

**ACCESS TO SPECIFIC GENERAL ACCESS AREAS
AND TRAINING FACILITIES**

TERMS AND CONDITIONS

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1) DEFINITIONS

The following terms shall have the meaning:

- A. Government means the United States of America and includes the U. S. Department of Energy (DOE), the National Nuclear Security Administration (NNSA), or any duly authorized representative thereof.
- B. Company means Consolidated Nuclear Security, LLC acting under its Prime Contract No. DE-NA0001942 with DOE.
- C. Seller means the person or organization that has entered into this Agreement with the Company.
- D. Agreement means Purchase Order, Subcontract, Price Agreement, AVID Agreement, Basic Ordering Agreement, or Modification thereof.
- E. Subcontract Technical Representative means the duly authorized Company representative who provides technical direction to the Seller in performance of the work under this Agreement.
- F. Procurement Representative means Subcontract Administrator, Buyer, Procurement Specialist, or Contract Specialist acting within the limits of a written authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Company.
- G. Subcontract Technical Representative means the duly authorized Company representative who provides technical direction to the Seller in performance of the work under this Agreement.
- H. DOE training center means a facility designated by the U.S. Department of Energy (DOE) to provide specialized training programs for its employees and contractors, often focusing on areas like nuclear safety, security, emergency response, and technical expertise related to the DOE's mission.
- I. On-site means a DOE-owned or-leased area or Company-owned or-leased area.
- J. On-site work means work in furtherance of this Agreement at a DOE-owned or-leased area or Company-owned or-leased area.
- K. The term "FAR" means the Federal Acquisition Regulations including all amendments and changes thereto in effect on the date of issuance of this Agreement.
- L. The term "DEAR" means the DOE Acquisition Regulations, including all amendments and changes thereto in effect on the date of issuance of this Agreement.
- M. The term "U.S.C." means the United States Codes.
- N. The term "Commercial Item/Service" or "Commercial Component" means the same as the definitions for these terms set forth at FAR 2.101.

2) ACCESS TO SPECIFIC GAA/TRAINING FACILITIES

- A. Personnel Access. All personnel of the Seller and its subcontractors who require access to the Premises in performance of work under this agreement will be subject to the security

controls prescribed by the Government. Unless otherwise expressly provided in this contract, all Seller personnel engaged in the performance of work under this agreement on the Premises must be citizens of the United States of America. It is the responsibility of the Seller to ensure unclear individuals employed or subcontracted under this agreement are U.S. citizens.

- B. Acceptance of Personnel. Seller shall withdraw and replace any individual, including Seller or subcontractor employee assigned to work hereunder who, in the judgment of CNS or the DOE, is not qualified or desirable for such purpose. Due to the nature of work at this facility, and for the safety and security of all personnel on-site, all Seller and subcontractor employees must read, understand, and communicate in English at a level sufficient to understand all instructions that may be given during the performance of work and satisfactorily complete all training without assistance.
- C. Access control will be based upon location where work is to be performed, time duration for completion of the work, frequency of need for access, and other factors relative thereto.
- D. Seller's employees must adopt the work schedule and work shifts acceptable to the STR. A work day is considered nine or ten hours; however, alternate work days and shifts may be required. Approval for Seller employees to work outside of normal hours, including holidays, requires written approval in advance from the STR. Access limitations and restrictions to facilities and work areas experienced by a Seller due to working outside normal working hours for Seller's own convenience, shall not be grounds for increased cost or adjustment to the schedule.

The Company will not reimburse Seller during closure of the Company facility or at Company leased facilities when security or inclement weather conditions arise.

NOTE: Working hours while on official travel authorized by the Company are not subject to the limitations set forth in this paragraph.

- E. Use of Premises. In the absence of written authorization from the Company Procurement Representative, use of Premises by the Seller or its subcontractors of any tier, pursuant to access granted under this clause, shall be limited to work required by this Agreement to be performed on such Premises. The use of the access privilege for any purpose other than to perform work required under this contract is prohibited and may be grounds for terminating this agreement or for finding that an individual is unacceptable under paragraph (b) of this clause.

3) COMMERCIAL ACTIVITIES

Neither the Seller nor its employees shall establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on-site or elsewhere at the Premises.

4) PROHIBITED ITEMS

- A. General. The prohibitions in this clause apply at Specific General Access Areas and Training Facilities.
- B. All personal media devices ARE ALLOWED, but may not under any circumstance be used with

or connected to GFE or imaged/networked devices.

- C. Alcohol. Alcoholic beverages are prohibited.
- D. In the event of a personal emergency, dial 911 from a cellular telephone.
- E. Dangerous instruments. Instruments likely to produce substantial injury to persons or property are prohibited. This prohibition includes:
 - Bows and arrows
 - Explosive devices
 - Firearms and any ammunition
 - Knives with blades 2.5 inches and longer and switchblades
 - Stun guns, mace, pepper spray
 - Martial arts weapons and equipment
 - Weapons or simulated weapons

5) ENVIRONMENT, SAFETY, AND HEALTH

- A. Applicability -- This clause applies to all on-site work for both Seller and its lower-tier subcontractors at any level. Employees include Seller employees and all lower-tier subcontractor employees. Non-compliance with safety requirements is grounds for removal from or denial of access to Premises.
- B. Seller shall immediately notify the STR of all occupational injuries or illnesses. Seller shall submit written reports to the STR for occupational injuries or illnesses that are recordable under 29 CFR 1904, Subpart C, within two working days after Seller learns of the injury or illness. Reports shall be made on DOE Form 5484.3, *Individual Accident/Incident Report*. Before the third working day of each month, Seller shall submit a report for the previous month to the STR on the *Subcontractor Safety Performance Report* form, UCN-21439.
- C. Seller shall perform work under Company's approved 10 CFR 851 *Worker Safety and Health Program*, which can be found at: 10-CFR Part 851 *Worker Safety & Health Program*. Seller shall comply with the applicable provisions of 10 CFR 851, *Worker Safety and Health Program*.
- D. Seller is subject to civil penalties for failure to comply with applicable 10 CFR 851, *Worker Safety and Health Program* requirements, or with Company's approved Program.
- E. Seller shall comply with OSHA medical surveillance requirements based on Seller's scope of work and the OSHA requirements for the treatment of illnesses and injuries. The 10 CFR *Worker Safety and Health Program* requirements include requirements for occupational medicine. Seller shall provide a program under the direction of a licensed physician meeting the credentials requirements of 10 CFR 851, Appendix A. 8(b), and personnel providing health services meeting the credentials requirements of Appendix A.8(c). A written description of Seller's occupational medicine program is a required submittal under this Agreement. Seller's occupational medicine program contents will be determined by its Occupations Medicine Director and based on Seller's scope of work and associated hazards.
- F. Seller shall perform all work in accordance with DEAR 970.5223-1, *Integration of Environment, Safety, and Health into Work Planning and Execution* (DEC 2000).

Depending upon the complexity and hazards associated with the work, Seller may be required to submit, as provided for in special articles *Integration of Environmental, Safety, and Health Service Subcontract Specifications for Low-Risk Subcontracts* (UCN-26735) or *Integration of Environmental, Safety, and Health Service Subcontract Specifications for Moderate/High Risk Subcontracts* (UCN-26736), a Safety Management System that complies with DEAR 970.5223-1. Seller shall take all reasonable precautions in the performance of the work under this Agreement to protect the safety and health of all personnel and members of the public, and minimize danger from all hazards to the environment, life and property. Additionally, Seller shall comply with all environment, safety, and health regulations and requirements of the Company and DOE including, without limitation, such other provisions as may be contained in this Agreement relating to environment, safety and health. In the performance of any and all aspects of work subject to this clause, Seller shall:

1. Establish line management that is responsible for the protection of personnel, the public, and the environment. (Line management includes those Seller and subcontractor employees managing or supervising employees performing work);
2. Establish and maintain clear and unambiguous lines of authority and responsibility for ES&H matters at all organizational levels;
3. Ensure personnel possess the experience, knowledge, skills, and abilities necessary to discharge their responsibilities;
4. Ensure resources are effectively allocated to address ES&H, programmatic, and operational considerations;
5. Determine, before any on-site work is performed, the associated hazards are evaluated and ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences;
6. Ensure necessary administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards;
7. Comply with ES&H requirements of all applicable laws and regulations, and applicable Company or DOE directives identified in this Agreement; and
8. Cooperate with federal, state, and local agencies having jurisdiction over ES&H matters under this Agreement.

G. In addition to any rights and remedies otherwise available to Company, if Seller fails to comply with the requirements of this clause, the Company may:

1. Notify Seller in writing of any noncompliance with the provisions of this clause and the corrective action to be taken. After receipt of such notice, Seller shall immediately take appropriate corrective actions;
2. Require, in writing, that Seller remove from the work any employee the Company deems unsafe, incompetent, careless, or otherwise objectionable.

H. Stop Work Authority

1. All persons on-site, including Seller's personnel, have the right and responsibility to stop work or decline to perform an assigned task whenever they discover:

- a. Conditions that pose (because of a reasonable belief) an imminent risk of death, serious physical harm or other serious hazard to workers or the public;
 - b. Conditions that, if allowed to continue, could adversely affect the safe operation of, or could cause serious damage to the facility; or
 - c. Conditions that, if allowed to continue, could result in release, from the facility to the environment, of radiological or chemical effluents that exceed regulatory limits.
 2. Seller shall promptly evaluate and resolve any noncompliance with ES&H requirements or conditions listed in (H)(1) above that it discovers or of which it is notified by the Company. If Seller fails to resolve the noncompliance or condition, or if at any time Seller's acts or failures to act cause substantial harm or an imminent danger to the environment or health and safety of employees or the public, Company may, without prejudice to any other legal or contractual rights of Company, issue an order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of Company.
 3. Seller shall not be entitled to, and shall make no claim, for an extension of time or for compensation or damages by reason of, or on connection with, such work stoppage. If work is stopped or suspended because of a condition stated in this clause, then whether or not a written order is issued and whether or not this clause is cited at the time of the work stoppage or suspension, this clause applies notwithstanding any other clause in this Agreement that might apply.
 4. The Procurement Representative may require Seller's participation, at Seller's expense, in Company fact-finding investigations of accidents, injuries, occurrences, and near-misses. Seller shall be responsible for all liability and related expenses resulting from Seller's violation of any laws or regulations, and such responsibility includes the obligation to defend, indemnify, and hold harmless Company, its members, directors, officers and employees for Seller's conduct. Seller's obligation to indemnify, hold harmless and defend includes fines and penalties, attorney's fees and other reasonable costs of defending any action or proceeding.
- I. Flowdown - Seller shall include this clause in all lower-tier subcontracts involving performance of on-site work. However, such provision in lower-tier subcontracts shall not relieve Seller of its obligation to assure compliance with this clause for all aspects of the work.

6) MAJOR BREACH OF SAFETY

Safety is freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of training center equipment or property, or damage to the environment.

Safety is essential to Company and is a material part of this Agreement. Company's safety priority is to protect: (1) the public; (2) the Company workforce (including Seller employees working on-site); and (3) facilities, training center equipment, and property.

A Major Breach of Safety is a category of breach of safety requirements constituting a material breach of contract that entitles Company to exercise any of its rights and remedies applicable to

material parts of this Agreement, including termination for default. Examples of a Major Breach of Safety by the Seller (or lower-tier subcontractor) includes; but are not limited to, serious incidents (accidents or exposure resulting in serious consequences such as a lost time injury greater than 10 days, fatality, mission failure, or damage to training center equipment or property greater than \$100,000). Company may determine that a Major Breach of Safety occurs when the Seller or lower-tier subcontractor causes repeated (three or more) incidents (accidents or exposures resulting in an OSHA recordable injury or damage to training center equipment or property greater than \$10,000) within a period of twelve months. In determining whether repeated incidents have occurred, Company may consider all Agreements for work at Premises under which Seller is performing.

7) REPORTING SAFETY PERFORMANCE

- A. The Seller must immediately notify the STR of all occupational injuries. The Seller must submit written reports to the STR for occupational injuries or illnesses that are recordable under 29CFR 1904, Subpart C, within two business days after the Seller learns of the injury or illness. Reports shall be made on DOE Form 5484.3, *Individual Accident/Incident Report*.
- B. Before the third working day of each month, the Seller shall submit a safety report for the previous month to the STR on the *Subcontract Safety Performance Report* form, UCN-21439.
- C. The Seller shall include this clause in subcontracts for work to be performed on-site at facility or a site leased by the Company. The Seller shall forward subcontractor reports to the STR.

8) HAZARDOUS MATERIALS REPORTING

- A. General. The company is required by Environmental Protection Agency and Occupational Safety and Health Administration regulations to maintain records and reports on quantities of hazardous materials that are on-site at DOE facilities. The purpose of this clause is to ensure the accuracy of Company records by requiring hazardous materials inventory reports and corresponding material safety data sheets from subcontractors that work on-site.
- B. Definition. For the purpose of this clause, the term “hazardous materials” means “hazardous chemicals” as defined in regulations of the Occupational Safety and Health Administration appearing in 29 CFR 1910.1200. A hazardous chemical is defined in the regulations as “any chemical which is a physical hazard or a health hazard.” Examples of hazardous materials are:
 - 1. Industrial cleaning products (excluding standard consumer usage)
 - 2. Building products (adhesives, ceiling tile, insulation)
 - 3. Laboratory chemicals (laboratory standards, nutrient agars, electrode filing solutions, enzymes, proteins)
 - 4. Metals in which downstream use would require processing (i.e., welding, grinding, cutting)
 - 5. Petroleum products
 - 6. Paints

7. Any brake items containing a hazardous material with exposure potential under normal usage (brake shoes, refillable columns)
- C. Reports. The Seller must submit hazardous materials inventory reports and material safety data sheets when any on-site work involves the use of hazardous materials. This report must be provided to the Company prior to bringing any hazardous material on-site and must be updated every 30 days, unless specified differently, in writing, by the Subcontract Technical Representative (STR). Reports must be submitted to the STR on the *Subcontract Hazardous Materials Inventory Report* form, UCN-21445.
- D. Negative Reports. If the subcontract work does not involve the use of hazardous materials, the Seller must submit, in advance of the work, a negative report on the UCN-21445 form. Negative reports need not be updated.
- E. Subcontracts. The Seller shall include this clause in all subcontracts that require work to be done on-site at a DOE facility managed and operated by the Company.

9) INSURANCE

- A. General. Unless otherwise specified elsewhere in this subcontract, Seller, at its own expense, must provide and maintain during the entire performance period of this subcontract the following kinds and at least the minimum amounts of insurance:
 1. Workers' Compensation – As required by applicable federal and state workers' compensation and occupational disease statutes or regulations;
 2. Employer's Liability - \$1 million each accident, \$1 million each employee, \$1 million policy limit for disease;
 3. Commercial General Liability (Occurrence basis) – \$1 million combined single limit for bodily injury and property damage per occurrence; \$1 million personal injury limit each occurrence; must also include products-completed operations annual aggregate limit of \$2 million and a general annual aggregate limit of \$2 million (other than products-completed operations).
 4. Comprehensive Automobile Liability – Minimum of \$1 million per person and \$1 million per occurrence for bodily injury and \$1 million per occurrence for property damage;
 5. Equipment Liability – Replacement or repair cost as determined by the manufacturer for any equipment Seller either provides or takes into its care, custody, or control in performing the subcontract;
 6. Builders Risk (applicable only for construction subcontracts) – Value of the subcontract, written on an "all risk" basis. This insurance must cover all material and equipment installed or to be installed in permanent buildings and facilities and must include coverage for material in transit and in offsite storage; and
- B. Certificates. No later than ten calendar days after award and before beginning on-site work under this subcontract, Seller must submit to the Subcontract Administrator a certificate of liability insurance (former Acord form 25 or equivalent compliant with applicable state laws) certifying that the required insurance has been obtained. All insurers on the certificate must have an A.M. Best Company financial strength rating of "A-VII" or higher or an equivalent S&P rating of BBB. The certificate must:

1. Include the number of this subcontract,
 2. Identify Company as the certificate holder,
 3. State that Company and the U.S. Department of Energy have been added as Additional Insureds on all liability policies other than workers' compensation.
 4. Contain an endorsement to the effect that any policy cancellation or modification affecting Company's or the U.S. Department of Energy's interests will not be effective either (A) for such period as may be prescribed by the laws of the state where Seller is to perform the on-site work, or (B) until 30 days after the insurer or the Seller gives written notice to the Subcontract Administrator, whichever period is longer.
- C. Replacement certificates. Seller must submit a replacement certificate if a required policy expires before work is complete.
- D. Waiver of subrogation. Seller waives subrogation under all liability policies against Company and the U.S. Department of Energy.
- E. No limitations. None of the requirements for insurance in this clause limits or qualifies the liabilities or obligations assumed by Seller under this subcontract.
- F. Non-Waiver. Company's acceptance of any evidence of insurance, including any certificate of insurance, shall not:
1. Constitute acceptance of the adequacy of Seller's insurance coverage,
 2. imply that any insurance coverage provided by Seller complies with the requirements of this subcontract,
 3. be deemed as a modification of any of Seller's requirements in the subcontract, or
 4. waive Company's or the U.S. Department of Energy's rights to enforce any of Seller's requirements in this subcontract, including the requirements concerning insurance coverage amounts, insurance terms and conditions, and qualifications of insurance companies.
- G. Acknowledgment. Seller acknowledges that neither Company nor the U.S. Department of Energy is maintaining any insurance on behalf of Seller including insurance covering loss or damage to the work performed under this subcontract or to any other property of Seller unless otherwise specifically set forth herein. Any liability insurance maintained by Company is excess of and shall not in any manner contribute to any loss covered by Seller's primary insurance or with any other insurance available to Seller in excess of such primary insurance and applicable to such loss.
- H. Non-compliance. Company has no duty to advise Seller in the event Seller's insurance does not comply with the requirements of this subcontract. If Seller fails to procure and maintain all the insurance coverage required by this clause, Seller must indemnify and hold harmless Company and the U.S. Department of Energy from and against all claims, demands, costs, charges and expenses that would have been covered by such insurance had Seller complied with its obligations herein.
- I. Flowdown. Seller must include this clause, including this paragraph (I), modified to identify the parties, in all lower-tier subcontracts that require work on-site and must

require subcontractors to provide and maintain the insurance required in this clause. At least five days before entry of each such subcontractor's personnel into an on-site area, Seller must furnish (or ensure that there has been furnished) to the Subcontract Administrator a certificate of liability insurance, meeting the requirements of paragraphs (A), (B), and (C) above, for each such subcontractor.

10) APPROPRIATE FOOTWEAR POLICY

- A. General. In support of its zero-accident initiative, the Company has established a policy that Seller employees working on-site should wear safe and appropriate footwear for work activities and site conditions. This policy applies to areas including: production areas, office, general use areas, and parking areas. The policy does not supersede requirements for safety shoes in Company procedures incorporated into this Agreement, the specification or statement of work, area signs, or job hazard analyses.
- B. Appropriate Footwear. Footwear shall meet the following requirements:
 - 1. Heel height three inches or less, as measured at back of the heel.
 - 2. Heel width (side to side) one-half inch or more as measured at the tread surface
 - 3. Heel closed or supported (strap) except with a medical restriction.
 - 4. Open toe shoes are allowed.
 - 5. Footwear upper covering (i.e., parts of a shoe that are above the sole) shall sufficiently secure the footwear
 - 6. Flip flops, beach shoes, or similar footwear are not allowed, no medical exceptions allowed
 - 7. Use of platform shoes over one inch are not allowed, except with a medical restriction.
- C. Inappropriate Footwear. Examples of inappropriate footwear include:
 - 1. Flip flops/ beach shoes
 - 2. Open-backed shoes
 - 3. Slides/mules (backless shoes)
 - 4. Sandals
 - 5. Footwear with heels greater than 3"
 - 6. Shoes with spiked heels
 - 7. Platform shoes (soles greater than 1")
 - 8. Molded/ plastic "gummy" shoes
- D. The Seller shall include this clause in subcontracts involving work done on-site.

11) MOTOR VEHICLE AND PEDESTRIAN SAFETY

- A. Definition. The Seller must operate motor vehicles on Premises in a careful and safe manner, complying with established driving rules, including posted signs, pavement markings, guidelines, and Federal, state and local laws and regulations.
 - 1. Vehicles must be locked and vehicle keys may not be left in vehicles unattended.
 - 2. Construction and boom type lift equipment such as bucket trucks, transportable cranes or any other equipment capable of reaching over the Perimeter Intrusion

Detection and Assessment System (PIDAS) fence must receive approval from the Safeguards and Security organization prior to performing work within 50 feet of the PIDAS fence.

B. Pedestrians.

1. Pedestrians must remain alert to hazards posed by vehicle traffic and use crosswalks where provided. Pedestrians should not leave a curb or other safe waiting place suddenly and walk into the path of vehicle traffic. In parking areas, pedestrians should walk in provided walkways or walk facing on-coming vehicles, where possible.
2. Pedestrians have the right of way; however, they should make eye contact with drivers to ensure they are seen and the vehicle stops/ yields before crossing a roadway.
3. Drivers of motor vehicles entering, crossing, or turning at an intersection/ crosswalk must slow down, stop, or maneuver as necessary to permit pedestrians to cross safely and expeditiously.

C. Cellular Telephone Use. Seller and Seller employees are prohibited from using a cellular telephone (including hands-free), while operating a vehicle on CNS managed sites or while in a government vehicle during offsite Company Business.

D. Enforcement. Compliance with site traffic safety requirements will be routinely monitored and tracked by the Company. Inappropriate behavior of Seller and lower-tier subcontractor personnel will be addressed as safety issues under the Safety and Health Clause and Integration of Environmental Safety and Health into Work Planning and Execution clause (when applicable) of this subcontract.

E. Subcontracts. The Seller shall include this clause in subcontracts involving work done on-site.

12) DEAR 970.5222-1 COLLECTIVE BARGAINING AGREEMENTS – MANAGEMENT AND OPERATING CONTRACTS (DEC 2000)

When negotiating collective bargaining agreements applicable to the work force under this contract, the Contractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The Contractor shall include the substance of this clause in any subcontracts for protective services or other services performed on the DOE-owned site which will affect the continuity of operation of the facility.

13) CLAUSES INCORPORATED BY REFERENCE

- A. The clauses listed below are incorporated herein by reference. The texts of FAR and DEAR clauses are available at a variety of Internet Sites including URL: www.aquisition.gov and the texts of Company clauses are available [Special Articles and Forms](#). Except as provided in (B) below, in the listed clauses “Contractor” means the Seller, “Government” means the Company, “Contract” means this Agreement, and “Contracting Officer” means the Company’s Procurement Representative.
- B. The following clauses are incorporated by reference:
1. DEAR 952.203-70 *Whistleblower Protection for Contractor Employees* (DEC 2000)
 2. DEAR 952.223-75 *Preservation of Individual Occupational Radiation Exposure Records* (APR 1984)
 3. DEAR 970.5204-1 *Counterintelligence* (DEC 2010)
 4. FAR 52-223-6 *Drug Free Workplace* (MAY 2001)
 5. FAR 52.237-2 *Protection of Government Building, Equipment and Vegetation* (APR 1984)