

PART II –CONTRACT CLAUSES

SECTION I

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- I.6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
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- I.26 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) ALTERNATE I (OCT 2009)
- I.27 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days** of the end of the contract.

- I.28 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
 - (a) The Government may extend the term of this contract by written notice to the Contractor within **60 days** of the end of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **six (6)** years.

I.29 FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

I.30 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

I.31 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

I.32 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM
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LABOR RELATIONS ACTION (DEC 2010)

I.42 FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

I.43 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

<u>Employee Class*</u>	<u>Monetary Wage**</u>	<u>Fringe Benefits</u>
Nurse, GS-09, (\$38,588)	\$18.49	\$4.45
Laboratory Technician, GS-07, (\$31,546)	\$15.12	\$3.64
Records Clerk, GS-05, (\$25,467)	\$12.20	\$2.93

*All grades are step 1. The fringe adder is 24.05%.

** Wage rate is salary/2087.

- I.44 FAR 52.222-50 COMBATING TRAFFICING IN PERSONS (FEB 2009)
- I.45 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
- I.46 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)
- I.47 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), ALTERNATE I (JUL 1995)
- I.48 FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- I.49 FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)
- (a) The Contractor shall notify the Contracting Officer or designee, in writing, **60* days** prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the *Code of Federal Regulations*, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).
- * The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).
- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

- (1) Be submitted in writing;
 - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

I.50 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (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.

I.51 FAR 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)

I.52 FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

I.53 FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

- I.54 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
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- I.64 FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)
- I.65 FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2010)
- I.66 FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2008)
- I.67 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010)
- I.68 FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- I.69 FAR 52.232-17 INTEREST (OCT 2010)
- I.70 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- I.71 FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- I.72 FAR 52.232-25 PROMPT PAYMENT (OCT 2008)
- I.73 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

- I.74 FAR 52.233-1 DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)
- I.75 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- I.76 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- I.77 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- I.78 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- I.79 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- I.80 FAR 52.242-13 BANKRUPTCY (JUL 1995)
- I.81 FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- I.82 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
- I.83 FAR 52.245-1 GOVERNMENT PROPERTY (AUG 2010) – ALTERNATE I (AUG 2010)
- I.84 FAR 52.245-9 USE AND CHARGES (AUG 2010)
- I.85 FAR 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)
- I.86 FAR 52.248-1 VALUE ENGINEERING (OCT 2010)
- I.87 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of the FAR may be accessed at <http://www.acquisition.gov/far>. Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions: <http://professionals.pr.doe.gov>
- I.88 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
- I.89 DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
- I.90 DEAR 952.204-2 SECURITY REQUIREMENTS (MAR 2011)
- I.91 DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)

- I.92 DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)
- I.93 DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)
- I.94 DEAR 952.208-70 PRINTING (APR 1984)
- I.95 DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)
- I.96 DEAR 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist firms certified under section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the Contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

- I.97 DEAR 952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH TO WORK PLANNING AND EXECUTION (DEC 2000)

The contractor shall take all reasonable precautions in the performance of work under this contract to protect the safety and health of employees and of members of the public against the hazards of ionizing radiation and radioactive materials and shall comply with all applicable radiation protection and nuclear criticality safety standards and requirements (including reporting requirements) of DOE. The contractor shall submit a management program and implementation plan to the contracting officer for review and approval within 30 days after the effective date of this contract or modification. In the event that the contractor fails to comply with said standards and requirements of DOE, the contracting officer may, without prejudice to any other legal or contractual rights of DOE, issue an order stopping all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

- I.98 DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)

- I.99 DEAR 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)
- I.100 DEAR 952.226-74 DISPLACED EMPLOYEES HIRING PREFERENCE (JUN 1997)
- I.101 DEAR 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994)
- I.102 DEAR 952.231-71 INSURANCE – LITIGATION AND CLAIMS (APR 2002)
- I.103 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)
- I.104 DEAR 952.247-70 FOREIGN TRAVEL (DEC 2000)
- I.105 DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)
- I.106 DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNT (DEC 2000)
- I.107 DEAR 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000)
- I.108 DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)
- I.109 DEAR 970.5223-3 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)
- I.110 DEAR 970.5226- 3 COMMUNITY COMMITMENT (DEC 2000)

It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above.

- I.111 DEAR 970.5227-1 RIGHTS IN DATA-FACILITIES (DEC 2000)
- I.112 DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002)
- I.113 DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)
- I.114 DEAR 970.5227-6 PATENT INDEMNITY-SUBCONTRACTS (DEC 2000)

The following Clauses only apply to the FIRM FIXED PRICE Scope of the Contract

- I.115 FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)
- I.116 FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- I.117 FAR 52.227-9 REFUND OF ROYALTIES (APR 1984)
- I.118 FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- I.119 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
- I.120 FAR 52.232-1 PAYMENTS (APR 1984)
- I.121 FAR 232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- I.122 FAR 52.232-11 EXTRAS (APR 1984)
- I.123 FAR 52.232-16 PROGRESS PAYMENTS (AUG 2010) ALTERNATE I (MAR 2000)
- I.124 FAR 52.243-1 CHANGES - FIXED PRICE (AUG 1987) - ALTERNATE II (APR 1984)
- I.125 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
- I.126 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

The following Clauses only apply to the COST REIMBURSEMENT Scope of the Contract

- I.127 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)
- I.128 FAR 52.216-11 COST CONTRACT – NO FEE (APR 1984)
- I.129 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)
(a) “TBD”
- I.130 FAR 52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)

- I.131 FAR 52.232-20 LIMITATION OF COST (APR 1984)
- I.132 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)
- I.133 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- I.134 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- I.135 FAR 52.243-2 CHANGES- COST REIMBURSEMENT (AUG 1987) ALTERNATE I (AUG 1987)
- I.136 FAR 52.244-2 SUBCONTRACTS (OCT 2010) ALTERNATE I (JUNE 2007)
- I.137 FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004)
- I.138 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)

The following Clauses only apply to the INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) Scope of the Contract

- I.139 FAR 52.216-18 ORDERING (OCT 1995)
 - (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **the date of contract award** through **the end of contract performance**.
 - (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
 - (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
- I.140 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)
 - (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) *Maximum order.* The Contractor is not obligated to honor --
 - (1) Any order for a single item in excess of \$25,000;

- (2) Any order for a combination of items in excess of \$100,000; or
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.141 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year of the expiration date of this contract.