

**PART II**

**SECTION I- CONTRACT CLAUSES**

**I.1 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. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.acquisition.gov/far>

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information See FAR 52.104(D)</b>
<b>I.2</b>	52.202-1	Definitions (Nov 2013)	
<b>I.3</b>	52.203-3	Gratuities (Apr 1984)	
<b>I.4</b>	52.203-5	Covenant Against Contingent Fees (May 2014)	
<b>I.5</b>	52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)	
<b>I.6</b>	52.203-7	Anti-Kickback Procedures (May 2014)	
<b>I.7</b>	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
<b>I.8</b>	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
<b>I.9</b>	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)	
<b>I.10</b>	52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010)	
<b>I.11</b>	52.203-14	Display of Hotline Poster(s) (Dec 2007)	(b)(3) DOE IG Hotline Poster: <a href="http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf">http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf</a>
<b>I.12</b>	55.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower	

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information See FAR 52.104(D)</b>
		Rights (Apr 2014)	
<b>I.13</b>	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	
<b>I.14</b>	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
<b>I.15</b>	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards ( Jul 2013)	
<b>I.16</b>	52.204-13	System for Award Management Maintenance (Jul 2013)	
<b>I.17</b>	52.204-14	Service Contract Reporting Requirements (Jan 2014)	
<b>I.18</b>	52.204-18	Commercial and Government Entity Code Maintenance (NOV 2014)	
<b>I.19</b>	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Or Proposed for Debarment (Aug 2013)	
<b>I.20</b>	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)	
<b>I.21</b>	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (May 2012)	
<b>I.22</b>	52.210-1	Market Research (Apr 2011)	
<b>I.23</b>	52.215-2	Audit and Records – Negotiation (Oct 2010)	
<b>I.24</b>	52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)	
<b>I.25</b>	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Aug 2011)	
<b>I.26</b>	52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (Oct 2010)	
<b>I.27</b>	52.215-14	Integrity of Unit Prices (Oct 2010)	
<b>I.28</b>	52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
<b>I.29</b>	52.215-17	Waiver of Facilities Capital Cost	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(D)
		of Money (Oct 1997)	
<b>I.30</b>	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)	
<b>I.31</b>	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Oct 2010) (Alternate III (OCT 1997))	
<b>I.32</b>	52.215-23	Limitations on Pass-Through Charges (Oct 2009)	
<b>I.33</b>	52.216-7	Allowable Cost and Payment (Jun 2013)	(a)(3) 15 <sup>th</sup> (cost invoices) and 30 <sup>th</sup> (fee invoices)
<b>I.34</b>	52.216-10	Incentive Fee (Jun 2011)	
<b>I.35</b>	52.217-2	Cancellation Under Multiyear Contracts (OCT 1997)	
<b>I.36</b>	52.217-7	Option for Increased Quantity— Separately Priced Line Item (Mar 1989)	Within four years of the contract effective date for CLIN 00001a and CLIN 00001b; within four years of the contract effective date for CLIN 00001c; within four years of the contract effective date for CLIN 00001d; within one year of the contract effective date for CLIN 00001e; within one year of the contract effective date for CLIN 00001f; within one year of the contract effective date for CLIN 00001g; and within three years of the contract effective date for CLIN 00006.
<b>I.37</b>	52.217-8	Option to Extend Services (Nov 1999)	Within 30 days of the contract expiration date.
<b>I.38</b>	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011)	(c) <b>N/A</b>
<b>I.39</b>	52.219-8	Utilization of Small Business Concerns (May 2014)	
<b>I.40</b>	52.219-9	Small Business Subcontracting Plan (Oct 2014) -Alternate II (OCT 2001)	
<b>I.41</b>	52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	
<b>I.42</b>	52.219-28	Post-Award Small Business Program Rerepresentation (Jul 2013)	

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information See FAR 52.104(D)</b>
<b>I.43</b>	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
<b>I.44</b>	52.222-2	Payment for Overtime Premiums (Jul 1990)	(a) "zero"
<b>I.45</b>	52.222-3	Convict Labor (Jun 2003)	
<b>I.46</b>	52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (May 2014)	
<b>I.47</b>	52.222-17	Nondisplacement of Qualified Workers (May 2014)	
<b>I.48</b>	52.222-21	Prohibition of Segregated Facilities (Feb 1999)	
<b>I.49</b>	52.222-26	Equal Opportunity (Mar 2007)	
<b>I.50</b>	52.222-35	Equal Opportunity for Veterans (Jul 2014)	
<b>I.51</b>	52.222-36	Equal Opportunity for Workers with Disabilities (Jul 2014)	
<b>I.52</b>	52.222-37	Employment Reports on Veterans (Jul 2014)	
<b>I.53</b>	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
<b>I.54</b>	52.222-41	Service Contract Labor Standards (May 2014)	
<b>I.55</b>	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014)	
<b>I.56</b>	52.222-50	Combating Trafficking in Persons (Feb 2009)	
<b>I.57</b>	52.222-54	Employment Eligibility Verification (Aug 2013)	
<b>I.58</b>	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)	

<b>I.59</b>	52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) - Alternate I (JUL 1995)	(b)																														
			<table border="1"> <thead> <tr> <th>Material</th> <th>Identification No.</th> </tr> </thead> <tbody> <tr> <td>3439 Miscellaneous Welding, Soldering, and Brazing Supplies and Accessories</td> <td>Miscellaneous surface cleaners and nondestructive examination supplies</td> </tr> <tr> <td>4210 Fire Fighting Equipment</td> <td>Various fire extinguishers</td> </tr> <tr> <td>6135 Batteries, Primary</td> <td>Lithium and Alkaline batteries</td> </tr> <tr> <td>6140 Batteries, Secondary</td> <td>Miscellaneous battery lead acid, nickel-cadmium, corrosive or other hazardous compound battery banks</td> </tr> <tr> <td>6810 Chemicals</td> <td>Various chemical agents in processes such as acids, acetone, etc.</td> </tr> <tr> <td>6830 Gases; Compressed and Liquefied</td> <td>Various gases to include nitrogen, acetylene, helium, etc.</td> </tr> <tr> <td>6840 Pest Control Agents and Disinfectants</td> <td>Various items for bug control and disinfectants for cleaning</td> </tr> <tr> <td>6850 Miscellaneous Chemicals Specialties</td> <td>Various items such as antifreeze solutions</td> </tr> <tr> <td>7930 Cleaning and Polishing Compounds and Preparations</td> <td>Various soap products and floor polishing compounds.</td> </tr> <tr> <td>8010 Paints, Dopes, Varnishes, and Related Products</td> <td>Various paints and epoxy items</td> </tr> <tr> <td>8030 Preservative and Sealing Compounds</td> <td>Various caulking compounds and sealing compounds</td> </tr> <tr> <td>8040 Adhesive</td> <td>Multiple adhesive materials and tape items</td> </tr> <tr> <td>9130 Liquid propellants, and Fuels and Fuels, Petroleum Base</td> <td>Various fuel types to include gasoline, vehicle diesel fuel, heating oil, etc.</td> </tr> <tr> <td>9145 Oils and Greases: Cutting, Lubricating, and Hydraulic</td> <td>Various loosening oils, engine oils, pump oils, and cutting oils, as well as greases, etc. and lubricating fluids</td> </tr> </tbody> </table>	Material	Identification No.	3439 Miscellaneous Welding, Soldering, and Brazing Supplies and Accessories	Miscellaneous surface cleaners and nondestructive examination supplies	4210 Fire Fighting Equipment	Various fire extinguishers	6135 Batteries, Primary	Lithium and Alkaline batteries	6140 Batteries, Secondary	Miscellaneous battery lead acid, nickel-cadmium, corrosive or other hazardous compound battery banks	6810 Chemicals	Various chemical agents in processes such as acids, acetone, etc.	6830 Gases; Compressed and Liquefied	Various gases to include nitrogen, acetylene, helium, etc.	6840 Pest Control Agents and Disinfectants	Various items for bug control and disinfectants for cleaning	6850 Miscellaneous Chemicals Specialties	Various items such as antifreeze solutions	7930 Cleaning and Polishing Compounds and Preparations	Various soap products and floor polishing compounds.	8010 Paints, Dopes, Varnishes, and Related Products	Various paints and epoxy items	8030 Preservative and Sealing Compounds	Various caulking compounds and sealing compounds	8040 Adhesive	Multiple adhesive materials and tape items	9130 Liquid propellants, and Fuels and Fuels, Petroleum Base	Various fuel types to include gasoline, vehicle diesel fuel, heating oil, etc.	9145 Oils and Greases: Cutting, Lubricating, and Hydraulic	Various loosening oils, engine oils, pump oils, and cutting oils, as well as greases, etc. and lubricating fluids
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<b>I.60</b>	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011) Alternate II (May 2011)																															
<b>I.61</b>	52.223-6	Drug-Free Workplace (May 2001)																															
<b>I.62</b>	52.223-10	Waste Reduction Program (May 2011)																															
<b>I.63</b>	52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)																															

<b>I.64</b>	52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)	
<b>I.65</b>	52.223-16	Acquisition of EPEAT® - Registered Personal Computer Products (Jun 2014)	
<b>I.66</b>	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (May 2008)	
<b>I.67</b>	52.223-18	Encouraging Contractors Policies to Ban Text Messages While Driving (Aug 2011)	
<b>I.68</b>	52.223-19	Compliance With Environmental Management Systems (May 2011)	
<b>I.69</b>	52.224-1	Privacy Act Notification (Apr 1984)	
<b>I.70</b>	52.224-2	Privacy Act (Apr 1984)	
<b>I.71</b>	52.225-1	Buy American – Supplies (May 2014)	
<b>I.72</b>	52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)	
<b>I.73</b>	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	
<b>I.74</b>			
<b>I.75</b>	52.228-7	Insurance – Liability to Third Persons (Mar 1996)	
<b>I.76</b>	52.230-2	Cost Accounting Standards (May 2014)	
<b>I.77</b>	52.230-6	Administration of Cost Accounting Standards (Jun 2010)	
<b>I.78</b>	52.232-9	Limitation of Withholding of Payments (Apr 1984)	
<b>I.79</b>	52.232-17	Interest (May 2014)	
<b>I.80</b>	52.232-18	Availability of Funds (Apr 1984)	
<b>I.81</b>	52.232-22	Limitation of Funds (Apr 1984)	
<b>I.82</b>	52.232-23	Assignment of Claims (May 2014)	
<b>I.83</b>	52.232-25	Prompt Payment (Jul 2013) Alternate I (FEB 2002)	
<b>I.84</b>	52.232-33	Payment by Electronic Funds Transfer – System for Award Management (Jul 2013)	
<b>I.85</b>	52.233-1	Disputes (May 2014) - Alternate	

		1 (Dec 1991)	
<b>I.86</b>	52.233-3	Protest after Award (Aug 1996) – Alternate I (Jun 1985)	
<b>I.87</b>	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
<b>I.88</b>	52.234-4	Earned Value Management System (May 2014)	(g) TBD
<b>I.89</b>	52.236-5	Material and Workmanship (Apr 1984)	
<b>I.90</b>	52.236-7	Permits and Responsibilities (Nov 1991)	
<b>I.91</b>	52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts (Apr 1984)	
<b>I.92</b>	52.236-19	Organization and Direction of the Work (Apr 1984)	
<b>I.93</b>	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
<b>I.94</b>	52.237-3	Continuity of Services (Jan 1991)	
<b>I.95</b>	52.239-1	Privacy or Security Safeguards (Aug 1996)	
<b>I.96</b>	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	
<b>I.97</b>	52.242-3	Penalties for Unallowable Costs (May 2014)	
<b>I.98</b>	52.242-4	Certification of Final Indirect Costs (Jan 1997)	
<b>I.99</b>	52.242-13	Bankruptcy (Jul 1995)	
<b>I.100</b>	52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alt II and III (Apr 1984)	
<b>I.101</b>	52.243-6	Change Order Accounting (Apr 1984)	
<b>I.102</b>	52.244-2	Subcontracts (Oct 2010) Alt I (Jun 2007)	(j) None
<b>I.103</b>	52.244-5	Competition in Subcontracting (Dec 1996)	
<b>I.104</b>	52.244-6	Subcontracts for Commercial Items (Jul 2014)	
<b>I.105</b>	52.245-1	Government Property (Apr 2012)	
<b>I.106</b>	52.245-9	Use and Charges (Apr 2012)	
<b>I.107</b>	52.246-25	Limitation of Liability – Services (Feb 1997)	

<b>I.108</b>	52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) [Department of Energy] (b) [Department of Energy] [DE-EM0004083] [the Contract Administration Office specified in the Section G ]
<b>I.109</b>	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	
<b>I.110</b>	52.248-1	Value Engineering (Oct 2010)	(m) DE-EM0004083
<b>I.111</b>	52.249-6	Termination (Cost-Reimbursement ) (May 2004) Alternate I (SEP 1996)	
<b>I.112</b>	52.249-14	Excusable Delays (Apr 1984)	
<b>I.113</b>	52.251-1	Government Supply Sources (Apr 2012)	
<b>I.114</b>	52.251-2	Interagency Fleet Management Systems Vehicles and Related Services (Jan 1991)	
<b>I.115</b>	52.253-1	Computer Generated Forms (Jan 1991)	
<b>I.116</b>	952.202-1	Definitions (FEB 2011)	
<b>I.117</b>	952-203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	
<b>I.118</b>	952-204-2	Security (Mar 2011)	
<b>I.119</b>	952-204-70	Classification/Declassification (Sep 1997)	
<b>I.120</b>	952.204-75	Public Affairs (Dec 2000)	
<b>I.121</b>	952.204-77	Computer Security (Aug 2006)	
<b>I.122</b>	952.208-7	Tagging of Leased Vehicles (Apr 1984)	
<b>I.123</b>	952.208-70	Printing (Apr 1984)	
<b>I.124</b>	952.209-72	Organizational Conflicts of Interest (Aug 2009)	(b)(1)(i) zero (0)
<b>I.125</b>	952.215-70	Key Personnel (Dec 2000)	(a) See Section H clause <i>Key Personnel</i>
<b>I.126</b>	952.216-7	Allowable Cost and Payment (FEB 2011)	
<b>I.127</b>	952.217-70	Acquisition of Real Property (Mar 2011)	
<b>I.128</b>	952.219-70	DOE Mentor-Protégé Program (May 2000)	
<b>I.129</b>	952.223-72	Radiation Protection and Nuclear Criticality (Apr 1984)	
<b>I.130</b>	952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	

<b>I.131</b>	952.223-76	Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health (DEC 2010)	
<b>I.132</b>	952.223-78	Sustainable Acquisition Program (OCT 2010)	
<b>I.133</b>	952.226-74	Displaced Employee Hiring Preference (Jun 1997)	
<b>I.134</b>	952.227-82	Rights to Proposal Data (Apr 1994)	Except for technical data contained on pages <b>(there are no additional markings other than the markings identified at the beginning of the proposal)</b> of the contractor's proposal dated <b>May 12, 2015</b> which are asserted by the contractor as being proprietary data, it is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.
<b>I.135</b>	952.231-71	Insurance Litigation and Claims (Jul 2013)	
<b>I.136</b>	952.247-70	Foreign Travel (Jun 2010)	
<b>I.137</b>	952.250-70	Nuclear Hazards Indemnity Agreement (Jun 1996)	
<b>I.138</b>	952.251-70	Contractor Employee Travel Discounts (Aug 2009)	
<b>I.139</b>	970.5204-1	Counterintelligence (Dec 2010)	
<b>I.140</b>	970.5223-1	Integration of Environment, Safety, and Health into Work Planning and Execution (Dec 2000)	
<b>I.141</b>	970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2010)	
<b>I.142</b>	970.5223-6	Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management (Oct 2010)	

<b>I.143</b>	970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	
<b>I.144</b>	970.5227-1	Rights in Data-Facilities (Dec 2000)	
<b>I.145</b>	970.5227-4	Authorization and Consent (Aug 2002)	
<b>I.146</b>	970.5227-5	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 2002)	
<b>I.147</b>	970.5227-6	Patent Indemnity-Subcontracts (Dec 2000)	
<b>I.148</b>	970.5227-7	Royalty Information (DEC 2000)	
<b>I.149</b>	970.5227-8	Refund of Royalties (Aug 2002)	
<b>I.150</b>	970.5227-9	Notice of Right to Request Patent Waiver (DEC 2000)	
<b>I.151</b>	970.5227-10	Patent Rights –Management and Operating Contracts, Non-Profit Organization or Small Business Firm Contractor (Aug 2002)	
<b>I.152</b>	970.5227-11	Patent Rights Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (Dec 2000)	

## CLAUSES INCORPORATED IN FULL TEXT

### **I.153 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall -
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

### **I.154 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

In compliance with the Service Contract Labor Standards statute 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*

<b>Employee Class</b>	<b>Monetary Wage -- Fringe Benefits</b>
Administrative Assistant	18.84
Carpenter	22.39
Computer Operator	16.95
Computer Programmer	18.84
Electrician	23.87
Engineering Technician	15.21
Environmental Technician	18.84
Forklift Operator	16.78
Guard	15.21
Heavy Equipment Operator	23.87
HVAC	23.87
Instrument Mechanic	23.87
Janitor	12.17
Laborer	13.88
Machinist	23.87
Motor Vehicle Operator	23.87
Painter	22.39
Pipefitter	23.87
Receiving Clerk	15.34
Secretary	15.21
Technical Instructor	18.84
Technical Writer	23.04
Truck Driver	19.78
Warehouse Specialist	16.78
Water Treatment Operator	22.39
Welder	23.87

The fringe benefit rate is \$4.02/hour which is in addition to the above hourly rates.

**I.155 FAR 52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (OCT 2014) (DEVIATION)**

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09,

Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors dated June 12, 2014.

- (a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.
- (b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a) (ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a) (ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.
- (c) The Contracting Officer will adjust the contract price or contract unit prices under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.
- (d) The Contractor Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).
- (e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

**I.156 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.

#### **I.157 FAR 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, hydrochlorofluorocarbons.

(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).

#### **I.158 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid –

- (1) By the Contractor under a cost-reimbursement contract; and
  - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to:

General Services Administration  
Attn: FWA  
1800F Street NW  
Washington, DC 20405

**I.159 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)**

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
- (1) Providing direction to the Contractor that redirects contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual SOW.
  - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
  - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the DOE.
- (b) The Contractor will receive a copy of the written COR designation from the CO. It will specify the extent of the COR's authority to act on behalf of the CO.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:

- (1) Constitutes an assignment of additional work outside the SOW;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
  - (3) Changes contract cost, the fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
  - (5) Interferes with the Contractor's right to perform to the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the CO in writing within five working days after receipt of any such instruction or direction and must request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO must:
- (1) Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
  - (2) Advise the Contractor in writing within a reasonable time that the DOE will issue a written change order; or
  - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and CO either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect the technical direction will be subject to the provisions of the clause in Section I, 52.233-1 "Disputes."

**I.160 DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014)**

(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 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 nonemployee patient medical/health-related records, excluding records operated and maintained by the Contractor in Privacy Act system of records. Employee-related systems of record may include, but are not limited to: Employee Relations Records (DOE-3), Personnel Records of Former Contractor Employees (DOE-5), Payroll and Leave Records (DOE-13), Report of Compensation (DOE-14), Personnel Medical Records (DOE-33), Employee Assistance Program (EAP) Records (DOE-34) and Personnel Radiation Exposure Records (DOE-35).

(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.

(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 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.* The contractor shall include the requirements of this clause in all subcontracts that contain the *Integration of Environment, Safety and Health into Work Planning and Execution* clause at 952.223–71 or, the *Radiation Protection and Nuclear Criticality* clause at 952.223–72.

**The following clauses only apply to the CONSTRUCTION scope of the Contract (PWS Sections C.4.3.06; C.4.3.07; C.5.7.01; and C.7.1.05):**

*FAR CLAUSES INCORPORATED BY REFERENCE*

<b>I.161</b>	<b>52.222-6</b>	<b>Construction Wage Rate Requirements (May 2014)</b>
<b>I.162</b>	<b>52.222-7</b>	<b>Withholding of Funds (May 2014)</b>
<b>I.163</b>	<b>52.222-8</b>	<b>Payrolls and Basic Records (May 2014)</b>
<b>I.164</b>	<b>52.222-9</b>	<b>Apprentices and Trainees (Jul 2005)</b>
<b>I.165</b>	<b>52.222-10</b>	<b>Compliance with Copeland Act Requirements (Feb 1988)</b>
<b>I.166</b>	<b>52.222-11</b>	<b>Subcontracts (Labor Standards) (May 2014)</b>
<b>I.167</b>	<b>52.222-12</b>	<b>Contract Termination – Debarment (May 2014)</b>
<b>I.168</b>	<b>52.222-13</b>	<b>Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)</b>
<b>I.169</b>	<b>52.222.14</b>	<b>Disputes Concerning Labor Standards (Feb 1988)</b>
<b>I.170</b>	<b>52.222-15</b>	<b>Certification of Eligibility (May 2014)</b>
<b>I.171</b>	<b>52.222-16</b>	<b>Approval of Wage Rates (May 2014)</b>
<b>I.172</b>	<b>52.222-27</b>	<b>Affirmation Act Compliance Requirements for Construction (Feb 1999)</b>

*CLAUSES INCORPORATED BY FULL TEXT*

**I.173 FAR 52.225-11 BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)**

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

“Caribbean Basin country construction material” means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Commercially available off-the-shelf (COTS) item”—

- (1) Means any item of supply (including construction material) that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic: or

(ii) The construction material is a COTS item.

“Free Trade Agreement country construction material means” a construction material that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new

and different construction material distinct from the materials from which it was transformed.

“Foreign construction material” means a construction material other than a domestic construction material.

“Least developed country construction material” means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.*

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.50-5(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: none.

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information. ]*

*[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*