unacceptable.

Quote shall be inclusive of all components (i.e. *profit, fee, shipping, etc.*) and at the **lowest price available**. Please ensure all discounts, including GSA, Government, Integrated Contractor Purchasing Team (ICPT), educational or best value is accurately reflected. Should GSA pricing be quoted, please provide the GSA Schedule Number. Open-market pricing shall include a published price list, if available.

No substitutions are permitted. Offeror(s) may propose prices for some, all or none of the items requested. Offeror(s) should NO BID any item(s) they are unable to provide. Estimated usage for each item is provided in Attachment 1, but the actual quantities to be purchased may vary.

DELIVERY

Items must be delivered to the following address:

ORAU\ORISE
1299 Bethel Valley Road, Bldg SC-200
PO Box 117
Oak Ridge, TN 37830

TERMS AND CONDITIONS

Attachment 2 – Contract Terms and Conditions will apply to any resulting award. Award may include additional terms not identified herein.

AWARD CRITERIA

ORAU intends to award a Blanket Purchase Agreement as the result of this solicitation. The anticipated NTE value of this agreement for the five-year period of performance will be *approximately* \$125,000.00. Award will be made to the responsible and responsive small business Offeror(s) who provides the best value offer based on price, delivery, and past performance.



OAK RIDGE INSTITUTE FOR SCIENCE AND EDUCATION

ATTACHMENTS

Attachment 1 – Items List

Attachment 2 – Contract Terms and Conditions

Attachment 1 - Items List

INSTRUCTIONS: This attachment must be completed and submitted with proposal.

a) Insert a fixed-unit-price (inclusive of all fees, including shipping) in COLUMN G.

b) Insert the Offerors current *established price (reference H.4 Economic Price Adjustment (EPA))* in COLUMN H.

c) Insert any extended discount offered from the Offerors *established price* in COLUMN I. *Offeror shall warrant that the extended discount will apply to any request for EPA.*

No product substitutions are permitted. If you cannot provide a particular item, please type "NO BID" in COLUMN G or black out cells.

Line	ORAU Item #	Description	Unit	Manufacturer Item #	Estimated QTY	Price	Established Price	Extended Discount	Comments
1	BE-00047	Gibco, Dulbeccos Saline (500mL)	10 btl/cs	14190-250	900				
2	BE-00048	Gibco, Penicillin/Streptomycin (20 mL)	Each	15140-148	125				
3	BE-00049	Gibco, RPMI Medium 1640 (500ml)	10btl/cs	22400-105	210				
4	BE-00050	Gibco, L-Glutamine (100mL)	Each	25030-081	125				
5	BE-00051	Gibco, Dulbeccos Saline (1 L)	6 btl/cs	14190-235	67				
6	BE-00052	Gibco, Penicillin/Streptomycin (100 mL)	Each	15140122	108				

Estimated QTY is for a five-year period of performance

Attachment 2 - Contract Terms and Conditions

Contract Terms and Conditions

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Attachment 2 - Contract Terms and Conditions

Terms and Conditions

A. Solicitation/Offer/Award

B. Supplies or Services & Prices

B.1. Type of Agreement

This is a Blanket Purchasing Agreement for items and/or services described in Sections B and C, and elsewhere in this Agreement.

B.2. Limitation of Funds

Total funds up to **\$0.00** are obligated herewith and made available for payment of authorized effort in accordance with the terms and conditions of this Agreement. Funds will be obligated with each Official Release for delivery of services authorized under this Agreement.

Subcontractor agrees:

- (1) To comply with the specific limitations (ceilings on funding or encumbrances) set forth in this Agreement, **FUNDS ARE OBLIGATED ONLY AT TIME OF EXECUTION OF OFFICIAL RELEASE.**
- (2) To comply with other requirements of the Agreement, and
- (3) To notify ORAU promptly, in writing, whenever it has reason to believe that any limitation on funding and encumbrances will be exceeded or substantially under-run. While performing under any Release(s) issued under this Agreement the Subcontractor shall notify the ORAU Contract Specialist in writing when 85% of the dollars authorized in the Release(s) are expended. The notification shall indicate whether Subcontractor can complete the task within the authorized funding ceiling and the approximate date on which completion can occur.

B.3. Funds Availability

ORAU's obligation under this Agreement is contingent upon the availability of appropriated funds from the U.S. Government from which payment for Agreement purposes can be made. No legal liability on the part of ORAU and the U.S. Government for any payment may arise until funds are made available to ORAU for this Agreement and until the Subcontractor receives notice of such availability.

B.4. Payment

ORAU shall make payment upon receipt of each invoice meeting the requirements of this Agreement. Unless otherwise provided, terms of payment shall be **NET 1** days from the latter of (1) submission of Subcontractor's proper invoice, if required (unless such invoice is not approved), or (2) delivery of supplies/completion of work if invoice is not required. Any offered discount shall be taken if payment is made within the discount period that Subcontractor indicates. Payments may be made either by check or electronic funds transfer, at the option of ORAU. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer made.

Subcontractor's acceptance of final payment of any agreement hereunder constitutes a release of all claims and liabilities, which the Subcontractor may have against ORAU relating to that agreement.

C. Specifications/Statement of Work

C.1. Introduction - ORISE

The Oak Ridge Institute for Science and Education (ORISE) is a U.S. Department of Energy (DOE) asset that is dedicated to enabling critical scientific, research, and health initiatives of the department and its laboratory system by providing

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world class expertise in STEM workforce development, scientific and technical reviews, and the evaluation of radiation exposure and environmental contamination.

C.2. Deliverables

Specific deliverables shall be designated upon award of official Release(s) or as requested by the ORAU Technical Contact. All deliverables shall be unclassified and shall be provided to ORAU in accordance with the specifications included in each Release. The shipping address for all deliverables is contained in Section F of this Agreement.

C.3. Releases

(a) This Agreement includes work to be conducted only as required and requested by ORAU and authorized by official Releases. ORAU guarantees no minimum or maximum value of expenditures under this Agreement but considers the Subcontractor a highly capable resource for fulfillment of this requirement.

(b) To initiate any performance under this Agreement, the following prerequisites must exist:

(1) An official written Release must be issued by the ORAU Subcontract Administrator to Subcontractor. Only the Subcontract Administrator may authorize work and/or funding under this Agreement. (The Technical Contact(s) specified on each Release may provide details/decisions for the Release up to the authorized funding ceiling of the Release.)

(2) The official Release shall include the Agreement number, Agreement item number, the specific work to be performed, the period of performance for the Release, any job specific requirements required to perform the work, specific deliverables, timelines, milestones, or meetings associated with the specific Release. A *ceiling* price authorization limit will be stated in U.S. dollars and signed by the Subcontract Administrator.

(3) Individual Release(s) will include specific terms and conditions as they relate to the prime contract or agency the scope of work supports. Subcontractor shall adhere to all terms and conditions as stated on the Release(s). Terms and conditions may be subject to the FAR or other federal agency supplements.

(c) An executed (full signature of authority) original of this Agreement must be received and accepted by ORAU before any official Releases for services can be made by ORAU. A fully executed Release must be received by ORAU before beginning of any work and/or services.

D. Packaging & Marking

D.1. Packaging

Preservation and packing for shipment or mailing of all unclassified work delivered hereunder shall be in accordance with good commercial practices, adequate enough to ensure acceptance by carriers, and at the most economical rate(s). The Technical Contact will indicate whether deliverables will be electronic or hard copy, and will provide any necessary formatting instructions for reports or other deliverables.

D.2. Marking

Each unclassified package, report, or other deliverable shall be accompanied by a letter or other document stating the following:

- (1) the Agreement number under which the item is being delivered;
- (2) the deliverable Item Number or Report Requirement which requires the delivered item(s); and
- (3) whether the Subcontractor considers the delivered item to be a partial or full satisfaction of the requirement.

E. Inspection & Acceptance

E.1. Inspection & Acceptance

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(a) The ORAU Technical Contact named in Section G of this Agreement will inspect and accept each deliverable under this Agreement, normally within 14 days of receipt. Inspection and acceptance will be at an ORAU location, unless modified by the Subcontract Administrator. The Technical Contact will be responsible for confirming acceptance of each deliverable under this Agreement to the Subcontract Administrator.

(b) ORAU has the right to inspect and test all services and supplies called for by the Agreement at all places and times, including the period of manufacture or performance, and in any event before acceptance. If ORAU specifies an inspection system elsewhere in the Agreement, Subcontractor shall provide and maintain such inspection system covering services and supplies under this Agreement and shall provide only services and supplies that have been found to conform to the requirements of the Agreement. Complete records of all inspections shall be maintained and made available to ORAU during performance and for as long as Agreement requires. ORAU shall perform inspections and tests in a manner that will not unduly delay the work. ORAU assumes no contractual obligation to perform any inspection or test for Subcontractor's benefit unless specifically set forth elsewhere in this Agreement. ORAU failure to inspect the services and supplies shall not relieve Subcontractor from responsibility, nor impose liability on ORAU, for nonconformity. If ORAU performs inspection or test on the premises of Subcontractor or a subcontractor, Subcontractor shall cause to be furnished, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(c) Except for research and development, ORAU may reject or require correction of any nonconformity. If Subcontractor is not ready for inspection at time specified by Subcontractor, or if prior rejection makes re-inspection or retest necessary, ORAU may charge Subcontractor the additional cost of inspection or test. Subcontractor shall not tender for acceptance corrected or rejected services or supplies without disclosing the former rejections or requirement for correction, and shall disclose the corrective action taken.

(d) Except for research and development, ORAU, in addition to any other rights and remedies provided by law, or under other provisions of this Agreement, may require Subcontractor, at no increase in Agreement price, to (1) re-perform the non-conforming services and correct or replace the non-conforming supplies or (2) reduce the Agreement price to reflect the reduced value of Subcontractor's performance. When supplies are returned, Subcontractor shall bear the transportation cost. If within 10 days of ORAU written notice, Subcontractor fails to re-perform or correct or replace, as required, ORAU shall have the right by contract or otherwise to perform the services, replace or correct such supplies, and charge to Subcontractor the cost occasioned the ORAU thereby and /or terminate this Agreement.

F. Deliveries or Performance

F.1. Period of Performance

The period of performance is January 1, 2026 through December 31, 2030.

F.2. Place of Delivery

Subcontractor shall ship all unclassified deliverables to the address specified on the official Release(s).

Specific instructions regarding the place and time of delivery for all deliverables will be coordinated and communicated by the ORAU Technical Contact.

G. Contract Administration Data

G.1. Contract Point of Contact

The Subcontract Administrator for any resulting award shall be:

Larkin, Ashley Anne

or any such other person as may later be named.

All written communication shall make reference to the Agreement Number and be electronically submitted to the Subcontract Administrator at:

Ashley.Larkin@orau.org

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G.2. Modification Authority

Notwithstanding any other clauses of this Agreement, the Subcontract Administrator, or such other designated individual of ORAU Procurement, shall be the only individual authorized to accept non-conforming work, waive any requirement(s), or modify any term or condition of this Agreement.

Individual elements and/or items related to the Agreement may be added or deleted as other events occur throughout the entire period of performance. New elements will be priced when added.

G.3. Technical Contact

The Technical Contact for this Agreement is:

G.4. Technical Contact Roles & Responsibilities

(a) The Technical Contact has the responsibility/authority to monitor the day-to-day administration of this Agreement, which includes verification of time worked on releases issued under this Agreement and technical interpretation of the requirements. Unless modified, only the Technical Contact named in this Agreement has the authority to monitor subcontractor compliance and perform inspections of subcontractor performance of services rendered under the Agreement.

(b) The ORAU Technical Contact does not have the authority to alter the Subcontractor's obligations or to change any specifications in the Agreement. The ORAU Technical Contact does not have the authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the Agreement. Specifically, the ORAU Technical Contact cannot do any of the following:

- make any agreement with the Subcontractor requiring the obligation of funds (they cannot sign any Agreement, including releases, purchase orders, or modify a contract, or in any way obligate payment of funds);
- encourage the Subcontractor by words, actions, or a failure to act to undertake new work or an extension of existing work beyond the contract period;
- interfere with the Subcontractor's management prerogative by supervising Subcontractor employees or otherwise directing their work efforts;
- authorize a Subcontractor to obtain property for use under an Agreement; allow government property accountable under one Agreement to be used in the performance of another Agreement; issue instructions to the Subcontractor to start or stop work;
- order or accept goods or services not expressly required by the Agreement;
- or discuss acquisition plans or provide any advance information that might give one Subcontractor an advantage over another Subcontractor in forthcoming procurements.

If, as a result of technical discussions it is desirable to alter the Agreement obligations or statements of work, a modification must be issued in writing and signed by the Subcontract Administrator.

(c) The Subcontractor shall proceed promptly with the performance of technical directions duly issued by the Technical Contact in the manner prescribed by this article and within the authority under the provisions of the article. When, in the opinion of the Subcontractor, any technical direction requests calls for effort outside the scope of work or that is inconsistent with this special provision, the Subcontractor shall notify the Subcontract Administrator in writing within 10 working days after its receipt. Written communication shall request the Subcontract Administrator to either:

- (1) advise the Subcontractor in writing within 30 days after receipt of the Subcontractor's letter that the Technical Direction is within the scope of the Agreement and does not constitute a change under the *Changes* clause of the terms and conditions of this Agreement.
- (2) inform the Subcontractor in writing within 30 days after receipt of the Subcontractor's letter not to perform under the direction of the Technical Contact and cancel the direction; or
- (3) advise the Subcontractor within a reasonable time that the Subcontract Administrator will issue a written

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modification to the Agreement.

(d) Failure of the Subcontractor and Subcontract Administrator to agree that the Technical Direction is within the scope of work or a failure to agree upon the action to be taken with respect thereto shall be subject to the provisions of the clause entitled *Resolution of Disputes*.

G.5. Invoices

Invoices shall contain the following information as applicable:

- Date of Invoice,
- Agreement Number,
- Line Item Number,
- Description of Services/Supplies (*including quantities, unit prices, and extended totals*) and,
- Payment Terms

Invoices shall be e-mailed to **ORAUAccountsPayable@orau.org**. The invoice shall be an attachment to the e-mail and must be in PDF Format. If the invoice is e-mailed to the above address, do not send a duplicate in the mail. If mailed please send to the address below.

Oak Ridge Associated Universities

Attn: Accounts Payable

P.O. Box 117, MS 35

Oak Ridge, TN 37831-0117

ORAU utilizes an Electronic Funds Transfer (EFT) Payment Program to expedite the payment process to Subcontractor(s). The payee receives confirmation of the payment immediately with an established e-mail address. If your organization would like to benefit from this service, please email your request with contact information directly to **procurement@orau.org**.

If you have any questions, you may also contact the Subcontract Administrator named in Section G or the ORAU Procurement & Partnerships Help Desk at (865) 576-3049.

H. Special Contract Requirements

H.1. Prohibition on Subcontracting/Assignment of Work

Lower-tier subcontracts for the performance of work or services specified per this Agreement are hereby prohibited without prior written consent from the Subcontract Administrator.

H.2. Economic Price Adjustment - Standard Supplies

(a) Subcontractor warrants that the fixed-unit price stated herein is not in excess of the Subcontractor's applicable established price in effect on the agreement date for like quantities of the same item. The term "fixed-unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that-

- (1) Is an established catalog or market price for a commercial product sold in substantial quantities to the general public; and
- (2) Is the net price after applying any standard trade discounts offered by the Subcontractor.

(b) Subcontractor shall promptly notify the Procurement Representative of the amount and effective date of each decrease in any applicable established price. Each corresponding agreement fixed-unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Subcontractor's established price, and this agreement shall be modified accordingly, subject to the following limitation:

- (1) fixed-unit-rate decreases shall occur no more than twice annually.

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(c) If the Subcontractor's applicable established price is increased after initial award, the corresponding agreement fixed-unit-rate price may be increased, twice annually, upon the Subcontractor's written request to the Procurement Representative, by the same percentage that the established price is increased, and the agreement may be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any agreement fixed-unit-rate price under this clause shall not exceed 10 percent of the original agreement fixed-unit-rate price, unless the Subcontractor provides manufacturer documentation that the manufacturer price has increased in excess of 10%.

(2) Written approval by the Procurement Representative.

(3) Fixed-unit-rate increases shall occur no more than twice annually.

(4) The increased agreement fixed-unit price shall not apply to quantities scheduled under official Release(s) for delivery before the effective date of the increased agreement fixed-unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the subcontractor, within the meaning of the Default clause.

(5) No modification increasing an agreement fixed-unit price shall be executed under this paragraph (c) until the Procurement Representative verifies the increase in the applicable established price.

(6) Within 30 days after receipt of the Subcontractor's written request, the Procurement Representative may cancel, without liability to either party, any undelivered portion of the agreement items affected by the requested increase.

(d) The increased or decreased agreement fixed-unit price shall be effective on the date of fully-executed modification identifying the fixed-unit price changes.

(e) During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the subcontractor shall continue deliveries according to each Release, and ORAU shall pay for such deliveries at the agreement fixed-unit price, increased to the extent provided by paragraph (c) of this clause.

I. Contract Clauses

I.1. ORAU General Terms & Conditions

ORAU General Terms & Conditions, Revision 5; Dated 5-20, are hereby incorporated by reference and made part of this document. ORAU General Terms & Conditions may be viewed in full text at the following website:

<https://orau.org/doing-business-with-us/procurement/terms-conditions.html>

Should you require a paper copy, please contact the Subcontract Administrator named in Section G of this Agreement. This Agreement may also incorporate certain provisions by reference. These articles and clauses apply as if they were set forth in their entirety. For FAR and DEAR provisions incorporated by reference, *Contractor* means Subcontractor and *Contracting Officer* means Subcontract Administrator or ORAU. The FAR and DEAR may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. or from the following Government websites:

FAR: <https://www.acquisition.gov/far/>

DEAR: <https://www.acquisition.gov/dears/>

I.2. Definitions

The following terms shall have the meanings below:

(a) Government means the United States of America and includes the U. S. Department of Energy (DOE) or any duly authorized representative thereof.

(b) Company means Oak Ridge Associated Universities, Inc. (ORAU), acting under Contract No. DE-SC0014664.

(c) Subcontractor means the person or organization that has entered into this Agreement.

(d) Agreement means Purchase Order, Subcontract, Blanket Agreement, Modification, or Release thereof.

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(e) Contract Specialist means Company's cognizant Procurement Representative.

(f) Educational Institution means an entity identified in Office of Management and Budget Circular No. A-21.

I.3. Acceptance of Terms & Conditions

Subcontractor, by signing this Agreement, delivering the supplies, or performing the requirements indicated herein, agrees to comply with all the terms and conditions and all specifications and other documents that this Agreement incorporates by reference or attachment. ORAU hereby objects to any terms and conditions contained in any acknowledgment of this Agreement that are different from or in addition to those mentioned in this document. Failure of ORAU to enforce any of the provisions of this Agreement shall not be construed as evidence to interpret the requirements of this Agreement, nor a waiver of any requirement, nor of the right of ORAU to enforce each and every provision. All rights and obligations shall survive final performance of this Agreement.

I.4. Anti-Solicitation

Subcontractor shall not solicit, directly or indirectly, or employ any employee of ORAU during the period that any services are being provided to ORAU and for 6 months after the last provision of services without the prior written consent of ORAU.

Subcontractor hereby acknowledges and agrees that it has not and will not, to the best of its knowledge and belief, and except as otherwise set forth in this Agreement, compete with ORAU for work while performing under this Agreement.

I.5. Confidentiality and Nondisclosure

ORAU requires confidentiality:

(a) All data, samples, materials and/or other information, whether oral or written, which are disclosed or made available to Subcontractor by ORAU, directly or indirectly, will be treated as confidential and will not be disclosed or made available by Subcontractor directly, or indirectly, to any third party nor used for any purpose other than to permit business and/or technical discussions between Subcontractor, and ORAU except as shall be agreed to in writing by ORAU. All data, samples, materials, or other applicable information shall be regarded to be of a proprietary or confidential nature. If confidential/ proprietary information is conveyed orally then a condition of confidentiality shall apply when such information is subsequently identified as such in writing. Subcontractor shall afford such confidential information the same security and care in handling and storage as Subcontractor provides for its own confidential and proprietary information and data. Subcontractor agrees to take all reasonable steps to preserve the confidentiality of all such data and information and agree that such data and information will be made available only to those of your associates, partners and employees as shall have a need to know same and that, unless Subcontractor has already done so, Subcontractor will do all things necessary to obligate such associates, partners or employees to maintain such information in confidence. Subcontractor's obligations as to such data, samples, materials, and/or other information under this paragraph shall not extend to any data, samples, materials, and/or other information which

(1) can be shown by Subcontractor to have been in its possession before the receipt thereof from ORAU or

(2) is now, or hereafter becomes, information in the public domain through no act or failure to act by

Subcontractor or by any of your associates, partners, or employees; or

(3) can be shown Subcontractor to have received subsequently on non-confidential basis from a third party who did not itself acquire same, directly or indirectly, from ORAU or

(4) is independently developed separate from the activities undertaken pursuant to this Agreement.

(b) All written data and information, any samples or materials furnished by ORAU and all copies, reproductions, and portions thereof shall be and remain the exclusive property of ORAU; and Subcontractor agrees promptly to deliver the same to ORAU upon request. Subcontractor further agrees not to make any analysis not requested by ORAU of any data

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furnished to Subcontractor by ORAU nor to permit any third party to do so. Subcontractor also agrees to promptly disclose to ORAU, without any restrictions on our use thereof, all written data and information based on, or derived from the use of ORAU documents of any nature.

(c) Subcontractor obligations under this section shall remain in effect for a period of 5 years from the date of receipt of the subject data, materials and/or other information and shall survive the termination of this or any other agreement between Subcontractor, or any of Subcontractor associates, partners or employees, and ORAU.

(d) Subcontractor shall not be liable to ORAU for disclosure of any data, samples, materials and/or other information received hereunder if such disclosure is made pursuant to a governmental or judicial mandate, provided that Subcontractor shall have given ORAU prompt notice of such mandate before the submission of said data, samples, materials, and/or other information and, provided further, that Subcontractor, shall have taken no action to prevent or interfere with efforts ORAU might take to intervene in any such proceeding or to otherwise prevent such disclosure.

(e) Nothing in this Agreement shall be understood as granting, expressly or by implication, any rights to Subcontractor, under the patents, technical information or know-how of ORAU. No patent license, immunity or other patent right is hereby conferred by implication, estoppel, or otherwise.

(f) Each party shall perform its obligations hereunder at its own costs.

(g) In no event shall either party be liable to the other for any form of indirect, special, or consequential damages arising out of the conduct of this activity or the submission of the subject proposal whether such liability shall arise in contract, tort (including negligence), strict liability or otherwise. The parties acknowledge that monetary damages may be inadequate to protect ORAU against breach of this clause. Subcontractor agrees in advance to the granting of injunctive or other equitable relief in favor of ORAU without proof of actual damages which may be in addition to actual damages for breach of this Agreement.

I.6. Export Compliance

(a) Subcontractor agrees to comply with all the applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the *Arms Export Control Act*, **22 U.S.C.2751-2794**, including the *International Traffic in Arms Regulations (ITAR)*, **22 C.F.R. 120 et seq.**; and the *Export Administration Act*, **50 U.S.C. app. 2401-2420** including the *Export Administration Regulations*, **15 C.F.R. 730-774**; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Subcontractor agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Subcontractor or Subcontractor's lower-tier Subcontractors, without the authority of an export license, agreement, or applicable exemption or exception.

(b) Subcontractor agrees to notify ORAU if any deliverable under this Agreement is restricted by export control laws and/or regulations.

(c) Subcontractor shall *immediately* notify the Subcontract Administrator if Subcontractor is, or becomes, listed in any Denied Parties List or if Subcontractor's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency.

(d) If Subcontractor is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnished defense services, Subcontractor represents that it is registered with the Office of Defense Trade Controls, and as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

(e) Subcontractor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expense, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act of omission of Subcontractor, its Officers, employees, agents, suppliers, or Subcontractors at any tier, in the performance of any of its obligations under this clause.

Attachment 2 - Contract Terms and Conditions

(f) Subcontractor shall include this clause in all Agreements hereunder.

I.7. Privity

The term "privity," as used herein, designates the relationship of right and duty that exists between the immediate parties to a contract. Subcontractor is in privity solely with ORAU. All legal relations involving the Subcontractor must be settled between ORAU and the Subcontractor, by reference to the common law of contracts between the two private parties.

I.8. Work Stoppage and Shutdown Authorization (OCT 2014)

Note: Nothing in this clause shall supersede the regulatory requirements in 10 CFR 851

(a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.

(b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.

(c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non- Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Clause entitled, "FAR 52.242-15, Stop-Work Order."

(d) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:

- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
- (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
- (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.

(e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

Attachment 2 - Contract Terms and Conditions

I.9. FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (NOV 2023)

(NOV 2023)

I.10. FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

(JAN 2017)

I.11. FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided By Kaspersky Lab and Other Covered Entities (DEC 2023)

(DEC 2023)

I.12. FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

(NOV 2021)

I.13. FAR 52.204-27 Prohibition on a ByteDance Covered Application (JUN 2023)

(JUL 2023)

I.14. FAR 52.222-36 Equal Opportunity for Workers With Disabilities (JUN 2020)

(JUN 2020)

I.15. FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

(DEC 2010)

I.16. FAR 52.222-50 Combating Trafficking in Persons (NOV 2021)

(NOV 2021)

I.17. FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)

(MAR 2023)

I.18. FAR 52.240-1 Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024)

(NOV 2024)

I.19. FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (JAN 2025) (DEVIATION FEB 2025)

(JAN 2025) (DEVIATION FEB 2025)

J. List of Attachments

Attachment 2 - Contract Terms and Conditions

J.1. List of Attachments

Dependent on final award.

K. Representations, Certifications, & Other Statements

K.1. Representations & Certifications

The North American Industry Classification System (NAICS) code for this agreement is **325414**. The Small Business size standard for this classification is **1250 Employees**.