

H.9 DOE-H-1048 Sustainable Acquisition under DOE Service Contracts May 2011

Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. As a service provider at a DOE facility you are urged to assist us in our efforts. Sustainable acquisition or environmentally preferable contracting has several interacting initiatives. Among the initiatives are the following:

Alternative Fueled Vehicles and Alternative Fuels
Biobased Content Products (USDA Designated Products)
Energy Efficient Products
Non-Ozone Depleting Alternative Products
Recycled Content Products (EPA Designated Products)
Water Efficient Products (EPA WaterSense Labeled Products)

You should familiarize yourself with these information resources:

Recycled Products are described at <http://epa.gov/cpg>
Biobased Products are described at <http://www.biopreferred.gov/>
Energy efficient products are at <http://energystar.gov/products> for Energy Star products
and FEMP designated products are at <http://www.eere.energy.gov/femp/procurement>
Environmentally Preferable Computers are at <http://www.epeat.net>
Non-Ozone Depleting Alternative Products at <http://www.epa.gov/ozone/strathome.html>
Water efficient plumbing fixtures at <http://epa.gov/watersense>

In the course of providing services at the DOE site, if your services necessitate the acquisition of any of these types of products, it is expected that you will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and you may be asked to share information for our report.

H.10 DOE-H-1051 CONSECUTIVE NUMBERING (MAY 2009)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

(End of clause)

H.11 DOE-H-1068 Work Stoppage And Shutdown Authorization (July 2011)

(a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility

safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.

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

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

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

(1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;

(2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or

(3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.

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

Section I - Contract Clauses

I.1 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/>
<http://farsite.hill.af.mil/vfdoca.htm>

(End of clause)

- 52.202-1 Definitions. (JAN 2012)**
- 52.203-3 Gratuities. (APR 1984)**
- 52.203-5 Covenant Against Contingent Fees. (APR 1984)**
- 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)**
- 52.203-7 Anti-Kickback Procedures. (OCT 2010)**
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)**
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)**
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)**
- 52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)**
- 52.203-14 Display of Hotline Posters**
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)**
- 52.204-9 Personal Identity Verification of Contractor Personnel. (Jan 2011)**
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (AUG 2012)**
- 52.204-13 Central Contractor Registration Maintenance.**
- 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014)**
- 52.209-1 Qualification Requirements.**
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)**
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (FEB 2012)**
- 52.210-1 Market Research.**
- 52.215-2 Audit and Records—Negotiation.**
- 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)**
- 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data. (AUG 2011)**
- 52.215-12 Subcontractor Certified Cost or Pricing Data. (OCT 2010)**
- 52.215-15 Pension Adjustments and Asset Reversions. (OCT 2010)**
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)**
- 52.215-19 Notification of Ownership Changes. (OCT 1997)**
- 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010)**
- 52.217-2 Cancellation Under Multi-year Contracts. (OCT 1997)**
- 52.217-8 Option to Extend Services. (NOV 1999)**
- 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns.**

- 52.219-8 Utilization of Small Business Concerns. (JAN 2011)
- 52.219-9 Small Business Subcontracting Plan. (JAN 2011)
- 52.219-28 Post-Award Small Business Program Representation
- 52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)
- 52.222-3 Convict Labor. (JUN 2003)
- 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)
- 52.222-26 Equal Opportunity. (MAR 2007)
- 52.222-35 Equal Opportunity for Veterans. (SEP 2010)
- 52.222-36 Affirmative Action for Workers with Disabilities.
- 52.222-37 Employment Reports on Veterans. (FEB 2016)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)
- 52.222-41 Service Contract Act of 1965.
- 52.222-42 Statement of Equivalent Rates for Federal Hires.
- 52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts).
- 52.222-49 Service Contract Act—Place of Performance Unknown.
- 52.222-50 Combating Trafficking in Persons. (FEB 2009)
- 52.222-54 Employment Eligibility Verification. (JUL 2012)
- 52.222-55 Minimum Wage under Executive Order 13658 (Dec 2015)
- 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)
- 52.223-6 Drug-Free Workplace. (MAY 2001)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
- 52.227-1 Authorization and Consent
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
- 52.228-5 Insurance - Work on a Government Installation. (JAN 1997)
- 52.229-3 Federal, State, and Local Taxes. (FEB 2013)
- 52.230-2 Cost Accounting Standards. (MAY 2012)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices. (MAY 2012)
- 52.230-6 Administration of Cost Accounting Standards. (JUN 2010)
- 52.232-1 Payments. (APR 1984)
- 52.232-8 Discounts for Prompt Payment.
- 52.232-11 Extras.
- 52.232-17 Interest. (OCT 2010)
- 52.232-18 Availability of Funds.
- 52.232-23 Assignment of Claims. (JAN 1986)
- 52.232-25 Prompt payment. (OCT 2008)
- 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)
- 52.233-1 Disputes. (JUL 2002)
- 52.233-3 Protest after Award. (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
- 52.237-3 Continuity of Services.
- 52.242-13 Bankruptcy. (JUL 1995)
- 52.243-1 Changes - Fixed-Price. ALT 1 (AUG 1987)
- 52.244-6 Subcontracts for Commercial Items. (DEC 2010)
- 52.246-25 Limitation of Liability - Services. (FEB 1997)

52.248-1 Value Engineering.
52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)
52.251-1 Government Supply Sources

I.2 52.204-1 Approval of Contract. (DEC 1989)

This contract is subject to the written approval the Contracting Officer assigned to the RL division and shall not be binding until it is signed and approved.

(End of clause)

I.3 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 1 November 2013 through 31 October 2018.

(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.

(End of clause)

I.4 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 \$50,000, 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 \$2,200,000.

(2) Any order for a combination of items in excess of \$2,200,000; or

(3) A series of orders from the same ordering office 30 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 7 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.

(End of clause)

I.5 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 31 October 2018.

(End of clause)

I.6 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at 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 5 year, 6 months.

(End of clause)

I.7 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 postconsumer material content; and

(2) Submit this estimate to the Contracting Officer.

I.8 52.223-11 Ozone Depleting Substances (May 2001)

(a) *Definition.* “*Ozone-depleting substance,*” as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydro-chlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

I.9 52.232-19 Availability of Funds for the Next Fiscal Year. (APR 1984)

Funds are not presently available for performance under this contract beyond the current fiscal year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.10 952.203-70 Whistleblower Protection for Contractor Employees. (DEC 2000)

WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.

(b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

(End of Clause)

I.11 952.208-70 Printing (APR 1984)

The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8½ by 11 inches one side only, one color. A requirement is defined as a single publication document.

(1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.

(2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the Contractor shall notify the Contracting Officer in writing and obtain the Contracting Officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from

the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.

- (3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.
- (4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

(End of Clause)

I.12 952.223-78 Sustainable Acquisition Program. (OCT 2010)

In accordance with 923.103 insert the following clause or its Alternate I in all contracts under which the contractor operates Government-owned facilities, motor vehicle fleets, or significant portions thereof or performs construction at a DOE facility.

SUSTAINABLE ACQUISITION PROGRAM (OCT 2010)

(a) Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing its facilities in an environmentally preferable and sustainable manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall provide its services in a manner that promotes the natural environment, reduces greenhouse gas emissions and protects the health and well being of Federal employees, contract service providers and visitors using the facility.

(b) Green purchasing or sustainable acquisition has several interacting initiatives. The Contractor must comply with initiatives that are current as of the contract award date. DOE may require compliance with revised initiatives from time to time. The Contractor may request an equitable adjustment to the terms of its contract using the procedures in the Changes clause of the contract. The initiatives important to these Orders are explained on the following Government or Industry Internet Sites:

- (1) Recycled Content Products are described at <http://epa.gov/cpg>.
- (2) Biobased Products are described at <http://www.biopreferred.gov/>.
- (3) Energy efficient products are at <http://energystar.gov/products> for Energy Star products.
- (4) Energy efficient products are at <http://www.femp.energy.gov/procurement> for FEMP designated products.
- (5) Environmentally preferable and energy efficient electronics including desktop computers, laptops and monitors are at <http://www.epeat.net> the Electronic Products Environmental Assessment Tool (EPEAT) the Green Electronics Council site.