IDAHO ENVIRONMENTAL COALITION, LLC

PRIME CONTRACT FLOWDOWN CLAUSES

1. GENERAL INTENT

This Order is subject to the terms and conditions of the Company's Prime Contract. The general intent of these provisions is to incorporate into the Subcontract/Purchase Order (collectively "Orders") all required Federal Acquisition Regulation ("FAR"), Department of Energy Acquisition Regulation ("DEAR"), and Department of Energy Special Contract Requirement flow down clauses, which are required to be so incorporated.

1.1 Clauses Incorporated by Reference - FAR 52.252-2 (Feb 1998)

This Order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Company will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

https://www.acquisition.gov
http://energy.gov/managementacquisition-regulation

1.2 Authorized Deviations in Clauses - FAR 52.252-6 (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

1.3 Substitution of the Parties

For the purposes of the Subcontract or Purchase Order, unless the context dictates otherwise, when it refers to the "Contracting Officer" (CO) or "Administrative Contracting Officer" (ACO) is to be interpreted as Company's Subcontracts Administrator or Buyer and "Contractor" is to be interpreted as Subcontractor.

1.4 Contract Type Flowdown Clauses

Specific Prime Contract Flowdown Clauses are outlined in the applicable Contract Type Supplemental Provision (i.e., Firm Fixed Price, Cost-Reimbursement, Time-and-Material/Labor-Hour, and Construction) that governs the Order.

1.5 Lower-Tier Subcontractors

The Subcontractor shall bind all Lower-tier Subcontractors, regardless of tier level, to the provisions of the Prime Contract Flowdown Clauses.

2. FAR, DEAR, AND DOE CLAUSES

2.1 Applicable to all Orders

The following clauses are hereby incorporated by reference into this Order and shall be in full force unless an exception applies, otherwise noted below, or otherwise specified in the clause.

Prime Contract Clause No.	FAR/DEAR/DOE Reference	Title
E.1.5	52.246-11	High-Level Contract Quality Requirement (Dec 2014)

E.1.7	52.246-13	Inspection – Dismantling, Demolition, or Removal of Improvements (Aug 1996)
H.26	DOE-H-2021 Full Text Below	Work Stoppage and Shutdown Authorization (Oct 2014) (Revised)
H.30	DOE-H-2043 Full Text Below	Assignment and Transfer of Prime Contracts and Subcontracts (Oct 2014) (Revised)
H.40	DOE-H-2063 Full Text Below	Confidentiality of Information (Oct 2014) (Revised)
H.41	DOE-H-2064 Full Text Below	Use of Information Technology Equipment, Software, and Third-Party Services - Alternate I (Oct 2014)
H.43	DOE-H-2069 Full Text Below	Payments For Domestic Extended Personnel Assignments (Oct 2014) (Revised)
H.45	DOE-H-2071 Full Text Below	Department of Energy Directives (Oct 2014)
H.46	DOE-H-2072 Full Text Below	Use of Government Vehicles by Contractor Employees (Oct 2014)
H.48	DOE-H-2076 Full Text Below	Lobbying Restrictions (Nov 2018)
I.3/I.197	52.202-1	Definitions (Jun 2020) as modified by DEAR 952.202-1 (Feb 2011)
I.14	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
I.16	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
I.18	52.204-13	System for Award Management Maintenance (Oct 2018)
I.20	52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)
I.21	52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
I.22	52.204-21 Full Text Below	Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)
I.23	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)
I.24	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)
I.27	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
I.30	52.215-8	Order of Precedence—Uniform Contract Format (Oct 1997)
I.31	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)
I.32	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications (Jun 2020)
I.33	52.215-12	Subcontractor Certified Cost or Pricing Data (Jun 2020)
I.34	52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (Jun 2020)
I.35	52.215-14	Integrity of Unit Prices (Jun 2020) – Alt I (Oct 1997) **(applicable to Orders less paragraph (b) in the clause, except for construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; and petroleum products.)**

I.36	52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)
I.37	52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) **(not applicable to Orders if Subcontractor proposes Facilities Capital Cost of Money in its proposal)**
I.38	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (Jul 2005)
I.39	52.215-19	Notification of Ownership Changes (Oct 1997)
I.40	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Jun 2020) – Alt III (Oct 1997)
I.46	52.216-18	Ordering (Oct 1995) Fill-In Info: (a) from effective date of contract award through the end of the total contract ordering period **(applicable to definite-quantity Orders, a requirements Order, or an indefinite-quantity Order)**
I.47	52.216-19	Order Limitations (Oct 1995) Fill-In Info: (a) $500,000; (b)(1) $6.4B; (b)(2) $6.4B; (b)(3) 365; (d) 5 **(applicable to definite-quantity Order, a requirements Order, or an indefinite-quantity Order)**
I.48	52.216-22	Indefinite Quantity (Oct 1995) Fill-In Info: (d) five years beyond the expiration date of the contract ordering period **(applicable to indefinite-quantity Order)**
I.49	52.217-8	Option to Extend Services (Nov 1999) **(applicable to Orders with options)** Fill-In Info: any time prior to the expiration of the Order, as applicable
I.50	52.217-9	Option to Extend the Term of the Contract (Mar 2000) **(applicable to Orders with options)** Fill-In Info: (a) TBD on Order level; TBD on Order level;(c) TBD on Order level
I.51	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) **(applicable to Orders with a HubZone Small Business)**
I.56	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
I.73	Reserved	
I.74	Reserved	
I.87	52.222-50	Combating Trafficking in Persons (Jan 2019)
I.91	52.223-2 Full Text Below	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)
I.92	52.223-3 Full Text Below	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alt I (Jul 1995) **(applicable to Order that will require the delivery of hazardous materials as defined in 23.301)**
I.93	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
I.94	52.223-6 Full Text Below	Drug-Free Workplace (May 2001)
I.96	52.223-10	Waste Reduction Program (May 2011)
I.97	52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)
I.98	52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016)

I.99	52.223-13	Acquisition of EPEAT® – Registered Imaging Equipment (Jun 2014)
I.100	52.223-14	Acquisition of EPEAT® – Registered Televisions (Jun 2014)
I.101	52.223-15	Energy Efficiency in Energy-Consuming Products (May 2020)
I.102	52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015)
I.103	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (Aug 2018)
I.105	52.223-19	Compliance with Environmental Management Systems (May 2011)
I.106	52.223-20	Aerosols (Jun 2016)
I.107	52.223-21	Foams (Jun 2016)
I.108	52.224-1	Privacy Act Notification (Apr 1984)
I.109	52.224-2	Privacy Act (Apr 1984)
I.110	52.224-3	Privacy Act Training (Jan 2017) **(applicable to Orders when Subcontractor's employees will (i) have access to a system of records; (ii) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (iii) Design, develop, maintain, or operate a system of records.)**
I.112	52.225-8	Duty-Free Entry (Oct 2010) **(applicable to Orders including supplies that may be imported into the United States.)**
I.115	52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
I.116	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)
I.119	52.227-3	Patent Indemnity (Apr 1984)
I.121	52.227-9	Refund of Royalties (Apr 1984) **(applicable to Orders with Royalties exceeding $250)**
I.122	52.227-14	Rights in Data – General (May 2014) – Alt V (Dec 2007) (as modified by DEAR 927.409) **(applicable to Orders where technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data)**
I.124	52.227-23	Rights to Proposal Data (Technical) (Jun 1987)
I.132	52.232-9	Limitation on Withholding of Payments (Apr 1984)
I.135	52.232-18	Availability of Funds (Apr 1984)
I.138	52.232-25	Prompt Payment (Jan 2017) – Alt I (Feb 2002) (Alternate I applies to cost-reimbursement Orders only)
I.140	52.232-33	Payment by Electronic Funds Transfer—System for Award Management (Oct 2018)
I.141	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
I.142	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) **(applicable to Orders with a small business when Subcontract receives accelerated payments)**
I.143	52.233-1	Disputes (May 2014) – Alt I (Dec 1991)
I.144	52.233-3	Protest after Award (Aug 1996) – Alt I (Jun 1985)
I.145	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)

I.163	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984) **(applicable to Orders for services to be performed on Government installations)**
I.164	52.237-3	Continuity of Services (Jan 1991)
I.165	52.239-1	Privacy or Security Safeguards (Aug 1996)
I.166	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
I.168	52.242-4	Certification of Final Indirect Costs (Jan 1997)
I.169	52.242-5	Payments to Small Business Subcontractors (Jan 2017) **(applicable to Orders with a small business)**
I.174	52.243-6	Change Order Accounting (Apr 1984) **(applicable to Orders for supply and research and development contracts of significant technical complexity)**
I.175	52.243-7	Notification of Changes (Jan 2017)
I.176	52.244-2	Subcontracts (Jun 2020) – Alt I (Jun 2007)
I.177	52.244-5	Competition in Subcontracting (Dec 1996)
I.178	52.244-6	Subcontracts for Commercial Items (Oct 2025)
I.179	52.245-1	Government Property (Jan 2017)
I.180	52.245-9	Use and Charges (Apr 2012)
I.181	52.246-25	Limitation of Liability—Services (Feb 1997)
I.182	52.246-26	Reporting Nonconforming Items (Jun 2020)
I.183	52.247-1	Commercial Bill of Lading Notations (Feb 2006)
I.184	52.247-63	Preference for U.S.-Flag Air Carriers (June 2003) **(applicable to Orders that involve international air transportation)**
I.185	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) **(applicable to Orders except those exempted in paragraph (e)(4))**
I.187	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)
I.194	52.251-1	Government Supply Sources (Apr 2012)
I.196	52.253-1	Computer Generated Forms (Jan 1991)
I.198	952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)
I.199	952.204-2	Security Requirements (Aug 2016)
I.200	952.204-70	Classification/Declassification (Sep 1997)
I.201	952.204-75	Public Affairs (Dec 2000)
I.202	952.204-77	Computer Security (Aug 2006)
I.203	952.208-7	Tagging of Leased Vehicles (Apr 1984)
I.204	952.208-70	Printing (Apr 1984)
I.205	952.209-72	Organizational Conflicts of Interest (Aug 2009) – Alt I (Feb 2011)
I.206	952.215-70	Key Personnel (Dec 2000)
I.207	952.216-7	Allowable Cost and Payment (Feb 2011)
I.208	952.217-70	Acquisition of Real Property (Mar 2011)
I.213	952.225-71	Compliance with Export Control Laws and Regulations (Nov 2015)
I.216	952.242-70	Technical Direction (Dec 2000)
I.218	952.247-70	Foreign Travel (Jun 2010)
I.219	952.250-70	Nuclear Hazards Indemnity Agreement (Aug 2016)
I.220	952.251-70	Contractor Employee Travel Discounts (Aug 2009)
I.221	970.5204-1	Counterintelligence (Dec 2010)
I.222	970.5204-3 Full Text Below	Access To and Ownership of Records (Oct 2014) (DEVIATION)

I.223	970.5215-3	Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Aug 2009) – Alt II (Aug 2009)
I.224	970.5217-1	Strategic Partnership Project Program (Non-DOE Funded Work) (Apr 2015)
I.226	970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)
I.227	970.5227-1	Rights in Data – Facilities (Dec 2000)
I.228	Reserved	
I.229	52.204-27	Prohibition on a ByteDance Covered Application (Jun 2023)
Attachment J-3	DOE O 442.2 Chg 1 (PgChg)	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health

2.2 Applicable to all Orders over $2,500

In addition to the applicable clauses above, the following are hereby incorporated into this Subcontract.

Prime Contract Clause No.	FAR/DEAR Reference	Title
I.83	52.222-41	Service Contract Labor Standards (Aug 2018) **(applicable to Orders that are subject to the Service Contract Labor Standards statute.)**
I.84	52.222-42	Statement of Equivalent Rates for Federal Hires (May 2014)
I.85	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
I.86	52.222-44	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014)
I.89	52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015)
I.90	52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2017) **(applicable to Orders that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)**

2.3 Applicable to all Orders the Micro-Purchase Threshold ($10,000), as defined in FAR 2.101

In addition to the applicable clauses above, the following are hereby incorporated into this Order.

Prime Contract Clause No.	FAR/DEAR Reference	Title
I.55	52.219-28	Post-Award Small Business Program Re-representation (May 2020)
I.58	52.222-3	Convict Labor (Jun 2003)
I.71	52.222-19	Child Labor – Cooperation with Authorities and Remedies (Jan 2020)
I.75	Reserved	
I.82	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
I.104	52.223-18	Encouraging Contractors Policies to Ban Text Messaging While Driving (Jun 2020)
I.111	52.225-1	Buy American – Supplies (Oct 2022)
I.137	52.232-23	Assignment of Claims (May 2014)

2.4 Applicable to all Orders over $15,000

In addition to the applicable clauses above, the following are hereby incorporated into this Order.

Prime Contract Clause No.	FAR/DEAR Reference	Title
I.72	52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 (Jun 2020)
I.80	52.222-36 Full Text Below	Equal Opportunity for Workers with Disabilities (Jun 2020)

2.5 Applicable to all Orders over $25,000

In addition to the applicable clauses above, the following are hereby incorporated into this Order.

Prime Contract Clause No.	FAR/DEAR Reference	Title
H.50	DOE-H-2080 Full Text Below	Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Apr 2018) **(applicable to Orders that (i) Access to or handling of classified information or special nuclear materials; (ii) High risk of danger to life, the environment, public health and safety, or national security; or (iii) Transportation of hazardous materials to or from a DOE site.)**

2.6 Applicable to all Orders over $30,000

In addition to the applicable clauses above, the following are hereby incorporated into this Order.

Prime Contract Clause No.	FAR/DEAR Reference	Title
I.17	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)

2.7 Applicable to all Order overs $35,000

In addition to the applicable clauses above, the following are hereby incorporated into this Order.

Prime Contract Clause No.	FAR/DEAR Reference	Title
I.25	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Or Proposed for Debarment (Jun 2020)

2.8 Applicable to all Order over $150,000

In addition to the applicable clauses above, the following are hereby incorporated into this Order.

Prime Contract Clause No.	FAR/DEAR Reference	Title
I.7	52.203-7	Anti-Kickback Procedures (Jun 2020) **(applicable to Orders other than those for commercial products or commercial services (see part 12).**
I.10	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)

I.59	52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation (May 2018)
I.79	52.222-35 Full Text Below	Equal Opportunity for Veterans (Jun 2020)
I.81	52.222-37	Employment Reports on Veterans (Jun 2020)
I.88	52.222-54	Employment Eligibility Verification (Oct 2015) **(applicable to Orders except for those that (a) are only for work that will be performed outside the United States; (b) are for a period of performance of less than 120 days; or (c) Are for a period of performance of less than 120 days; or (c) are only for-(1) Commercially available off-the-shelf items; (2) Items that would be COTS items, but for minor modifications (as defined at paragraph (3)(ii) of the definition of "commercial products" at 2.101); (3) Items that would be COTS items if they were not bulk cargo; or (4) Commercial services that are- (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications); (ii) Performed by the COTS provider; and (iii) Are normally provided for that COTS item).**
I.95	52.223-9 Full Text Below	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

2.9 Applicable to all Orders over the Simplified Acquisition Threshold ($250,000 defined FAR 2.101)

In addition to the applicable clauses above, the following are hereby incorporated into this Order.

Prime Contract Clause No.	FAR/DEAR Reference	Title
I.4	52.203-3	Gratuities (Apr 1984)
I.5	52.203-5	Covenant Against Contingent Fees (May 2014)
I.6	52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)
I.8	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
I.9	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
I.13	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)
I.15	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
I.19	52.204-15	Service Contract Reporting **(All Orders, including construction, for cost-reimbursement, time-and-materials, and labor-hour service contracts and orders over $250K and Firm-Fixed Price $500K and over)**
I.29	52.215-2	Audit and Records—Negotiation (Jun 2020) **(applicable to Orders: (i) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-predeterminable type or any combination of these, (ii) for which certified cost or pricing data are required; or (iii) that require Subcontractor to furnish reports as discussed in paragraph (e) of the clause.)**
I.52	52.219-8	Utilization of Small Business Concerns (Oct 2018) **(applicable to Orders unless (1) A personal services contract is contemplated**

		(see 37.104); or (2) The Order, together with all of its Lower-tier Subcontracts, will be performed entirely outside of the United States and its outlying areas)
I.117	52.227-1	Authorization and Consent (Jun 2020)
I.118	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)
I.134	52.232-17	Interest (May 2014)
I.170	52.242-13	Bankruptcy (Jul 1995)

2.10 Applicable to all Orders over $500,000

In addition to the applicable clauses above, the following are hereby incorporated into this Order.

Prime Contract Clause No.	FAR/DEAR Reference	Title
I.123	52.227-16	Additional Data Requirements (Jun 1987) **(applicable to experimental, developmental, research, or demonstration work; basic or applied research to be performed by a university or college Orders)**
I.214	952.226-74	Displaced Employee Hiring Preference (Jun 1997)

2.11 Applicable to all Orders over $600,000

In addition to the applicable clauses above, the following are hereby incorporated into this Order.

Prime Contract Clause No.	FAR/DEAR Reference	Title
I.26	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)

2.12 Applicable to all Orders over $750,000

In addition to the applicable clauses above, the following are hereby incorporated into this Order.

Prime Contract Clause No.	FAR/DEAR Reference	Title
I.53	52.219-9	Small Business Subcontracting Plan (June 2020) – Alt II (Nov 2016) **(not applicable to small business concerns; applicable to construction of any public facility at $1.5M)**
I.54	52.219-16	Liquidated Damages- Subcontracting Plan (Jan 1999)

2.13 Applicable to all Orders over $800,000

In addition to the applicable clauses above, the following are hereby incorporated into this Order.

Prime Contract Clause No.	FAR/DEAR Reference	Title
I.167	52.242-3	Penalties for Unallowable Costs (May 2014)

2.14 Applicable to all Orders over $2,000,000

In addition to the applicable clauses above, the following are hereby incorporated into this Order.

Prime Contract Clause No.	FAR/DEAR Reference	Title

I.127	52.230-2	Cost Accounting Standards (Jun 2020) Class DEVIATION CAAC Letter 2018-03 – May 3, 2018 (Issued by DOE Policy Flash 2018-30)] (DEVIATION)
I.128	52.230-6	Administration of Cost Accounting Standards (Jun 2010)

2.15 Applicable to all Orders over $6,000,000

In addition to the applicable clauses above, the following are hereby incorporated into this Order.

Prime Contract Clause No.	FAR/DEAR Reference	Title
I.11	52.203-13	Contractor Code of Business Ethics and Conduct (Jun 2020)
I.12	52.203-14	Display of Hotline Poster(s) (Jun 2020) (b)(3) DOE Office of Inspector General Hotline Poster
I.28	52.210-1	Market Research (Jun 2020)

2.16 Applicable to all Orders over $100,000,000

In addition to the applicable clauses above, the following are hereby incorporated into this Order.

Prime Contract Clause No.	FAR/DEAR Reference	Title
I.215	952.231-71	Insurance-Litigation and Claims (Jul 2013)

3. FULL TEXT BELOW CLAUSES

3.1 (H.26) DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014) (REVISED)

(a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in 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, an activity that could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue, or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, 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 (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect 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(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.

(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, the ICP Manager, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the CO.

(d) This clause flows down to all subcontractors at all tiers. For this Clause, Contractor and CO shall mean Company.

3.2 (H.30) DOE-H-2043 ASSIGNMENT AND TRANSFER OF PRIME CONTRACTS AND SUBCONTRACTS (OCT 2014) (REVISED)

(a) Assignment and Transfer of other DOE Prime Contracts. During the period of performance (POP) of this contract ordering period, and subsequent Task Order(s) period of performance extending beyond the contract ordering period, it may become necessary for the DOE to transfer and assign existing or future DOE prime contracts in whole or in part supporting site work to this Contract. The Contractor shall accept the transfers and assignments of contracts. Transfer and assignment of prime contracts to the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.

(b) Assignment and Transfer of this Prime Contract. During the POP of this Contract, it may become necessary for the DOE to transfer and assign in whole or in part this Contract to another DOE contractor. The Contractor shall accept the transfers and assignment. Transfer and assignment, if any, will be for administration purposes, and once transferred, will become a subcontract to the assignee. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.

(c) Transfer and Assignment of Subcontracts. The Contractor agrees to transfer and assign or accept transfer and assignment of existing subcontracts including lower-tier subcontracts as determined necessary by DOE for continuity of operations. The transfer and assignment may be to or from another contractor or to or from DOE as a prime contractor. Transfer or assignment of subcontracts to or from the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the CO in writing. This Clause is required as a flow-down clause in all subcontracts.

3.3 (H.40) DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014) (REVISED)

(a) Performance of work under this Contract may result in the Contractor having access to Controlled Unclassified Information (CUI), including Official Use Only (OUO) information, via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such CUI includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the CO.

(b) The restrictions set out in paragraph (a) above, however, do not apply to:

(1) Information which, at the time of receipt by the Contractor, is in the public domain;

(2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;

(3) Information which the Contractor can demonstrate was previously in its possession and was

not acquired directly or indirectly as a result of access obtained by performing work under this contract;

(4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or

(5) Information which is subject to release under applicable law.

(c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the CO.

(d) Upon request of the CO, the Contractor agrees to execute an agreement with any party which provides CUI to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of CUI obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the CO for approval.

(e) Upon request of the CO, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies, or other organizations) of the information.

(f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

3.4 (H.41) DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD-PARTY SERVICES - ALTERNATE I (OCT 2014)

(a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.

(b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.

(c) The Contractor shall not violate any software licensing agreement or cause the Government to violate any licensing agreement.

(d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.

(e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.

(f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.

(g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

3.5 (H.43) DOE-H-2069 PAYMENTS FOR DOMESTIC EXTENDED PERSONNEL ASSIGNMENTS (OCT 2014) (REVISED)

(a) Definition. For purposes of this clause, "domestic extended personnel assignments" are defined as any assignment of contractor personnel to a domestic location different than (and more than 50 miles from) their permanent duty station for a period expected to exceed 30 consecutive calendar days.

(b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:

(1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:

(i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days' lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.

(ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at a rate not to exceed 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at a reduced rate, not to exceed 55% of Federal per diem.

(iii) Receipts are required to substantiate all lodging expenses and any other authorized expense greater than $75.

(2) The Government will not reimburse any costs associated with per diem (except for en route travel) unless the contractor employee maintains a residence at the permanent duty station.

(3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after three (3) years (except for the reimbursements described above during the last 30 days of the assignment).

(4) If an assignment has breaks within a three-year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three-year clock. For instance, if a contractor employee completes a two-year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new two-year assignment back to location A will restart the three-year clock. The assignments will be considered two separate two- year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was for six months, the Government would consider the second assignment to be a continuation of the first for purposes of the three-year rule.

(5) The Government will not reimburse costs associated with salary premiums that exceed 10% of base salary.

(6) The Contractor shall include the substance of this clause in all subcontracts in which travel

will be reimbursed at cost.

3.6 (H.45) DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)

(a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives or parts thereof listed in Section J, Attachment J-3.

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

(c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.

(d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the changes clauses in Section I of this contract.

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

3.7 (H.46) DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014)

(a) The Government will provide Government-owned and/or Government-leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clause FAR 52.245-1 entitled, *Government Property* and FAR 52.251-2 entitled, *Interagency Fleet Management System Vehicles and Related Services*.

(b) The Contractor shall ensure that its employees use and operate Government-owned and/or Government- leased motor vehicles in a responsible and safe manner to include the following requirements:

(1) Use vehicles only for official purposes and solely in the performance of the Contract.
(2) Do not use vehicles for transportation between an employee's residence and place of employment, unless authorized by the CO.
(3) Comply with Federal, state, and local laws and regulations for the operation of motor vehicles.
(4) Possess a valid state, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.
(5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.
(6) Use seat belts while operating or riding in a Government vehicle.
(7) Do not use tobacco products while operating or riding in a Government vehicle.
(8) Do not provide transportation to strangers or hitchhikers.
(9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause FAR 52.223-18 entitled, *Encouraging Contractor Policies to Ban Text Messaging While Driving*.

(10) In the event of an accident, provide information as may be required by state, county or municipal authorities and as directed by the CO.

(c) The Contractor shall:

(1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and

(2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.

(d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or Government- leased vehicles are to be provided for use by subcontractor employees.

3.8 (H.48) DOE-H-2076 LOBBYING RESTRICTIONS (NOV 2018)

In accordance with 18 U.S.C. § 1913, the Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress. This restriction is in addition to those prescribed elsewhere in statute and regulation.

3.9 (I.22) FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

(a) Definitions. As used in this clause–

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the

Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement sub-networks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

3.10 (I.91) Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sept 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless-

(1) The product cannot be acquired-

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at http://www.biopreferred.gov.

(c) In the performance of this contract, the Contractor shall-

(1) Report to http://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than-
(i) October 31 of each year during contract performance; and
(ii) At the end of contract performance.

3.11 (I.92) 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I—JUL 1995)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract. Material (If none, insert None) Identification No.

Material (If none, insert None)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

3.12 (I.94) FAR 52.223-6 Drug-Free Workplace. (May 2001)

(a) *Definitions*. As used in this clause-

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

Conviction means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-
(i) The dangers of drug abuse in the workplace;
(ii) The Contractor's policy of maintaining a drug-free workplace;
(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-
(i) Abide by the terms of the statement; and
(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or
(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

3.13 (I.222) DEAR 970.5204-3 Access to and Ownership of Records (Oct 2014) (DEVIATION)

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, --Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."

(b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.

(1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research

misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.

(2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

(3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and

(4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and

(5) The following categories of records maintained pursuant to the technology transfer clause of this contract:

(i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes, and correspondence.

(ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.

(iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents, and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

(c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.

(d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(e) Applicability. This clause applies to all records created, received, and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.

(f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR) Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.

(g) Subcontracts.

(1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223–72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

(2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor and maintain records that would otherwise be maintained by the subcontractor.

3.14 (I.80) FAR 52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

3.15 (H.50) DOE-H-2080 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (APR 2018)

(a) Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.

(b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in fee; termination for default; and suspension or debarment.

(c) Subcontracts.

(1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.

(2) The Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The Contractor shall review and approve each subcontractor's program and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

(2) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

3.16 (I.79) FAR 52.222-35 Equal Opportunity for Veterans (Jun 2020)

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

3.17 (I.95) FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008)

(a) Definitions. As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall:

(1) Estimate the percentage of the total recovered material content for EPA designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

END OF PRIME CONTRACT FLOWDOWN CLAUSES