
PART II – CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

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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:

<https://www.acquisition.gov/?q=browsefar>

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

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.1	52.202-1	Definitions (Nov 2013)	
I.2	52.203-3	Gratuities (Apr 1984)	
I.3	52.203-5	Covenant Against Contingent Fees (May 2014)	
I.4	52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)	
I.5	52.203-7	Anti-Kickback Procedures (May 2014)	
I.6	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
I.7	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
I.8	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)	
I.9	52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)	
I.10	52.203-14	Display of Hotline Poster(s) (Oct 2015)	(b)(3) DOE IG Hotline Poster: http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf
I.11	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)	
I.12	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
I.13	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	
I.14	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
I.15	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016)	
I.16	52.204-13	System for Award Management Maintenance (Oct 2016)	
I.17	52.204-14	Service Contract Reporting Requirements (Oct 2016)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.18	52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)	
I.19	52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)	
I.20	52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
I.21	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)	
I.22	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Or Proposed for Debarment (Oct 2015)	
I.23	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)	
I.24	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	
I.25	52.210-1	Market Research (Apr 2011)	
I.26	52.215-2	Audit and Records – Negotiation (Oct 2010)	
I.27	52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)	
I.28	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)	
I.29	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Aug 2011)	
I.30	52.215-12	Subcontractor Certified Cost or Pricing Data (Oct 2010)	
I.31	52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (Oct 2010)	
I.32	52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
I.33	52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.	
I.34	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (Jul 2005)	
I.35	52.215-19	Notification of Ownership Changes (Oct 1997)	
I.36	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Oct 2010) (Alt III (Oct 1997))	(c) CD-ROM, as requested by the Contracting Officer.
I.37	52.215-23	Limitations on Pass-Through Charges (Oct 2009)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.38	52.216-7 as modified by DEAR 952.216-7	Allowable Cost and Payment (Jun 2013)	(a)(3)15 th (cost invoices) and 30 th (fee invoices)
I.39	52.216-11	Cost Contract-No Fee (Apr 1984) <i>Applies to Contract Transition CLIN only</i>	
I.40	52.216-18	Ordering (Oct 1995) <i>See full text version in Section I below (applies to IDIQ CLINs only)</i>	(a) the date of contract award through the end of contract performance as specified in Section F
I.41	52.216-19	Order Limitations (Oct 1995) <i>See full text version in Section I below (applies to IDIQ CLINs only)</i>	(a) \$0 (b)(1) \$1,000,000 (b)(2) \$1,000,000 (b)(3) 365 (d) 5
I.42	52.216-22	Indefinite Quantity (Oct 1995) <i>See full text version in Section I below (applies to IDIQ CLINs only)</i>	(d) one year beyond the expiration date of the contract period
I.43	52.217-2	Cancellation Under Multi-year Contracts (Oct 1997)	
I.44	52.217-8	Option to Extend Services (Nov 1999)	30 days of the contract expiration date
I.45	52.217-9	Option to Extend the Term of the Contract (Mar 2000) <i>See full text version in Section I below</i>	(a) 30 days of the contract expiration date; 60 days (c) 10 years
I.46	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)	(c) <u>N/A</u>
I.47	52.219-8	Utilization of Small Business Concerns (Nov 2016)	
I.48	52.219-9	Small Business Subcontracting Plan (Jan 2017) – Alt II (Nov 2016)	
I.49	52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	
I.50	52.219-28	Post-Award Small Business Program Representation (Jul 2013)	(g) Contractor Fill-In After Award, as applicable
I.51	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.52	52.222-2	Payment for Overtime Premiums (Jul 1990)	(a) <u>Zero</u>
I.53	52.222-3	Convict Labor (Jun 2003)	
I.54	52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation (May 2018)	
I.55	52.222-17	Non-displacement of Qualified Workers (May 2014)	
I.56	52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
I.57	52.222-26	Equal Opportunity (Sep 2016)	
I.58	52.222-35	Equal Opportunity for Veterans (Oct 2015)	
I.59	52.222-36	Equal Opportunity for Workers with Disabilities (Jul 2014)	
I.60	52.222-37	Employment Reports on Veterans (Feb 2016)	
I.61	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
I.62	52.222-41	Service Contract Labor Standards (May 2014)	
I.63	52.222-42	Statement of Equivalent Rates for Federal Hires (May 2014) <i>See full text version in Section I below</i>	
I.64	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (May 2014) <i>Applies to firm-fixed-price task orders only</i>	
I.65	52.222-50	Combating Trafficking in Persons (Mar 2015)	
I.66	52.222-54	Employment Eligibility Verification (Oct 2015)	
I.67	52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015)	
I.68	52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2017)	
I.69	52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alt I (Jul 1995)	(b) <u>None</u>
I.70	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
I.71	52.223-6	Drug-Free Workplace (May 2001)	
I.72	52.223-10	Waste Reduction Program (May 2011)	
I.73	52.223-18	Encouraging Contractors Policies to Ban Text Messaging While Driving (Aug 2011)	
I.74	52.223-19	Compliance with Environmental Management Systems (May 2011)	
I.75	52.224-1	Privacy Act Notification (Apr 1984)	
I.76	52.224-2	Privacy Act (Apr 1984)	
I.77	52.224-3	Privacy Training (JAN 2017)	
I.78	52.225-1	Buy American – Supplies (May 2014)	
I.79	52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)	
I.80	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	
I.81	52.227-1	Authorization and Consent (Dec 2007)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.82	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	
I.83	52.227-3	Patent Indemnity (Apr 1984)	
I.84	52.228-5	Insurance – Work on a Government Installation (Jan 1997) <i>Applies to firm-fixed-price task orders only</i>	
I.85	52.228-7	Insurance-Liability to Third Persons (Mar 1996)	
I.86	52.229-3	Federal, State, and Local Taxes (Feb 2013) <i>Applies to firm-fixed-price task orders only</i>	
I.87	52.229-4	Federal, State, and Local Taxes (State and Local Adjustments) (Feb 2013)	
I.88	52.230-2	Cost Accounting Standards (Oct 2015)	
I.89	52.230-6	Administration of Cost Accounting Standards (Jun 2010)	
I.90	52.232-1	Payments (Apr 1984) <i>Applies to firm-fixed-price task orders only</i>	
I.91	52.232-8	Discounts for Prompt Payment (Feb 2002) <i>Applies to firm-fixed-price task orders only</i>	
I.92	52.232-9	Limitation of Withholding of Payments (Apr 1984)	
I.93	52.232-11	Extras (Apr 1984) <i>Applies to firm-fixed-price task orders only</i>	
I.94	52.232-17	Interest (May 2014)	
I.95	52.232-18	Availability of Funds (Apr 1984)	
I.96	52.232-22	Limitation of Funds (Apr 1984)	
I.97	52.232-23	Assignment of Claims (May 2014)	
I.98	52.232-25	Prompt Payment (Jul 2013) – Alt I (Feb 2002)	
I.99	52.232-33	Payment by Electronic Funds Transfer – System for Award Management (Jul 2013)	
I.100	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
I.101	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
I.102	52.233-1	Disputes (May 2014) – Alt I (Dec 1991)	
I.103	52.233-3	Protest after Award (Aug 1996) – Alt I (Jun 1985)	
I.104	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
I.105	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
I.106	52.237-3	Continuity of Services (Jan 1991)	
I.107	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	
I.108	52.242-3	Penalties for Unallowable Costs (May 2014)	
I.109	52.242-4	Certification of Final Indirect Costs (Jan 1997)	
I.110	52.242-5	Payments to Small Business Subcontractors (Jan 2017)	
I.111	52.242-13	Bankruptcy (Jul 1995)	
I.112	52.243-1	Changes – Fixed Price (Aug 1987) – Alt II (Apr 1984) <i>Applies to firm-fixed-price task orders only</i>	
I.113	52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alt II and Alt III (Apr 1984).	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.114	52.243-6	Change Order Accounting (Apr 1984)	
I.115	52.244-2	Subcontracts (Oct 2010) – Alt I (Jun 2007)	(d) <u>The DOE Contracting Officer will issue within 30 days from Notice to Proceed a letter to the Contractor setting thresholds for consent to subcontract for all subcontract types;</u> (j) <u>Critique Resource Consulting Corporation; Innovative Reasoning, LLC; Innovative Technology Partnerships, LLC; Westech International, Inc.; and Street Legal Industries, Inc.</u>
I.116	52.244-5	Competition in Subcontracting (Dec 1996)	
I.117	52.244-6	Subcontracts for Commercial Items (Nov 2017)	
I.118	52.245-1	Government Property (Jan 2017), as modified by DEAR 952.245-5 “and DOE Acquisition Regulation Subpart 945.5” after the reference to FAR Subpart 45.5 in paragraphs (e)(1) and (e)(2) of the clause	
I.119	52.245-9	Use and Charges (Apr 2012)	
I.120	52.246-25	Limitation of Liability – Services (Feb 1997)	
I.121	52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy; <u>Contract No. 89303323DEM000088</u> ; the Contract Administration Office specified in Section G
I.122	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	
I.123	52.248-1	Value Engineering (Oct 2010)	(m) Contracting Officer fill in at award
I.124	52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984) <i>Applies to firm-fixed-price task orders only</i>	
I.125	52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) <i>Applies to firm-fixed-price task orders only</i>	
I.126	52.249-4	Termination for Convenience of the Government (Services) (Short Form) (Apr 1984) <i>Applies to firm-fixed-price task orders only</i>	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.127	52.249-6	Termination (Cost-Reimbursement) (May 2004)	
I.128	52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984) <i>Applies to firm-fixed-price task orders only</i>	
I.129	52.249-14	Excusable Delays (Apr 1984)	
I.130	52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	
I.131	52.252-6	Authorized Deviations in Clauses (Apr 1984) <i>See full text version below in Section I</i>	
I.132	52.253-1	Computer Generated Forms (Jan 1991)	
I.133	952.202-1	Definitions (Feb 2011)	
I.134	952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	
I.135	952.204-2	Security (Aug 2016)	
I.136	952.204-70	Classification/Declassification (Sep 1997)	
I.137	952.204-71	Sensitive Foreign Nations Controls (Mar 2011)	
I.138	952.204-73	Facility Clearance (Aug 2016)	
I.139	952.204-75	Public Affairs (Dec 2000)	
I.140	952.204-77	Computer Security (Aug 2006)	
I.141	952.208-7	Tagging of Leased Vehicles (Apr 1984)	
I.142	952.208-70	Printing (Apr 1984)	
I.143	952.209-72	Organizational Conflicts of Interest (Aug 2009) – Alt I (Feb 2011)	(b)(1)(i) zero (0)
I.144	952.215-70	Key Personnel (Dec 2000)	
I.145	952.216-7	Allowable Cost and Payment (Feb 2011)	
I.146	952.219-70	DOE Mentor-Protégé Program (May 2000)	
I.147	952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	
I.148	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)(2)(i) 12
I.149	952.223-78	Sustainable Acquisition Program (Oct 2010)	
I.150	952.226-74	Displaced Employee Hiring Preference (Jun 1997)	
I.151	952.231-71	Insurance – Litigation and Claims (Jul 2013)	
I.152	952.237-70	Collective Bargaining Agreements—Protective Services (Aug 1993)	
I.153	952.242-70	Technical Direction (Dec 2000) <i>See full text version in Section I below</i>	
I.154	952.247-70	Foreign Travel (Jun 2010)	
I.155	952.250-70	Nuclear Hazards Indemnity Agreement (Aug 2016)	
I.156	952.251-70	Contractor Employee Travel Discounts (Aug 2009)	
I.157	970.5204-1	Counterintelligence (Dec 2010)	
I.158	970.5223-6	Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management (Oct 2010)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
<u>I.159</u>	<u>52.204-27</u>	<u>Prohibition on a ByteDance Covered Application (Jun 2023)</u>	

This Contract incorporates one or more clauses by reference as indicated in the matrix above.

Any clauses that are included in full text are listed below and include the same Section I identifier in parentheses as was used above.

(I.41) FAR 52.216-18, ORDERING (OCT1995)

- (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 as specified in Section F.
- (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.42) 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 \$0, 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 \$1,000,000.00
 - (2) Any order for a combination of items in excess of \$1,000,000.00; 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.43) 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 beyond the expiration date of the contract period.

(I.46) 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 30 days of the contract expiration date; 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 10 years.

(I.64) 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

Employee Class	Monetary Wage - Fringe Benefits
Accountant	\$36.28
Admin Assistant/Coord	\$25.38
Admin Coord	\$25.38
Associate IT Analyst	\$32.84
Associate Labor Relations Rep	\$29.66
Associate Project Control Specialist	\$39.95
Associate Safety & Health Specialist	\$32.84
Contract Assistant	\$29.66
Document Control Specialist	\$32.84
Engineering & Tech Support Specialist	\$39.95
Exec Assistant/Coord	\$25.38
FLM, Maintenance/Machinist	\$23.07
FLM, Radiation Control	\$31.40
Media Specialist	\$25.89
Meeting/Events Planner	\$25.38
Recruitment/Employment Lead	\$43.90
Sr Ops/Tech Training Specialist	\$52.62
Sr Records/Info Specialist	\$43.90
Sr Staff Contract Admin	\$62.58
Sr. Exec Assistant/Coord	\$32.84
Sr. Payroll Analyst	\$39.95
Sr. Procedures Writer	\$39.95
Sr. Project Control V	\$62.58
Sr. Property Management V	\$39.95
Sr. Work Control Planner	\$39.95
Staff Contract Admin	\$62.58
Training Advisor	\$62.58
Transfer Procedure Writer	\$43.90
Work Control Planner	\$36.28
Work Window Coord	\$52.62

(I.132) FAR 52.252-6, AUTHORIZED DEVIATIONS IN CLAUSES (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 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(I.154) 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.

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- (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."