IDAHO ENVIRONMENTAL COALITION, LLC

PRIME CONTRACT FLOWDOWN CLAUSES FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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 for product/services being procured is as a Commercial Product, Commercial Service, Commercially Available Off-the-Shelf (COTS), or Nondevelopmental item as defined in FAR 2.101.

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 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
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.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)
I.27	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
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.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.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.106	52.223-20	Aerosols (Jun 2016)
I.107	52.223-21	Foams (Jun 2016)
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.115	52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
I.140	52.232-33	Payment by Electronic Funds Transfer—System for Award Management (Oct 2018)
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.165	52.239-1	Privacy or Security Safeguards (Aug 1996)
I.169	52.242-5	Payments to Small Business Subcontractors (Jan 2017) **(applicable to Orders with a small business)**
I.179	52.245-1	Government Property (Jan 2017)
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.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.205	952.209-72	Organizational Conflicts of Interest (Aug 2009) – Alt I (Feb 2011) (for advisory and assistance services expected to exceed the simplified acquisition threshold)
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.227	970.5227-1	Rights in Data – Facilities (Dec 2000)
I.229	52.204-27	Prohibition on a ByteDance Covered Application (Jun 2023)

2.2 Applicable to all Orders over $2,500

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

Prime Contract Clause No.	**FAR/DEAR/DOE 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.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)

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.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.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 Order except or those (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.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.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)**

2.10 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)

2.11 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)**

2.12 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)

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.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.

3.5 (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.

3.6 (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.

3.7 (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.

3.8 (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.

3.9 (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.

3.10 (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 FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES