
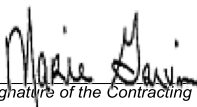


<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1   160	
2. CONTRACT (Proc. Inst. Ident.) NO. 89303723DEM000012/89303723FEM400282				3. EFFECTIVE DATE 04/01/2023		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 23EM001143	
5. ISSUED BY CODE		893037		6. ADMINISTERED BY (If other than Item 5) CODE		00901	
Savannah River Operations Office U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802				Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802  SCD-C			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)  CHEROKEE NATION DEFENSE SOLUTIONS LLC Attn: Jennylynn Gates 777 W CHEROKEE ST CATOOSA OK 740153235				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)  9. DISCOUNT FOR PROMPT PAYMENT  NET 30  10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
CODE		CVEMGYV2YJW1		FACILITY CODE			
11. SHIP TO/MARK FOR CODE		00902		12. PAYMENT WILL BE MADE BY CODE		00515	
Savannah River (Loading Dock) Attn: Charlene Stokes-Geter DOE Loading Dock, Bldg. 730B Aiken SC 29802				OR for Savannah River U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 3304 (a) ( )				14. ACCOUNTING AND APPROPRIATION DATA  See Schedule			
15A. ITEM NO		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
						15E. UNIT PRICE	
						15F. AMOUNT	
		Continued					
				15G. TOTAL AMOUNT OF CONTRACT		\$6,422,961.60	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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X	C	DESCRIPTION/SPECS./WORK STATEMENT	7	X	J	LIST OF ATTACHMENTS	99
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X	E	INSPECTION AND ACCEPTANCE	7		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) Karl Gaskins, Operations General Manager				20A. NAME OF CONTRACTING OFFICER Marie A. Garvin			
19B. NAME OF CONTRACTOR			19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED
BY  Karl Gaskins (Signature of the Contractor)			04/04/2023		BY  Marie A. Garvin (Signature of the Contracting Officer)		4/5/2023

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 89303723DEM000012/89303723FEM400282	PAGE	OF
		2	160

NAME OF OFFEROR OR CONTRACTOR  
CHEROKEE NATION DEFENSE SOLUTIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: CVEMGYV2YJW1 Accounting Info: 01250-2023-36-410225-25233-1111166-0001765-0000000 -0410240 Fund: 01250 Appr Year: 2023 Allottee: 36 Report Entity: 410225 Object Class: 25233 Program: 1111166 Project: 0001765 WFO: 0000000 Local Use: 0410240 Period of Performance: 04/01/2023 to 03/31/2028				
00001	Contract Line Item 001 EM Labor  Line item value is: \$6,292,961.60 Incrementally Funded Amount: \$3,146,500.00  Delivery: 04/01/2023				6,292,961.6
00002	Contract Line Item 2 NNSA Labor Amount: \$0.00 (Option Line Item)				0.0
00003	Contract Line Item 3 Other Direct Cost Line item value is: \$130,000.00 Incrementally Funded Amount: \$65,000.00				130,000.0

Section A - Solicitation/Contract Form.....	5
Section B - Supplies or Services/Prices.....	5
Labor Categories The contractor shall provide qualified staff in accordance with this PWS and will ensure all personnel assigned under this task order possess a DOE "L" or "Q" access security clearance as applicable for positions. See Performance Work Statement (SOW) Attachment 1, hereto. ....	7
Section C - Description/Specifications .....	7
KEY PERSONNEL.....	7
Section D - Packaging and Marking.....	7
Section E - Inspection and Acceptance .....	8
Section F - Deliveries or Performance .....	8
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Section J - List of Documents, Exhibits and Other Attachments .....	99

**Section A - Solicitation/Contract Form**

See Standard for SF 26 (Page 1-2)

**Section B - Supplies or Services/Prices**

**Services** – The Contract shall provide Technical Support Services for the Office of Safeguards, Security and Emergency Services at Department of Energy, Savannah River in accordance with Performance Work Statement (SOW), Attachment 1, hereto.

**Labor Categories** - The contractor shall provide qualified staff in accordance with this PWS and will ensure all personnel assigned under this task order possess a DOE "L" or "Q" access security clearance as applicable for positions.

**SECTION B- SUPPLIES OR SERVICES/PRICES** – Pricing for labor categories for the 5 Year Period of Performance, Base Period 24-months, with three one (1) year optional period of performance shall be priced in accordance with the Price List provided under Attachment 2 for the award of the IDIQ Contract. This Task orders shall be incrementally funded in accordance with the Government's Fiscal Year.

**Table 1 BASE PERIOD OF PERFORMANCE (24-MONTHS)**

CLIN No.	Statement of Work Description	Total Price
	Technical Support Services for the Office of Safeguards, Security and Emergency Services at Department of Energy – Savannah River Period of Performance: 04/01/2023 – 03/31/25	
	<b>BASE YEAR</b>	
0001	Contract Line Item 0001 EM Labor	\$6,292,961.60
0002	Contract Line Item 0002 NNSA Labor	\$0.00
0003	Contract Line Item 0003 Other Direct Costs (ODC)	\$130,000.00
	<b>TOTAL PRICE (04/01/2023 TO 03/31/2025)</b>	<b>\$6,422,961.60</b>



**Table 2                      OPTION YEAR 1 (IF EXERCISED)**

<b>CLIN No.</b>	<b>Statement of Work Description</b>	<b>Total Price</b>
	Technical Support Services for the Office of Safeguards, Security and Emergency Services at Department of Energy – Savannah River Period of Performance: 04/01/2025 – 03/31/26	
	<b>Option Year 1</b>	
0004	Contract Line Item 0004 EM Labor	\$3,289,041.20
0005	Contract Line Item 0005 NNSA Labor	\$0.00
0006	Other Direct Costs (ODC)	\$65,000.00
	<b>TOTAL PRICE (04/01/2025 TO 03/31/2026)</b>	<b>\$3,354,041.20</b>

**Table 3                      OPTION YEAR 2 (IF EXERCISED)**

<b>CLIN No.</b>	<b>Statement of Work Description</b>	<b>Total Price</b>
	Technical Support Services for the Office of Safeguards, Security and Emergency Services at Department of Energy – Savannah River Period of Performance: 04/01/2026 – 03/31/2027	
	<b>Option Year 2</b>	
0007	Contract Line Item 0007 EM Labor	\$3,388,042.00
0008	Contract Line Item 0008 NNSA Labor	\$0.00
0009	Other Direct Costs (ODC)	\$65,000.00
	<b>TOTAL PRICE (04/01/2026 TO 03/31/2027)</b>	<b>\$3,453,042.00</b>

**Table 4                      OPTION YEAR 3 (IF EXERCISED)**

<b>CLIN No.</b>	<b>Statement of Work Description</b>	<b>Total Price</b>
	Technical Support Services for the Office of Safeguards, Security and Emergency Services at Department of Energy – Savannah River Period of Performance: 04/01/2027 – 03/31/2028	
	<b>Option Year 3</b>	
0010	Contract Line Item 0010 EM Labor	\$3,489,956.80
0011	Contract Line Item 0011 NNSA Labor	\$0.00
0012	Other Direct Costs (ODC)	\$65,000.00
	<b>TOTAL PRICE (04/01/2027 TO 03/31/2028)</b>	<b>\$3,554,956.80</b>

**B.1 Ceiling Price and Obligation of Funds for Fixed Price– CLIN 0001 BASE, EM SUPPORT**

The total ceiling price for the firm fixed price under CLIN 0001, EM Labor, Technical Support Services for the Office of Safeguards, Security and Emergency Services at Department of Energy work on this contract is \$6,292,961.60. Total funds in the amount of \$3,146,500.00 are obligated herewith and made available for payment for work performed under CLIN 001 Base EM Labor. The contractor is not authorized to exceed the total amount obligated to this CLIN without additional funds obligated to the CLIN and the express approval of the Contracting Officer. Performance under this CLIN shall be subject to the availability of funds from which payment for accepted work can be made. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract by the Government

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(End of Clause)

## **B.2 Ceiling Price and Obligation of Funds for Fixed Price– CLIN 0003 BASE Other Direct Costs**

The total ceiling price for the firm fixed price under CLIN 0003, Other Direct Costs (ODC) is \$130,000.00 for CLIN 0003 BASE, Other Direct Costs. Total funds in the amount of \$65,000.00 are obligated herewith and made available for payment for work performed under CLIN 001 Base Administrative Support Services for Public Outreach. The contractor is not authorized to exceed the total amount obligated to this CLIN without additional funds obligated to the CLIN and the express approval of the Contracting Officer. Performance under this CLIN shall be subject to the availability of funds from which payment for accepted work can be made. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract by the Government.

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(End of Clause) (End of Clause)

### **Section C - Description/Specifications**

Section C of the ID/IQ Base Contract is hereby incorporated by reference unless revised below for purposes of this Task Order.

### **Section D - Packaging and Marking**

Section D of the ID/IQ Base Contract is hereby incorporated by reference unless revised below for purposes of this Task Order.

### **Section E - Inspection and Acceptance**

Section E of the ID/IQ Base Contract is hereby incorporated by reference unless revised below for purposes of this Task Order.

### **Section F - Deliveries or Performance**

Section F of the ID/IQ Base Contract is hereby incorporated by reference unless revised below for purposes of this Task Order.

### **Section F - Deliveries or Performance**

**SEE PERFORMANCE WORK STATEMENT, ATTACHMENT 1, HERETO.**

#### **Period and Place of Performance**

##### **1. Period of Performance**

The base period shall be for twenty-four months, with three 12 months optional periods. If all options are exercised the completion date shall be March 31, 2028.

- a. Base Period: April 1, 2023, through March 31, 2025.
- b. Option 1 Period: April 1, 2025, through March 31, 2026.
- c. Option 2 Period: April 1, 2026, through March 31, 2027.

d. Option 3 Period: April 1, 2027, through March 31, 2028.

## 2. Place of Performance

The contract work will principally be performed at the Savannah River Site, Aiken, South Carolina, it environs and the Central Savannah River Area in accordance with terms and conditions cited in Section 8.0 Place of Performance in the PSW.

## 3. Deliverables

The contractor shall provide services, and all required deliverables in accordance with the schedule requirements specified in the Performance Statement of Work (PSW), Section J, Attachment 1, Section 4.0 Statement of Work with Deliverables by Functional Skill Set, Section J, Attachment 1, hereto.

### **Section G - Contract Administration Data**

- G.1 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014) (Revised)
- G.2 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)
- G.3 DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014)
- G.4 DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)
- G.5 DOE-G-2005 BILLING INSTRUCTIONS (MAR 2019) (Revised) (For Firm-Fixed-Price Task Orders)
- G.6 INVOICE/PAYMENT PROCEDURES
- G.7 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- G.8 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (JUL 2018)
- G.9 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)

#### **G.1 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)(Revised)**

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled, *Contracting Officer's Representative*, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

- (a) Assign additional work within the general scope of the contract.
- (b) Issue a change in accordance with the clause entitled, *Changes*.
- (c) Change the cost or price of the contract.
- (d) Change any of the terms, conditions, specifications, or services required by the contract.
- (e) Accept non-conforming work.
- (f) Waive any requirement of the contract.
- (g) Issue Task Orders.

#### **G.2 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)**

Pursuant to the clause at DEAR 952.242-70, *Technical Direction*, the Contracting Officer shall designate in writing a COR for this contract and provide a copy of such designation to the Contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

**G.3 DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014)**

- (a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the COR under this contract.
- (b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

**G.4 DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)**

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter, and shall be subject to the following procedures:

- (a) Technical correspondence. Technical correspondence shall be addressed to the COR for this contract, and a copy of any such correspondence shall be sent to the U.S. Department of Energy (DOE) Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence that proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.
- (b) Other Correspondence.
  - (1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the Contracting Officer.
  - (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24), all correspondence, other than technical correspondence and correspondence regarding patent of rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the Contracting Officer. Copies of all such correspondence shall be provided to the COR.
  - (3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the Contracting Officer and the COR.
- (c) Information regarding correspondence addresses and contact information will be provide through official correspondence:
  - (1) Contract Specialist:
    - (A) U.S. Department of Energy  
Savannah River Operations Office  
Attn: Diana Clark
    - (B) Telephone number: (803) 952-7474
    - (C) Address:  
  
U. S. Department of Energy  
Savannah River Operations Office

Office of Acquisition Management  
P. O. Box A  
Aiken, SC 29802

(D) Email address: diana.clark@srs.gov

(2) Administrative Contracting Officer

(A) U.S. Department of Energy  
Savannah River Operations Office  
Attn: Marie Garvin

(B) Telephone number: 803-508-9213

(C) Address:

U. S. Department of Energy  
Savannah River Operations Office  
Office of Acquisition Management  
P. O. Box A  
Aiken, SC 29802

(D) Email address: marie.garvin@srs.gov

(3) Contracting Officer's Representative

(A) U.S. Department of Energy  
Savannah River Operations Office  
  
Attn: Scott Boeke

(B) Telephone number: (803) 952-7385

(C) Address:

U. S. Department of Energy  
Savannah River Operations Office  
Office of Acquisition Management  
P. O. Box A  
Aiken, SC 29802

**G.5 DOE-G-2005 BILLING INSTRUCTIONS (MAR 2019) (Revised) (For Firm-Fixed-Price Task Orders)**

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each Task Order issued under the Master Indefinite Delivery/Indefinite Quantity (IDIQ) contract. All invoices shall be supported by a billing schedule summarized by funding source.
- (b) Contractors shall submit vouchers electronically through the DOE Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.

## G.6 INVOICE/PAYMENT PROCEDURES

- (a) The Government will make interim payments to the Contractor by electronic funds transfer not later than thirty days (30) calendar days after receipt of an acceptable invoice from the Contractor.
- (b) The Contractor may submit cost invoices not more often than once every two weeks. Fee invoices will be submitted in accordance with Section G Clause entitled, *DOE-G-2005 Billing Instructions – Alternate I*.
- (c) Any defects in invoices which are discovered after interim payment shall be corrected on subsequent invoices. If the Government discovers such defects, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the defect, and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this Contract. Unless the Contractor reconciles the defect to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.
- (d) Any bases for withholding, set-off, or reduction with respect to invoices which are discovered after interim payment will be corrected on subsequent invoices. If the Government discovers such bases for withholding, set-off, or reduction, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the bases for withholding, set-off, or reduction, will specify the dollar amount of the withholding, set-off, or reduction and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this contract. Unless the Contractor reconciles the bases for withholding, set-off, or reduction to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.
- (e) Nothing in this clause shall affect the rights of either the Government or the Contractor under the Section I Prompt Payment clauses of this contract. The Government is not limited to thirty (30) calendar days to notify the Contractor of a defective invoice, and may notify and/or initiate withholding, set-off, or reduction until final payment to the Contractor.

## G.7 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(End of clause)

## **G.8 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (JUL 2018)**

- (a) The Contracting Officer will document the Contractor's performance under this Contract (including any Task Orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information," available to authorized Government personnel seeking past performance information when evaluating proposals for award.
- (b) Contractor performance will be evaluated at least annually at the Contract or Task-Order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business



subcontracting. Past performance information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within fourteen (14) calendar days of the request.

- (c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.
- (d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the Contract in accordance with other applicable clauses in this contract.

#### **G.9 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)**

The Government shall not exercise any supervision or control over Contractor employees performing services under this Contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

### **Section H - Special Contract Requirements**

- H. 1 52.216-18 ORDERING (AUG 2020)
- H. 2 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)
- H. 3 FAR 52.216-20 DEFINITE QUANTITY (OCT 1995) (OCT 1995)
- H.4 FAR 952.242-70 TECHNICAL DIRECTION. (DEC 2000)
- H.5 FEDERAL HOLIDAYS AND OTHER CLOSURES (JUL 2021) - ALTERNATE I
- H.6 DOE-H-7024 WORKERS' COMPENSATION INSURANCE (SEP 2017)
- H.7 DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)
- H.8 WAGE DETERMINATION RATES
- H.9 TELEWORKING

#### **H. 1 FAR 52.216-18 ORDERING (AUG 2020)**

(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 April 1, 2023 through March 31, 2028 [insert dates].

(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) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

**H. 2 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 \_\_\_\_\_ *[insert dollar figure or quantity]*, 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 \_\_\_\_\_ *[insert dollar figure or quantity]*;

(2) Any order for a combination of items in excess of \$20 million (Not-to-Exceed Ceiling) *[insert dollar figure or quantity]*; or

(3) A series of orders from the same ordering office within \_\_\_\_\_ days that together call for quantities exceeding the limitation in paragraph (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 \_\_\_\_\_ 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)

**H. 3 FAR 52.216-20 DEFINITE QUANTITY (OCT 1995) (OCT 1995)**

(a) This is a definite-quantity, indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.

(b) The Government shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.

(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 time 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 March 14, 2026 *[insert date]*.

(End of clause)

**H.4 FAR 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, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

(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 Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(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 Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

(3) In any manner causes an increase or decrease in the total estimated 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 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 Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must-

(1) Advise the Contractor in writing within thirty (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 Government 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 Contracting Officer 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 to the technical direction will be subject to the provisions of the clause entitled "Disputes."

(End of Clause)

## **H.5 FEDERAL HOLIDAYS AND OTHER CLOSURES (JUL 2021) - ALTERNATE I**

The Contracting Officer shall insert the following clause in solicitations and contracts for services when the regular duty station of the Contractor's employees is at a Federally-owned or -controlled site or facility, the site or facility is closed in observance of Federal holidays, there is no specified requirement for the Contractor to perform services during these days, and the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the contract due to unscheduled closures because of Other Federal Holidays or other reasons such as inclement weather or facility conditions. Alternate I should be used if the contractor has a telework policy, approved by the contracting officer that allows for the employees to provide services for such work hours via telework and requires the contractor to pay its employees for such work hours.

(a) Designated Federal holidays. Federal employees observe the following Federal holidays:

- (1) New Year's Day;
- (2) Birthday of Martin Luther King, Jr.;
- (3) Washington's Birthday;
- (4) Memorial Day;
- (5) Juneteenth;
- (6) Independence Day;
- (7) Labor Day;
- (8) Columbus Day;
- (9) Veterans Day;
- (10) Thanksgiving Day; and
- (11) Christmas Day.

Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

(b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.

(c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.

(d) The Contractor shall provide the services required by the contract at Federally-owned or -controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor's employees, whose regular duty station in performance of this contract is a Federally-owned or -controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.

(e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.

(f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above.

(g) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in

performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above unless the Contractor has a telework policy, approved by the Contracting Officer, that allows for the employees to provide services for such work hours via telework and requires the Contractor to pay its employees for such work hours.

(End of Clause)

#### **H.6 DOE-H-7024 WORKERS' COMPENSATION INSURANCE (SEP 2017)**

- (a) Contractors, other than those whose workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new compensation policies and all initial proposals for self-insurance (contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).
- (b) Workers compensation loss income benefit payments, when supplemented by other programs (e.g., salary continuation and/or short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.
- (c) Contractors approve all workers compensation settlement claims up to \$25,000. Settlement claims above the \$25,000 require Contracting Officer approval.
- (d) The Contractor shall obtain approval from the Contracting Officer before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the Contracting Officer.

#### **H.7 DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)**

- (a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program, and any applicable DOE Directives incorporated into the contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.
- (b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.
- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.
- (d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).
- (e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or

any part of the work. Thereafter, the Contracting Officer may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.

- (f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.
- (g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

## **H.8 WAGE DETERMINATION RATES**

In the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination in Part III, Section J, Attachment 8, U.S. Department of Labor Wage Determination. Revised wage determinations shall be required from the Department of Labor and incorporated into this contract at least once every two (2) years but not more often than yearly, unless otherwise authorized by the Contracting Officer.

## **H.9 Teleworking**

Telework is the movement of contract performance from a DOE facility to a Teleworker's residence or alternate work site. The Contractor's organizational decision to participate in telework is optional and telework shall not increase the contract price. After contract award, telework arrangements shall be mutually agreed to in advance by the Contractor, the Contracting Officer, and the Project Officer. The Contractor shall submit written telework requests to the Contracting Officer in accordance with instructions provided by the Contracting Officer. The Contractor shall ensure the continuity of performance by Teleworkers and the monitoring of Teleworkers' time. Only the Contracting Officer has authority to approve telework arrangements on behalf of the Department of Energy – Savannah River. Teleworkers shall use Government-Furnished Equipment (GFE) that has been properly configured for security by DOE's Office of Safeguards, Security, and Emergency Services. The Government's inability to provide GFE for telework shall preclude the use of telework but shall not constitute an excusable delay. The Government shall provide maintenance and technical support for GFE used by Teleworkers. A teleworker's use of GFE and government information shall be for contractual performance only, and shall be protected from unauthorized access, disclosure, sharing, transmission, or loss. All GFE used for telework shall be removed from and returned to DOE facilities. Teleworkers shall return all GFE to the Department of Energy – Savannah River Property Custodian when he/she separates from the Contract or ceases to telework. Teleworkers shall exercise due care in transporting and storing non-public information, to ensure it is safeguarded. Controlled unclassified information – formerly called sensitive but unclassified (SBU) information including personally identifiable information (PII) and Privacy Act information shall be transported and stored only in encrypted form. Nonpublic government information shall not be stored on personally-owned equipment, devices, or storage media. Teleworkers shall comply with additional information security requirements established by DOE's DEAR 952.204-2 Security (Mar 2011). Teleworkers shall apply approved safeguards to protect government equipment, records, and non-public information from unauthorized access, disclosure, sharing, transmission, or damage, and shall comply with Privacy Act requirements (Privacy Act of 1974, P.L. 93-579, 5 USC 552a). Violation may result in adverse action, fines, and/or criminal prosecution. For purposes of accelerated implementation of telework, the Contracting Officer may immediately elect to commence teleworking upon concurrence from the Project Officer and Contractor, with submission of the Contractor's supporting telework request and formal contract modification to follow within calendar days. If the Contracting Officer and Project Officer determine that telework has adversely impacted contract performance, the Contracting Officer may immediately suspend telework arrangements upon written notification to the Contractor.

(End of Clause)

**Section I - Contract Clauses****FAR AND DEAR CLAUSE (FULL TEXT)**

- I.1 52.202-1 DEFINITIONS. (JUN 2020)
- I.2 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)
- I.3 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (JUN 2020)
- I.4 52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020)
- I.5 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (JUN 2020)
- I.6 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (OCT 2016)
- I.7 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)
- I.8 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)
- I.9 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)
- I.10 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)
- I.11 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE I.14 ORDERS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (DEC 2022)
- I.12 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)
- I.13 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)
- I.14 52.219-14 LIMITATIONS ON SUBCONTRACTING. (OCT 2022)
- I.15 52.219-17 SECTION 8(A) AWARD. (OCT 2019)
- I.16 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION. (MAY 2018)
- I.17 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020)
- I.18 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUN 2020)
- I.19 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (JUN 2020)
- I.20 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)
- I.21 52.222-41 SERVICE CONTRACT LABOR STANDARDS. (AUG 2018)
- I.22 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (AUG 2018)
- I.23 52.222-50 COMBATING TRAFFICKING IN PERSONS. (NOV 2021)
- I.24 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (MAY 2022)
- I.25 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)
- I.26 52.223-16 ACQUISITION OF EPEAT(R)-REGISTERED PERSONAL COMPUTER PRODUCTS. (OCT 2015)
- I.27 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (JUN 2020)
- I.28 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (FEB 2021)
- I.29 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE. (DEC 2007)
- I.30 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)
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- I.33 52.232-1 PAYMENTS. (APR 1984)
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- I.41 52.242-13 BANKRUPTCY (JUL 1995)
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- I.50 952.202-1 DEFINITIONS.
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- I.61 952.233-2 SERVICE OF PROTEST

#### **1.1 52.202-1 DEFINITIONS. (JUN 2020)**

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;
- (d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or
- (e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

(End of clause)

#### **1.2 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)**

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

*Bona fide employee*, as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

*Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.



*Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

### **I.3 152.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (JUN 2020)**

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

### **I.4 52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020)**

(a) *Definitions.*

*Kickback*, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

*Person*, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

*Prime contract*, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

*Prime Contractor*, as used in this clause, means a person who has entered into a prime contract with the United States.

*Prime Contractor employee*, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

*Subcontract*, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

*Subcontractor*, as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

*Subcontractor employee*, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from-

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c)(5) but excepting paragraph (c)(1) of this clause, in all subcontracts under this contract that exceed the threshold specified in Federal Acquisition Regulation 3.502-2(i) on the date of subcontract award.

(End of clause)

#### **I.5 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (JUN 2020)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (FAR) 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.908.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.

(End of clause)

#### **I.6 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (OCT 2016)**

(a) Definition.

*First-tier subcontract* means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at *www.sam.gov*. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

#### **I.7 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)**

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

#### **I.8 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)**

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

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced

by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical

technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

## **I.9 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)**

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

*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Subsidiary* means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

#### **I.10 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (DEC 2022)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment-* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

- (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-

- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.



(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Removed and reserved.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or

entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

#### **I.11 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (DEC 2022)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: *(Contracting Officer check as appropriate.)*

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

[ ] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

[ ] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

[ ] (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

[X] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

[X] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

[ ] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

[ ] (10) (Reserved)

[ ] (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

[ ] (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[ ] (13) (Reserved)

[ ] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[ ] (ii) Alternate I (MAR 2020) of 52.219-6.

[X] (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[ ] (ii) Alternate I (MAR 2020) of 52.219-7.

[ ] (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

[ ] (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

[ ] (ii) Alternate I (NOV 2016) of 52.219-9.

[ ] (iii) Alternate II (NOV 2016) of 52.219-9.

[X] (iv) Alternate III (JUN 2020) of 52.219-9.

[ ] (v) Alternate IV (SEP 2021) of 52.219-9.

[ ] (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

[ ] (ii) Alternate I (MAR 2020) of 52.219-13.

[ ] (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

[ ] (20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

[ ] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

[ ] (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).

[ ] (ii) Alternate I (MAR 2020) of 52.219-28.

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (OCT 2022) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

☐ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

☒ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

☒ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

☒ (ii) Alternate I (FEB 1999) of 52.222-26.

☒ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

☒ (ii) Alternate I (JUL 2014) of 52.222-35.

☒ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

☒ (ii) Alternate I (JUL 2014) of 52.222-36.

☐ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☐ (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☒ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

[ ] (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

[ ] (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

[X] (ii) Alternate I (JUN 2014) of 52.223-16.

[ ] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

[ ] (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[ ] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[ ] (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[ ] (ii) Alternate I (JAN 2017) of 52.224-3.

[ ] (48)(i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

[ ] (ii) Alternate I (OCT 2022) of 52.225-1.

[ ] (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[ ] (ii) Alternate I [Reserved]

[ ] (iii) Alternate II (DEC 2022) of 52.225-3.

[ ] (iv) Alternate III (JAN 2021) of 52.225-3.

[ ] (v) Alternate IV (OCT 2022) of 52.225-3.

[ ] (50) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[ ] (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

[ ] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[X] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[ ] (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

[ ] (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[ ] (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

☐ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

☐ (59) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☒ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☒ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

☒ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

☒ (ii) Alternate I (APR 2003) of 52.247-64.

☐ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: *(Contracting Officer check as appropriate.)*

☐ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

☐ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If

this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii) [ ] (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### **I.12 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the contract.

(End of clause)

#### **I.13 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 least 30 daysdays (*60 days unless a different number of days is inserted*) 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 Two Years and Nine Months(months)(years).

(End of clause)

#### **I.14 52.219-14 LIMITATIONS ON SUBCONTRACTING. (OCT 2022)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and



(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are-

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are-

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[Contracting Officer check as appropriate.]

[ ] By the end of the base term of the contract and then by the end of each subsequent option period; or

[ ] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

#### **I.15 52.219-17 SECTION 8(A) AWARD. (OCT 2019)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements, delegates to the [insert name of contracting activity] the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the [insert name of contracting agency] Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(End of clause)

**I.16 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION. (MAY 2018)**

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR 5.5(b)(2) per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

(d) *Payrolls and basic records.* (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

**I.17 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020)**

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the

terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### **I.18 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUN 2020)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### **I.19 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (JUN 2020)**

(a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at <http://www.dol.gov/vets/vets4212.htm>).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date-

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-

identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

**I.20 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)**

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be -

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

## **I.21 52.222-41 SERVICE CONTRACT LABOR STANDARDS. (AUG 2018)**

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

*Contractor* when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

*Service employee* means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in part 541 of title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in subpart C of 29 CFR part 4.

(c) *Compensation.* (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (*i.e.*, the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (*i.e.*, appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of Compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to Furnish Fringe Benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with subpart D of 29 CFR part 4.

(e) *Minimum Wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor Contracts.* If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract

setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to Employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and Sanitary Working Conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(i) *Records.* (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute -

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.



(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay Periods.* The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective Bargaining Agreements Applicable to Service Employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names, of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and Interpretations.* Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR part 4.

(p) *Contractor's Certification.* (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, Tolerances, and Exemptions Involving Employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship and Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes Concerning Labor Standards.* The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

**I.22 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (AUG 2018)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

**I.23 52.222-50 COMBATING TRAFFICKING IN PERSONS. (NOV 2021)**

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

*Agent* means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

*Coercion* means-

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

*Commercial sex act* means any sex act on account of which anything of value is given to or received by any person.

*Commercially available off-the-shelf (COTS) item*-(1) Means any item of supply (including construction material) that is-

- (i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (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.

*Debt bondage* means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

*Employee* means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

*Forced Labor* means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

*Involuntary servitude* includes a condition of servitude induced by means of-

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

*Recruitment fees* means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

- (1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

*Severe forms of trafficking in persons* means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

*Sex trafficking* means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

*Subcontract* means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

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

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written

agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.* (1) The Contractor shall, at a minimum-

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from-

(A) Conducting an internal investigation; or



(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the contract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.* (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

#### **I.24 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (MAY 2022)**

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

*Commercially available off-the-shelf (COTS) item-*

(1) Means any item of supply that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;

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

(iii) Offered to the Government, 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. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

*Employee assigned to the contract* means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee-

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

*Subcontract* means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

*United States*, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.* (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of-

(i) *All new employees.* (A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <https://www.e-Verify.gov>

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-

(1) *Is for-* (i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

(End of clause)

## **I.25 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)**

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

*Controlled substance* means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

*Conviction* means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

*Criminal drug statute* means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

*Drug-free workplace* means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

*Employee* means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

*Individual* means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall - within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration -

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about -

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will -

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

## **I.26 52.223-16 ACQUISITION OF EPEAT(R)-REGISTERED PERSONAL COMPUTER PRODUCTS. (OCT 2015)**

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

*Computer* means a device that performs logical operations and processes data. Computers are composed of, at a minimum:

- (1) A central processing unit (CPU) to perform operations;
- (2) User input devices such as a keyboard, mouse, digitizer, or game controller; and
- (3) A computer display screen to output information. Computers include both stationary and portable units, including desktop computers, integrated desktop computers, notebook computers, thin clients, and workstations. Although computers must be capable of using input devices and computer displays, as noted in (2) and (3) above, computer systems do not need to include these devices on shipment to meet this definition. This definition does not include server computers, gaming consoles, mobile telephones, portable hand-held calculators, portable digital assistants (PDAs), MP3 players, or any other mobile computing device with displays less than 4 inches, measured diagonally.

*Computer display* means a display screen and its associated electronics encased in a single housing or within the computer housing (e.g., notebook or integrated desktop computer) that is capable of displaying output information from a computer via one or more inputs such as a VGA, DVI, USB, DisplayPort, and/or IEEE 1394-2008, Standard for High Performance Serial Bus. Examples of computer display technologies are the cathode-ray tube (CRT) and liquid crystal display (LCD).

*Desktop computer* means a computer where the main unit is intended to be located in a permanent location, often on a desk or on the floor. Desktops are not designed for portability and utilize an external computer display, keyboard, and mouse. Desktops are designed for a broad range of home and office applications.

*Integrated desktop computer* means a desktop system in which the computer and computer display function as a single unit that receives its AC power through a single cable. Integrated desktop computers come in one of two possible forms:

- (1) A system where the computer display and computer are physically combined into a single unit; or
- (2) A system packaged as a single system where the computer display is separate but is connected to the main chassis by a DC power cord and both the computer and computer display are powered from a single power supply. As a subset of desktop computers, integrated desktop computers are typically designed to provide similar functionality as desktop systems.

*Notebook computer* means a computer designed specifically for portability and to be operated for extended periods of time either with or without a direct connection to an AC power source. Notebooks must utilize an integrated computer display and be capable of operation off of an integrated battery or other portable power source. In addition, most notebooks use an external power supply and have an integrated keyboard and pointing device. Notebook computers are typically designed to provide similar functionality to desktops, including operation of software similar in functionality to that used in desktops. Docking stations are considered accessories for notebook computers, not notebook computers. Tablet PCs, which may use touch-sensitive screens along with, or instead of, other input devices, are considered notebook computers.

*Personal computer product* means a computer, computer display, desktop computer, integrated desktop computer, or notebook computer.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only personal computer products that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see [www.epa.gov/epeat](http://www.epa.gov/epeat).

(End of clause)

**I.27 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (JUN 2020)**

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

*Driving* - (1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

*Text messaging* means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to -

(1) Adopt and enforce policies that ban text messaging while driving -

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as -

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

**I.28 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (FEB 2021)**

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn->

*human-readable-lists*. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

## **I.29 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE. (DEC 2007)**

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be--

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice - Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. \_\_\_\_\_.

(End of clause)

## **I.30 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such



period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

### **I.31 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)**

(a)(1) Except as provided in subparagraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed -

(1) For that portion (i) of the reasonable cost of insurance allocable to this contract and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for -

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities) -

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of -

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; *provided*, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall -

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

(End of clause)

#### **I.32 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)**

(a) As used in this clause-

*After-imposed Federal tax* means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

*After-relieved Federal tax* means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

*All applicable Federal, State, and local taxes and duties* means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

*Contract date* means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

*Local taxes* includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b)(1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be-

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

### **I.33 52.232-1 PAYMENTS. (APR 1984)**

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

### **I.34 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

### **I.35 52.232-25 PROMPT PAYMENT. (JAN 2017)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

- (x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs

within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

#### **I.36 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)**

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

#### **I.37 52.233-1 DISPUTES. (MAY 2014)**

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other

routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(d)(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

## **I.38 52.233-3 PROTEST AFTER AWARD. (AUG 1996)**

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either -

(1) Cancel the stop-work order; or



(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

#### **I.39 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

#### **I.40 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

#### **I.41 52.242-13 BANKRUPTCY. (JUL 1995)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

#### **I.42 52.242-15 STOP-WORK ORDER. (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### **I.43 FAR 52.244-2 SUBCONTRACTS (JUN 2020)**

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

*Subcontract* means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

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(e)(e)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

**I.44 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (DEC 2022)**

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

*Commercial product, commercial service, and commercially available off-the-shelf item* have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

*Subcontract* includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

(iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(v) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(vi) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vii) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(viii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(ix) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(x) 52.222-35, Equal Opportunity for Veterans (JUN 2020)(38 U.S.C. 4212(a)).

(xi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiv)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xv) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022), if flowdown is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xvi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706), if flowdown is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xvii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).

(B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (NOV 2021), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

#### **I.45 52.245-1 GOVERNMENT PROPERTY. (SEP 2021)**

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

*Cannibalize* means to remove parts from Government property for use or for installation on other Government property.

*Contractor-acquired property* means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

*Contractor inventory* means-

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, *e.g.*, as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

*Contractor's managerial personnel* means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

*Demilitarization* means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

*Discrepancies incident to shipment* means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

*Equipment* means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

*Government-furnished property* means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

*Government property* means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

*Loss of Government property* means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to--

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

*Material* means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

*Nonseverable* means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

*Precious metals* means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

*Production scrap* means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, *e.g.*, textile and metal clippings, borings, and faulty castings and forgings.

*Property* means all tangible property, both real and personal.

*Property Administrator* means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

*Property records* means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

*Provide* means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

*Real property.* See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

*Sensitive property* means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

*Unit acquisition cost* means-

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.* (1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property.* (1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.



(2) Modifications or alterations of Government property are prohibited, unless they are-

- (i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;
- (ii) Required for normal maintenance; or
- (iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.* (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.* (1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property

identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts.* (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems.* (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.* (A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when--

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.* (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) *Systems analysis.* (1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) *Contractor Liability for Government Property.* (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies--

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) *Predisposal requirements.* (i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the

corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules.* (i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report--

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements.* (i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections.* The Plant Clearance Officer may--

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage.* (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions.*

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of property.* (1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other

Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication*. All communications under this clause shall be in writing.

(m) *Contracts outside the United States*. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

**I.46 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)**

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term *Contractor's managerial personnel*, as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of -

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

**I.47 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM). (APR 1984)**

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(End of clause)

**I.48 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)**

(a)(1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or



(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as *manufacturing materials* in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### **I.49 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://www.acquisition.gov/>

(End of provision)

#### **I.50 952.202-1 DEFINITIONS.**

As prescribed in 902.201, insert the clause at 48 CFR 52.202-1, Definitions, in all contracts. The following shall be added to the clause as paragraph (c):

(c) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

#### **I.51 952.203-70 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.52 952.204-2 SECURITY REQUIREMENTS. (AUG 2016)**

(a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

(c) *Definition of classified information.* The term Classified Information means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which is identified as National Security Information.

(d) *Definition of restricted data.* The term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 (Section 142, as amended, of the Atomic Energy Act of 1954).

(e) *Definition of formerly restricted data.* The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information-(1) Relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) *Definition of national security information.* The term "National Security Information" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) *Definition of special nuclear material.* The term "special nuclear material" means-(1) Plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 (section 51 as amended, of the Atomic Energy Act of 1954) has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) *Access authorizations of personnel.* (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must-Verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those-(A) Governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed testing designated positions in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant local DOE Security Office:

(A) The date(s) each Review was conducted;

(B) Each entity that provided information concerning the individual;

(C) A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;

(D) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and

(E) The results of the test for illegal drugs.

(i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

(j) *Foreign ownership, control, or influence.* (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this contract. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR part 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(End of clause)

**I.53 952.204-70 CLASSIFICATION/DECLASSIFICATION. (SEP 1997)**

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The Contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Classifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

(End of clause)

**I.54 952.204-73 FACILITY CLEARANCE. (AUG 2016)**

*Notices*

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) *Use of Certificate Pertaining to Foreign Interests, Standard Form 328.* (1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor's organization and access authorizations (security clearances) for Contractor

personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the Contractor must submit the Standard Form 328, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

(b) *Definitions.* (1) *Foreign Interest* means any of the following-

- (i) A foreign government, foreign government agency, or representative of a foreign government;
- (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
- (iii) Any person who is not a citizen or national of the United States.

(2) *Foreign Ownership, Control, or Influence (FOCI)* means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) *Facility Clearance* means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon-

- (1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;
- (2) A contract or proposed contract containing the appropriate security clauses;
- (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
- (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
- (5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
- (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and

(7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.

(d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.

(e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

(f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime Contractor or the Contracting Officer for the prime contract.

#### Notice to Offerors-Contents Review (Please Review Before Submitting)

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

- (1) The Standard Form 328 has been signed and dated by an authorized official of the company;
- (2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and
- (5) A summary FOCI data sheet.

Note: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

(End of provision)

## **I.55 952.204-77 COMPUTER SECURITY. (AUG 2006)**

### **(a) Definitions.**

(1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.

(2) Individual means a DOE Contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.

(b) Access to DOE computers. A Contractor shall not allow an individual to have access to information on a DOE computer unless-

(1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and

(2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.

(c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.

(d) Written records. The Contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The Contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.

(e) Subcontracts. The Contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

(End of Clause)

#### **I.56 952.208-70 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 8 1/2 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.57 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (AUG 2009)**

(a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.



(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of (Contracting Officer see 48 CFR 909.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

(i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not-

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award.

(1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.

(End of clause)

#### **I.58 952.215-70 KEY PERSONNEL. (DEC 2000)**

(a) The personnel listed below or elsewhere in this contract [] are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:

(1) Notify the Contracting Officer reasonably in advance;

(2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and

(3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

(b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

Program Manager; Information Technology Project Manager

(End of clause)

#### **I.59 952.219-70 DOE MENTOR-PROTEGE PROGRAM. (MAY 2000)**

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

#### **I.60 952.223-76 CONDITIONAL PAYMENT OF FEE OR PROFIT - SAFEGUARDING RESTRICTED DATA AND**

**OTHER CLASSIFIED INFORMATION AND PROTECTION OF WORKER SAFETY AND HEALTH. (DEC 2010)****(a) General.**

(1) The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the Contractor's compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information (i.e., Formerly Restricted Data and National Security Information) and relating to the protection of worker safety and health, including compliance with applicable law, regulation, and DOE directives. The term "contractor" as used in this clause to address failure to comply shall mean "contractor or contractor employee."

(2) In addition to other remedies available to the Federal Government, if the Contractor fails to comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information or relating to the protection of worker safety and health, the Contracting Officer may unilaterally reduce the amount of fee or profit that is otherwise payable to the Contractor in accordance with the terms and conditions of this clause.

(3) Any reduction in the amount of fee or profit earned by the Contractor will be determined by the severity of the Contractor's failure to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information or relating to worker safety and health pursuant to the degrees specified in paragraphs (c) and (d) of this clause.

**(b) Reduction Amount.**

(1) If in any period (see paragraph(b)(2) of this clause) it is found that the Contractor has failed to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information or relating to the protection of worker safety and health, the Contractor's fee or profit of the period may be reduced. Such reduction shall not be less than 26% nor greater than 100% of the total fee or profit earned for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure. The Contracting Officer must consider mitigating factors that may warrant a reduction below the specified range (see 48 CFR 904.402(c) and 48 CFR 923.7002(a)(2)). The mitigating factors include, but are not limited to, the following (v), (vi), (vii), and (viii) apply to worker safety and health (WS&H) only:

(i) Degree of control the Contractor had over the event or incident.

(ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.

(iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.

(iv) General status (trend and absolute performance) of: safeguarding Restricted Data and other classified information and compliance in related security areas; or of protecting WS&H and compliance in related areas.

(v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial WS&H standards are routinely practiced (e.g., Voluntary Protection Program Star Status).

(vi) Event caused by "Good Samaritan" act by the Contractor (e.g., offsite emergency response).

(vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain WS&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, WS&H programs).

(viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in WS&H by use of lessons-learned and best practices inter- and intra-DOE sites.

(2)(i) Except in the case of performance-based, firm-fixed-price contracts (see paragraph (b)(3) of this clause), the Contracting Officer, for purposes of this clause, will at the time of contract award, or as soon as practicable

thereafter, allocate the total amount of fee or profit that is available under this contract to equal periods of [] months to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above for each period.

(ii) Under this clause, the total amount of fee or profit that is subject to reduction in a period in which a performance failure occurs, in combination with any reduction made under any other clause in the contract that provides for a reduction to the fee or profit, shall not exceed the amount of fee or profit that is earned by the Contractor in the period established pursuant to paragraph (b)(2)(i) of this clause.

(3) For performance-based firm-fixed-price contracts, the Contracting Officer will at the time of contract award include negative monetary incentives in the contract for Contractor violations relating to the safeguarding of Restricted Data and other classified information and relating to protection of worker safety and health.

(c) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the Contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failures relating to the Contractor's obligations under this contract for safeguarding of Restricted Data and other classified information are as follows:

(1) First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other classified information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (c)(1)(iii) of this clause).

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import will be considered third degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.

(ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.

(iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.

(iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.

(d) Protection of Worker Safety and Health. Performance failures occur if the contractor does not comply with the contract's WS&H terms and conditions, which may be included in the DOE approved contractor Integrated Safety Management System (ISMS). The degrees of performance failure under which reductions of fee or profit will be determined are:

(1) First Degree: Performance failures that are most adverse to WS&H or could threaten the successful completion of a program or project. For contracts including ISMS requirements, failure to develop and obtain required DOE approval of WS&H aspects of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the WS&H aspects of the Contractor's ISMS. The following performance failures or performance failures of similar import will be deemed first degree:

(i) Type A accident (defined in DOE Order 225.1A, Accident Investigations, or its successor).

(ii) Two Second Degree performance failures during an evaluation period.

(2) Second Degree: Performance failures that are significantly adverse to WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in an actual injury, exposure, or exceedance that occurred or nearly occurred but had minor practical long-term health consequences. The following performance failures or performance failures of similar import will be considered second degree:

(i) Type B accident (defined in DOE Order 225.1A, Accident Investigations, or its successor).

(ii) Non-compliance with approved WS&H aspects of an ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.

(iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.

(3) Third Degree: Performance failures that reflect a lack of focus on improving WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in potential breakdown of the Contractor's WS&H system. The following performance failures or performance failures of similar import will be considered third degree:

(i) Failure to implement effective corrective actions to address deficiencies/non-compliance documented through external (e.g., Federal) oversight and/or reported per DOE Manual 231.1-2, Occurrence Reporting and Processing of Operations Information, or its successor, requirements, or internal oversight of DOE Order 470.2B, Independent Oversight and Performance Assurance Program, or its successor, requirements.

(ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant WS&H system breakdown.

(iii) Non-compliances that either have, or may have, significant negative impacts to workers that indicate a significant WS&H system breakdown.

(iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

(End of Clause)

#### **I.61 952.233-2 SERVICE OF PROTEST.**

As prescribed in 933.106(a), add the following to the end of the Provision at 48 CFR 52.233-2:

(c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

(End of provision)

#### **Section J - List of Documents, Exhibits and Other Attachments**

<b>Attachment Number</b>	<b>Title</b>	<b>Date</b>
1	Performance Work Statement	02/15/2023
2	IDIQ Pricing Schedule	03/31/2023
3	Wage Determination No. 2015-4465, Revision No. 21	02/15/2023
4	List of DOE Directives	02/15/2023
5	Reporting Requirements	02/15/2023

**Performance Work Statement**

Office of Safeguards, Security, and Emergency Services Technical Support Services

For the

Office of Acquisition Management  
Savannah River Operations Office  
Department of Energy

Performance Work Statement

Technical Support Services for the Office of Safeguards, Security, and Emergency Services

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## **1.0 PURPOSE**

The purpose of this acquisition is to procure technical support services for the DOE Savannah River Operations Office (DOE-SR) Office of Safeguards, Security, and Emergency Services (OSSES).

## **2.0 BACKGROUND**

This Performance Work Statement addresses OSSES technical support requirements for the Savannah River Site (SRS) near Aiken, South Carolina. OSSES performs oversight and provides program direction to contractors executing the Safeguards and Security (S&S) and Emergency Management programs at SRS. Requirements are based on evolving National needs in the areas of Renewable Energy, Homeland Security, and Environmental Stewardship. The OSSES technical support services involve assisting OSSES to oversee site contractors and perform program management responsibilities in all Safeguards and Security disciplines with the exception of Cyber Security. The work scope includes assistance to DOE SR in the performance of annual comprehensive Safeguards and Security Surveys (audits) of all SRS facilities.

## **3.0 SCOPE**

The contractor will provide technical support at the level of thirteen Full Time Equivalents (FTEs) with a minimum of eleven positions from various OSSES functional areas. These positions include: Senior Safeguards and Security Consultant; Safeguards and Security Survey Program Coordinator; TSCM Technician; TSCM Team Manager; Logistics Maintenance Technician; Emergency Services Consultant; Protective Force Consultant; Senior Nuclear Material Control & Accountability Consultant; Senior Personnel Security /Badging Consultant; Human Reliability Program / Personnel Security Consultant; and Foreign Ownership, Control or Influence (FOCI) / Facility Clearance (FCL) Analyst. The eleven positions comprising 13 FTEs are the minimum level of services the Contractor shall provide. The Government reserves the right to issue a Task Order (TO) for additional FTEs based on OSSES requirements for security compliance within the ceiling Total Dollar Value limitation. If the Labor Category is identified in the established pricing for OSSES Technical Support Services a Task Order will be issued based on the required labor category and number of FTEs. If a required services are needed and the labor category is not identified in the established pricing list, the Government will request a proposal which will be evaluated/negotiated for fair and reasonable price, and a TO will be issued under the subject Indefinite Delivery, Indefinite Quantity (IDIQ) Contract within the Total Not-To-Exceed (NTE) Value limitation.

There must be one full time employee per position identified. One employee working extra hours to accommodate multiple functions is not acceptable on a permanent basis. Temporarily filling multiple roles due to a short absence may be acceptable with prior Contracting Officer Representative (COR) approval.

Minimum and maximum quantity limits for the services to be provided under the Performance Work Statement is stated in terms of the Not-To-Exceed dollar values for technical support services. The number of FTEs listed under 4.0 Skill Set Position specify the 11 positions comprising 13 FTEs to be required under the initial Task Order, that will be issued in accordance with the terms and conditions of subject IDIQ Contract.

The contractor must provide personnel and resources as appropriate to deliver efficient and cost-effective support services for the requirements described below. Performance of these services

requires the contractor to produce specific Work Products as identified below.

#### 4.0 STATEMENT OF WORK WITH DELIVERABLES BY FUNCTIONAL SKILL SET:

All positions described below require the consultant to routinely interface (daily is desired) with the DOE-SR Lead/Subject Matter Expert for each discipline. Further detail is described in the Quality Assurance Surveillance Plan.

Skill Set Position	Task	Expected Results/ Deliverables
<b>1. Senior Safeguards and Security Consultant (1.0 FTE)</b>	<b><i>S&amp;S Program Management Operations</i></b>	
	a. Reviews Vulnerability and Risk assessments to ensure thorough evaluations addressing appropriate threats are performed and the conclusions are technically valid.	Formal comments should be documented for all documents assigned within 14 calendar days or as otherwise assigned. Comments should reflect a comprehensive technical review and be technically accurate requiring little or no re-work (applies to all tasks).
	b. Reviews SRS facility Safeguards and Security plans to ensure plans adequately describe SRS security interests, threat evaluation, associated protection system measures, and residual risk. Documents include the K-Area Site Safeguards and Security Plan (SSSP), H-Area Facility Security Plan and other facility SSPs.	Formal comments should be documented for all documents assigned within 14 calendar days or as otherwise assigned.
	c. Reviews all Modified Security Plans (either temporary or pending page changes to SSPs) to ensure S&S interests are protected at required levels and implementation changes do not add additional risk.	Formal comments should be documented for all documents assigned within 14 calendar days or as otherwise assigned.
	d. Evaluates requests for deviations from DOE Order requirements submitted by the operating contractors. Ensures appropriate risk assessments support deviations and technical content is adequate.	Formal comments should be documented for all documents assigned within 14 calendar days or as otherwise assigned.

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	<p><b><i>Facility Clearance</i></b>  e. Assesses requests for new Facility Clearances and revised Facility Data and Approval Records.</p>	Formal comments should be documented for all documents assigned within 14 calendar days or as otherwise assigned.
<b>Skill Set Position</b>	<b>Task</b>	<b>Expected Results/ Deliverables</b>
<b>Senior Safeguards and Security Consultant (continued)</b>	f. Reviews contractor S&S job task analyses and S&S training plans to ensure job knowledge requirements are adequate.	Formal comments should be documented for all documents assigned within 14 calendar days or as otherwise assigned.
	<p><b><i>International Safeguards</i></b>  g. Provides technical review and support in the management and implementation of International Safeguards programs as related to current and proposed agreements, treaties, and requests for assistance from foreign countries.</p>	Formal comments should be documented for all documents assigned within 14 calendar days or as otherwise assigned.
	h. Participates in the implementation and support for the DOE-SR verification regime for Plutonium storage. Task may include interaction (meetings, correspondence, etc.) with personnel from SRNS, DOE, National Laboratories, and the IAEA. Typical activities include design reviews, installation planning, and reviews of procedures for system use, and coordination and observation activities.	Serves as Point of Contact at SRS for IAEA. Communicates via electronic mail with the IAEA within 2 days of receipt of incoming message. Coordinates with SRS contractors as required. Hosts and/or escort visitors as required during on-site reviews.
	i. Assist in reviewing and analyzing design documents, specifications, and other information relating to the application of IAEA safeguards in new or remodeled facilities.	Formal comments should be documented for all documents assigned within 14 calendar days or as otherwise assigned.

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	j. Monitors and reports on the installation, startup and operation of all safeguards equipment and systems installed in the facilities, coordination of activities, and making recommendations concerning the status of implementation.	Maintains cognizance of changes to IAEA equipment through regular communication with SRNS and the IAEA. Coordinates IAEA requests for facility resources with SRNS. Observes the installation of equipment.
Skill Set Position	Task	Expected Results/ Deliverables
	k. Assist with the process of reporting on activities associated with SR international safeguards programs including Additional Protocols to IAEA Safeguards Agreements.	Participates in Additional Protocol meetings and teleconferences as alternate to DOE lead. Briefs DOE lead and COR within 2 days of participating in teleconference or meeting. Completes data calls as assigned, integrating with SRNS as required, within required time frames.
	l. Assist in the processing, tracking and validating of the IAEA Foreign National assignees/visitors to ensure compliance with DOE Orders and SRS requirements	Replies via electronic mail with the IAEA within 2 days of receiving a communication. Ensures IAEA visitors have necessary access authorizations no later than 2 days prior to IAEA visits. Serves as Point of Contact for IAEA during visits through pager or e-mail. Coordinates with SRS contractors.
	<p><i>Physical Protection and Security Systems</i></p> <p>m. Provide technical support for preparation of the OSSES inputs in the design of security systems including intrusion detection and assessment components. This will include review of project documentation.</p>	Formal comments should be documented for all documents assigned within 14 calendar days or as otherwise assigned. Comments should reflect a comprehensive technical review and be technically accurate requiring little or no re-work. Assists DOE lead to walk down projects in various phases of construction to ensure S&S measures are implemented per Modified Security Plan. Walks down facilities in which security levels are being upgraded or downgraded. Provides immediate verbal results to DOE lead and documents written results of walkdowns to DOE within 2 days.

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Skill Set Position	Task	Expected Results/ Deliverables
<b>Senior Safeguards and Security Consultant</b> <i>(continued)</i>	n. Provide technical support for the operational oversight of existing safeguards and security systems including the Electronic Safeguards and Security System (E3S) and testing and maintenance of all security systems and components such as portal metal and SNM detectors, and various exterior and interior intrusion detection systems.	Observes S&S system tests during S&S surveys and documents results of assessment in STAR within 3 working days.
	o. Provide technical support for operational oversight of the implementation of new or modified security enhancements.	Observes initial Performance Assurance Program testing of new S&S elements and documents results of assessment in STAR within 3 working days.
	p. Reviews Daily Out of Service Reports. Analyzes trends and reports to the Federal OSSES Program Manager.	Evaluates daily WSI-SRS Out of Service reports on a daily basis. Assesses assigned compensatory measures in accordance with procedures. Notifies DOE lead of issues.
	q. Reviews monthly False Alarm Rates / Nuisance Alarm Rates. Analyses trends and reports to the Federal OSSES Program Manager.	Evaluates monthly False Alarm Rate and Nuisance Alarm Rate data provided by SRNS. Interacts with SRNS SMEs to review and analyze data. Provides evaluation within 7 working days of receipt to DOE lead.
	r. Assists Federal OSSES Program Manager to manage and oversee the SRS Performance Assurance Program	Formal comments should be documented for all documents assigned within 14 calendar days or as otherwise assigned. Comments should reflect a comprehensive technical review and be technically accurate requiring little or no re-work.
	<b><i>Safeguards and Security Surveys</i></b> s. Observes Performance Assurance Program testing of critical and essential elements by SRS contractors.	Observes Performance Assurance Program tests during S&S Surveys and documents results of assessment in STAR within 3 working days.

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<b>Skill Set Position</b>	<b>Task</b>	<b>Expected Results/ Deliverables</b>
<b>Senior Safeguards and Security Consultant</b> <i>(continued)</i>	t. Performs S&S Surveys using formal Lines of Inquiry in all SRS facilities in the subtopical elements of: (1) Personnel Development and Training; (2) Performance Assurance Program; (3) Facility Approval and Registration of Activities; (4) Physical Protection / Access Controls; (5) Physical Protection /Intrusion Detection and Assessment Systems; (6) Physical Protection /Barriers and Delay Systems; (7) Physical Protection /Testing and Maintenance; (8) Physical Protection / Communications; and (9) Materials Control and Accountability / Materials Control.	Develops Lines of Inquiry for each evaluation and documents in STAR prior to activity. Documents results of audits in STAR database within 3 days of activity.
<b>Skill Set Position</b>	<b>Task</b>	<b>Expected Results/ Deliverables</b>
<b>2. Safeguards and Security Survey Program Coordinator (1.0 FTE)</b>	a. Tracks and analyzes data and other records of survey activities during survey field work.	Evaluates submitted assessments and maintains list of assessments and issues for each survey.
	b. Serves as a contractor subject matter expert for the use of the Site Tracking, Analysis, and Reporting (STAR) database. Assists OSSES personnel to input inspection data.	Maintains working level knowledge of STAR database. Assists Survey Team members to resolve data input issues within 2 days of request for assistance.
	c. Tracks all STAR assessments and status of identified issues on a near real-time basis during survey field work.	Evaluates submitted assessments and maintains list of assessments and issues for each survey updated daily and provided to DOE lead. Attends all Survey Team meetings.
	d. Assist Survey Team members to develop Lines of Inquiry and prepare STAR templates for LOIs.	Assist personnel as required.

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	e. Drafts reports, “Summary of Issues” and “Summaries of Findings and Suggestions” in the standard format utilizing team member input. These reports summarize survey results for team review during and upon completion of surveys.	Provides written summary of issues to DOE lead by COB Tuesday prior to weekly Wed. team meeting at 1300 hours.
	f. Drafts S&S Final Survey Reports in accordance with the format and content requirements of DOE policy, utilizing STAR submissions, data collection sheets, and other input from S&S Survey team members.	Drafts Final Survey Report for each S&S Survey within 30 days of the formal exit briefing according the format and content guidelines provided by the DOE lead.
	g. Develops and maintains the annual Survey Schedule.	Develops semi-annual update to the DOE-SR S&S Survey Schedule (2 year time frame) and delivers to DOE-SR by August 30 and February 30, 2013.

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<b>Skill Set Position</b>	<b>Task</b>	<b>Expected Results/ Deliverables</b>
<b>Safeguards and Security Survey Program Coordinator</b> <i>(continued)</i>	h. Drafts Survey Plans for each Survey.	Drafts the S&S Survey Plan for each Survey and delivers to DOE Survey Team Lead one week before survey in-brief. Works with Survey Team member to gather input data for plan.
	i. Maintains OSSES S&S Survey Handbook.	Updates OSSES S&S Survey Handbook annually and provides draft to DOE Survey Team Lead by August 30.
	j. Coordinates and tracks 5 year Security Reviews for lower importance rating facilities.	Maintains status of SRS facilities with importance ratings of Non-Possessing (NP) and below. Interacts with these facilities to maintain currency of S&S plans and self-inspection reports. Provides update on status to DOE lead by last day of month, including projections of activities for the coming month.
	k. Supports OSSES S&S Information Management System (SSIMS) coordinator in inputting and tracking findings, S&S deviations, and Facility Data and Approval Records in SSIMS.	Acquires SSIMS account and necessary training within 60 days of employment. Assists DOE lead in inputting and reviewing findings and Facility Data and Approval Record information in SSIMS within 7 days of formal Exit Briefing for each survey.
	l. Coordinates Resolution of Findings by contractors. Ensures completion of Corrective Action Control Plans within 30 days of Exit Briefings. Tracks status of closure of contractor findings and provides updates to the Federal OSSES Program Manager.	Updates DOE lead on status of approval of CAPs on a weekly basis. Updates DOE lead on status of closure of contractor findings on a weekly basis.
	m. Validates S&S Finding closure packages as assigned and makes recommendations to DOE-SR OSSES.	Assists DOE program managers to review finding closure documentation to ensure completeness by providing written evaluation within 7 days of assignment.



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<b>Skill Set Position</b>	<b>Task</b>	<b>Expected Results/ Deliverables</b>
<b>Safeguards and Security Survey Program Coordinator (continued)</b>	n. Performs S&S Surveys in all SRS facilities using formal Lines of Inquiry in the subtopical elements of: (1) Surveys and Self-Assessment Programs and (2) Resolution of Findings.	Develops Lines of Inquiry for each evaluation and documents in STAR prior to activity. Documents results of audits in in STAR database within 3 days of activity.

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<b>Skill Set Position</b>	<b>Task</b>	<b>Expected Results/ Deliverables</b>
<b>3. TSCM Technician (1.0 FTE)</b>	a. Conducts periodic interface with approximately 50 TSCM personnel around the SRS, the EM Centralized Business Center in Cincinnati, OH; and other DOE-SR OSSES supported activities located in CO, NM, and NY. Purpose of these contacts is to ensure all Technical Security functions are being carried out in the most efficient manner possible and determine whether additional support is necessary.	Establish contact with the primary or alternate TSCMOs at least once every four months to gauge the need for more advanced assistance. Record contact dates and salient notations in the TSCMO's records. Notify the federal TSCM oversight if there are any concerns or security issues.
	b. Performs duties at the direction of the TSCM Team Manager and/or TSCM Operations Manager	Be flexible in a fast changing environment. Ability to identify and pursue work actions without direction.
	c. Assists in preparation of the required Technical Security reports and maintains the Technical Security team file system.	Concise, technically accurate, and retrievable reports within 14 days.
	d. Assists in the preparation for, and conduct of, TSCM and Telecommunications Security briefing and training activities.	Continuously update briefing material to ensure that recent news events are captured to bring material from abstract to concrete.
	e. Reviews Centerra-SRS Daily Activity Reports and other information sources to identify events that may indicate a risk to classified information or suspicious activity.	Disseminate all relevant info daily.
	f. Participates in TSCM and/or Telecommunications Security Operations	Maintain TSCM Certification and be prepared for no pre-notice operational requirements.
	g. Reviews foreign national visit requests and recommends Technical Security precautions.	Provide Federal Technical Surveillance Countermeasures Operations Manager (TSCMOM) with recommendations at least five days from visit date.

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<b>Skill Set Position</b>	<b>Task</b>	<b>Expected Results/ Deliverables</b>
<b>TSCM Technician</b> <i>(Continued)</i>	h. Update and maintain the TSCM and Telecommunications Security criteria schedule list. Also tracks completion of unscheduled requirements	All documentation will be updated not later than five days after an event.
	i. Assemble data and assist in the preparation of the SRS Annual Plan	Complete and submit to the TSCMOM 30 days prior to the due date at HQ
	j. Ensures all team security functions are maintained including accountability of supported activities SF 700s.	Immediately notify the DOE-SR Technical Security Program Manager of any discrepancies.
	k. Updates the Safeguards and Security Information Management System (SSIMS) records pertaining to TSCM findings.	Within 14 days.
	l. Understands the risk posture of all recurring service areas from a variety of sources such as TSCMO Logs, Facility Files, Etc.	Immediately advises the Team Manager of support needs based on risks and threats.
	m. Serves as Key Control and Evidence Custodian	Understands and enforces Department and local standards. No losses of accountability.
	n. Assists the TSCM Team with Operations Security Support as necessary.	Report OPSEC incidents to the DOE-SR TSCMOM within 2 hours of event.
	o. Assists in the production and quality assurance of a variety of classified and unclassified Technical Security reports.	Ensure that marking of classified document have no greater than 10% error rate with no major classification level errors.
	p. Identify training requirements and ensure the technical and safety training records of TSCMOs are up to date and accurate. Researches and validates formal security training completion of new TSCMO candidates.	Update records within 5 days.

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Skill Set Position	Task	Expected Results/Deliverables
<b>TSCM Technician</b> <i>(continued)</i>	q. Researches a wide variety of national references, both classified and unclassified, concerning the TSCM and Telecommunications Security programs. Recommends the applicability to SRS and makes updates as necessary to the TSO Standard Operating Procedures and DOE-SR publications.	Ensure all Technical Security approaches are consistent with current national, DOE, and local policies.
	r. Ensures Facility Data Approval Records are accurate and updated.	Keep entry safety training updated for all areas.
	s. On a daily basis maintains accurate list of all TSMOs and promptly performs door combination changes to Technical Security Areas	Make such changes within 48 hours of DOE-SR Technical Security Program Manager direction.
	t. Obtains incident/investigative reports from all SRS organizations. Obtains and review access door, E3S, and other files necessary to properly adjudicate event and make recommendations on a path forward.	Canvass site activities to continuously seek tools to assist in developing facts surroundings Technical Security inquiries / investigations.
	u. Periodically inspect classified conference rooms to ensure all signs, logs, and procedures are being satisfactorily maintained.	Perform visual and instrumented evaluations as needed.
	v. Be prepared to fulfil all DOE-SR Technical Security needs at SRS on-site or wherever DOE-SR possesses Technical Security responsibilities.	Technical Security incidents may occur at any time 24/7 or anywhere we have a vested interest and chartered responsibility. Although we work a normal compressed schedule, emergencies may occur which create a national security necessity that we respond. TSCM personnel are expected to fully support those national security responsibilities.

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<b>Skill Set Position</b>	<b>Task</b>	<b>Expected Results/ Deliverables</b>
<b>4. TSCM Team Manager (1.0 FTE)</b>	a. Performs duties as TSCM Team Manager and Alternate TEMPEST Coordinator described in DOE Order 470.6, Change 1.	Ensure annual Special Reviews are accurate and submitted to HQ NLT seven days after the due date.
	b. Ensures that subordinates conduct work in a safe manner, are properly trained, and have the necessary protective equipment to perform the mission.	Identify potential safety risks and mitigations during the preliminary phase of every instrumented activity. No one-the-job injuries.
	c. Determines threat posed to DOE classified processing equipment. Ensures all Telecommunications security requirements are met including the accountability of all transmitting devices in certain SRS security areas.	Obtain current written threat data from analysis sources and collaborate with the TSCMOM on strategies to reduce the risks.  Collaborate with the SRNS TSCMO Coordinator and train him to acquire the necessary information.
	d. Participates in HQ TSCM and Telecommunications Security Quality Panel/Workshop meetings.	Provide candid feedback to DOE HQ contractor personnel when needed. Communications concerning field concerns will be through the DOE-SR Federal Oversight.
	e. Assists with the team pack logistical and maintenance records for accountability, serviceability, and compliance with DOE HQ standards.	Ensure maintenance and accountability of over \$2 million equipment inventory is maintained at the highest standard.
	f. Develops quick action plans to find and eliminate SRS vulnerabilities when notified of inherent risks associated with communications processing equipment.	Hazards and Penetrations are reported to the DOE-SR Technical Security PM, via secure channels, within 4 hours of discovery.
	g. Cultivates good Operations Security (OPSEC) culture within the TSCM Team and with the TSCMOs. Ensure the discreet movement of equipment and personnel into a target area.	Maintain OPSEC training for self and subordinates. Keep a high level of OPSEC always during field operations. Report <u>any</u> compromises to the DOE-SR TSCMOM within 8 hours.

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Skill Set Position	Task	Expected Results/ Deliverables
<b>TSCM Team Manager (continued)</b>	h. Performs DC functions under the TSCM and Telecommunications Security topical areas.	Obtain and maintain DC training and certification for CG TSCM, CG SS5, CG SS IN, and applicable requirements.
	i. Participates in TSCM and/or Telecommunications Security operations, as stated in work request.	Maintain TSCM Certification and be prepared for no pre-notice operational requirements.
	j. Recommends to the DOE-SR TSCMOM for approval the selection of team equipment and ensures procurement, maintenance, calibration, and inventory is conducted on schedule and audit records are available at every step. Conducts spot checks for accountability and serviceability as a part of the Quality Assurance Self Assessments.	Ensure quarterly equipment status reports are accurate and submitted when due.
	k. Conducts visual and instrumented evaluation of confiscated personal and government portable telecommunications equipment.	Develop a detailed evaluation results report and provide to DOE- SR TSCMOM for approval.
	l. Obtains and maintains SCI and COMSEC accesses to effectively support those activities	Maintain "Q" level Security Clearance, "SCI" Access, and COMSEC.
	m. Inspects rooms where Secure Telephone Equipment is requested to ensure acoustic security. May also evaluate whether the speaker function can be used in the classified mode. Provides security instructions to the users and provides approval or disapproval back to the COMSEC Control Officer and COMSEC Custodian. Data bases the location and tracks facility maintenance or environmental	Enhance Technical Security education of facility personnel via desk side discussions during the completion phase of technical operations. Prevent technical security human fail factor errors by imparting knowledge to those relying on TS support.

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	changes that may affect the security.	
<b>TSCM Team Manager</b> <i>(continued)</i>	n. Serves as an alternate evidence custodian in the event of Technical Surveillance discoveries, prohibited and controlled articles, or other devices which exhibit hazardous risks to sensitive and classified operations.	Always record and handle potential evidence in a manner that preserves the opportunity for judicial pursuit.
	o. Periodically inspect classified conference rooms to ensure all signs, logs, and procedures are being satisfactorily maintained	Ensure all DOE physical security postings are in all recurring service locations
	p. Assist DOE-SR TSCMOM with review of electronic Purchase items destined for Limited Areas (LA) and above with potential for imbedded internal components posing a risk to sensitive information.	Provide advice and assistance to Contractor Safeguards and Security Alternate TEMPEST Coordinator regarding technical security threshold and provide feedback to DOE-SR TSCMOM.
	q. Performs various roles and assist in the accreditation and maintenance of Technical Security Computers and Systems.	Submit documentation for initial and recurring accreditation. Maintain duties and keep documentation up to date after accreditation.
	r. Evaluate equipment in lab and field environments for customers as directed by DOE-SR TSCMOM.	Evaluate all equipment for operating parameters and potential security issues and provide full detailed report to DOE-SR TSCMOM.
	s. Ensure integrity test is conducted semiannually and telecommunications equipment are rekeyed quarterly.	These tasks are conducted through customer routine and periodic correspondence requests, with approval from the DOE-SR TSCMOM.
	t. Assist DOE-SR TSCMOM with evaluation, risk mitigation and documentation of all SRS Controlled Articles including IT proto type items and medical devices.	Results will be provided to DOE-SR TSCMOM for further review and action.

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Skill Set Position	Task	Expected Results/ Deliverables
<b>TSCM Team Manager (<i>continued</i>)</b>	u. Change facility and container high security electronic lock combinations for program customers as directed by the DOE-SR TSCMOM.	Change combinations after criteria events have occurred, annotate details, and provide document to the Program Team Member for filing and storage.
	v. Assists in formulation of TSCM and Telecommunications Security local policy, the development of Technical Security forms, flow charts, presentations, and operating procedures.	Maintain results from OSS &ES Surveys, recurring events, and lessons learned to assist in developing local policy. Policy review for updates and systemic problems should occur no less than every 6 months.
	w. Assist the SR Federal Technical Security Program Manager in planning, developing, and conducting self-assessments and Surveys. Develops and revises "Lines of Inquiry" and serves as the primary inspector for area assessments.	Ensure OSS&ES Area/Activity Surveys for all sections of DOE O 470.6, " <i>Technical Security</i> ". Results of the surveyed will be discussed with the DOE-SR TSPM and upon concurrence, entered into STAR.
	x. Plans, prepares, and conducts periodic training and technical security education sessions to personnel within a wide range of echelons and variety of organizations.	Effectively convey technical security information to improve the overall security posture of SRS. Identifies training needs to ensure the maintenance of knowledge, skills, and abilities required for each TSCM Technician
	y. Be prepared to fulfil all DOE-SR Technical Security needs at SRS site proper or wherever DOE-SR possesses Technical Security responsibilities.	Technical Security incidents may occur at any time 24/7 or anywhere we have a vested interest and chartered responsibility. Although we normally work a compressed schedule, emergencies may occur which creates a national security necessity that we respond. TSCM Certified personnel are expected to fully support those national security responsibilities.



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Skill Set Position	Task	Expected Results/ Deliverables
<b>5. Logistics Maintenance Technician (1.0 FTE)</b>	a. Maintains status and accountability over all DOE-SR Technical Security Equipment by completing 100% inventory each quarter	Equipment status will be specified in quarterly reports Red/Amber/Green Reports to the TSCM Team Manager. All Amber and Red conditions will require notations as what is being done to bring the equipment back to green status.
	b. Submits requisitions through STRIPES and other processes for Technical Security procurement and services. Vendor calibration and maintenance agreements will be procured and managed, but also carefully coordinated.	Adheres to all DOE and site policy concerning the administration of STRIPES. After initial training, the Logistics Maintenance Tech shall attend refresher training to ensure skills maintenance. Vendor calibration service needs must be advised to the Team and coordinated to prevent mission failure due to lack of equipment,
	c. Adds or removes equipment/items to the Classified Inventory List accordingly. Active participant in the destruction and final disposition of equipment that has been approved for such by the TSCM Team Manager, TSCM Operations Manager, and Property Management.	Provide good supply chain security. Track the acquisition of all property to intercept before arrival at a loading dock. Coordinates with the DOE-SR Property Manager and their designees for the prompt removal of obsolete items.
	d. Serves as a Derivative Classifier for CG-TSCM-1 in the area of specialized team pack.	Conducts classification reviews and OPSEC editing for the site supply management system for Technical Security. Make unclassified translations to the AMS data base that does not compromise the team's capability.
	e. Plans, documents, and conducts end of life disposition of sensitive equipment as directed by the DOE-SR TSCMOM	Know when pulverizing is required and how to schedule services. Serve as the team expert for sanitization and destruction complying with site, department, and national requirements.
	f. Builds and maintains the SRS Technical Security Reference Library	Highly maintained technical references(both printed and automated,) The standards will include relevant UL, CNSS, etc.

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<b>Skill Set Position</b>	<b>Task</b>	<b>Expected Results/ Deliverables</b>
<b>Logistics Maintenance Technician (continued)</b>	g. Performs field level calibration of certain equipment items on a quarterly basis in accordance with manufacturers specifications	Maintain a searchable record of the user level calibration of every major end item. In situations where there is no adequate inventory to perform the calibration ensure that is documented through the TSCM Team Manager to the TSCMOM.
	h. Assists with and participates in field missions under the direction of Certified TSCM Personnel	Maintain a physical ability to perform limited TSCM functions under the direction of a Certified TSCM Technician
	i. Maintains budget information and continuous reconciliation.	Equipment status, available budget, end of life estimates are all continuously changing factors that affect our ability to provide support. The need for real time visibility of those factors is most important in the areas where we are only one deep of certain items.
	j. Performs other Technical Security duties as assigned	Cross functional abilities are important especially during surge situations. Study the reasons for certain functions and responsibilities of each position on the team.

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Skill Set Position	Task	Expected Results/ Deliverables
<b>6. Emergency Services Consultant (2 positions: 1.0 FTE + 1.0 FTE)</b>	GENERAL: Serves as subject matter expert in all aspects of Emergency Services and Continuity of Operations a. Assist in the review and approval process for emergency planning documents (Hazards Surveys and Emergency Planning Hazard Assessments). Support includes development of reviewer guidelines, summary report template, and assistance in document reviews.	Completed work should be thorough, technically accurate, requiring little to no re-work, and completed within the established due date as established by the Federal Emergency Management Official.
	b. Assist in the development and implementation of the Savannah River Site Continuity of Operations Program (COOP).	
	c. Develop Template for SRS M&O contractor to use to develop COOP Program; Review and comment on annual Savannah River DOE-SR COOP Implementation Plan (SRIP).	
	d. Assess M&O COOP Program post implementation using the CET-7 criteria	
	e. Develop COOP training program for COOP Program points of contact at the site.	
	f. Develop and maintain COOP materials and documentation for DOE-SR.	
	g. Review lessons learned and develop process improvement initiatives to implement in the DOE-SR COOP Program.	
	h. Develop metrics and criteria by which to assess the DOE-SR COOP Program.	
	i. Develop matrix of sitewide	

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	dependencies to incorporate into the COOP Program.	
	j. Conduct assessments of all Emergency Management /Services activities	

Skill Set Position	Task	Expected Results/ Deliverables
<b>7. Protective Force Consultant (2 Positions: 1.0 FTE + 1.0FTE)</b>	<b><i>Safeguards and Security Surveys</i></b> a. (Primary Duty) Performs S&S Surveys using formal Lines of Inquiry in all SRS facilities in the Protective Force subtopical elements: (1) Management; (2) Training; (3) Duties; and (4) Facilities and Equipment	Develops Lines of Inquiry for each evaluation and documents in STAR prior to activity. Documents results of audits in STAR database within 3 working days of activity.
	<b><i>PF Program Management</i></b> b. Supports Federal staff to manage program and perform routine oversight of PF Management. Evaluates (1) Quality and effectiveness of PF supervision; (2) Effectiveness of the assignment protective force resources to perform the assigned mission; (3) Adequacy of PF plans, instructions, orders, and memoranda of understanding with local law enforcement agencies; and (4) personnel policies and maintenance of personnel training and certification records.	Communicates observations (verbal or e-mail) with federal PF program managers as soon as possible after assessment. Documents results of assessment in STAR within 3 working days.

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	<p><b><i>PF Training</i></b></p> <p>c. Supports Federal staff to manage program and perform routine oversight of PF Training. Evaluates: (1) Job Task Analyses; (2) Annual Training Plan; (3) Training Records; (4) Training Facilities; (5) Instructor Qualifications; and (6) Training Effectiveness</p>	<p>Communicates observations (verbal or e-mail) with federal PF program managers as soon as possible after assessment. Documents results of assessment in STAR within 3 working days.</p>
	<p><b><i>PF Duties</i></b></p> <p>d. Supports Federal staff to manage program and perform routine oversight of PF Duties. Evaluates through performance and knowledge testing: (1) General skills and knowledge (weapons, use of duty equipment, driving, communications, access controls, alarm station operation, knowledge of laws and orders); (2) Canine handling; (3) Aviation; (4) Tactical assaults and techniques; and, (5) Sniper operations.</p>	<p>Communicates observations (verbal or e-mail) with federal PF program managers as soon as possible after assessment. Documents results of assessment in STAR within 3 working days.</p>
	<p><b><i>PF Equipment and Facilities</i></b></p> <p>e. Supports Federal staff to manage program and perform routine oversight of PF Equipment and Facilities. Evaluates: (1) Weapons and explosives; (2) Vehicles; (3) Communications equipment; (4) Individual special-purpose and duty equipment; and (5) Facilities, including fixed posts, locker rooms, fitness facilities, etc.</p>	<p>Communicates observations (verbal or e-mail) with federal PF program managers as soon as possible after assessment. Documents results of assessment in STAR within 3 working days.</p>

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Skill Set Position	Task	Expected Results/ Deliverables
<b>8. Nuclear Material Control &amp; Accountability Consultant (1.0 FTE)</b>	a. Survey. Performs comprehensive S&S Surveys of the SRS NMC&A program in all facilities using formal Lines of Inquiry associated with tasks listed below.	Develops Lines of Inquiry for each evaluation and document in STAR prior to activity. Documents results of audits in STAR database within 5 days of activity.
	<b><i>Program Management</i></b> b. <u>Plans and Procedures.</u> Reviews SRS NMC&A plans and procedures to ensure documentation is sufficient to maintain a comprehensive, effective, and cost-efficient program to control and account for nuclear materials.	Formal comments should be documented for all documents assigned within 14 calendar days or as otherwise assigned.
	c. <u>Self-Assessments.</u> Reviews SRS self-assessments of the NMC&A program to ensure they include all aspects of the program and effectively identify deficiencies.	Communicates observations (verbal or e-mail) with federal MC&A program managers as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.
	d. <u>System Effectiveness.</u> Evaluates NMC&A performance testing and system effectiveness programs to ensure accurate and comprehensive evaluations of program effectiveness. Conducts additional performance testing to validate contractor results.	Communicates observations (verbal or e-mail) with federal MC&A program managers as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.
	e. <u>Training.</u> Evaluates Training Program for NMC&A functions, including an approved training plan which outlines the training requirements for all NMC&A personnel based on job task analyses. Checks training records for currency and accuracy.	Communicates observations (verbal or e-mail) with federal MC&A program managers as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.

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Skill Set Position	Task	Expected Results/ Deliverables
<b>Nuclear Material Control &amp; Accountability Consultant</b> <i>(continued)</i>	<b>Material Accountability</b> <u>f. Accounting System.</u> Evaluates accounting system structure to ensure facilities maintain accountability data by Material Balance Area (MBA) that reflects quantities of nuclear material received and shipped, adjustments to inventory, and remaining quantities on inventory.	Communicates observations (verbal or e-mail) with federal MC&A program managers as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.
	<u>g. External Transfers.</u> Reviews shipment/receipt protocols, including: (1) evaluation of NRC 741 files; (2) performance of receipt measurements; and (3) evaluation and resolution of Shipper / Receiver differences.	Communicates observations (verbal or e-mail) with federal MC&A program managers as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.
	<u>h. Inventory Adjustments.</u> Evaluates the inventory adjustment program / procedures and actual transactions for select adjustments.	Communicates observations (verbal or e-mail) with federal MC&A program managers as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.
	<u>i. NMMSS Reporting.</u> (1) Evaluate the mechanism utilized and data reported to NMMSS; (2) Review accounting reports that include nuclear material transactions, material balances, inventory adjustments, and external shipments; (3) Review the NMMSS error rates.	Communicates observations (verbal or e-mail) with federal MC&A program managers as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.
	<u>j. Performance Testing.</u> Conduct performance tests of the accounting system to include: (1) Front/Back checks of items on inventory; (2) Generation of inventory listings; (3) Accounting system access and change control; (4) Transaction data entry; (5) Generation of audit trails; and (6) MBA Categorization.	Communicates observations (verbal or e-mail) with federal MC&A program managers as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.

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<b>Skill Set Position</b>	<b>Task</b>	<b>Expected Results/ Deliverables</b>
<b>Nuclear Material Control &amp; Accountability Consultant</b> <i>(continued)</i>	<b>Materials Control</b> <u>k. Access Controls.</u> Evaluate whether the NMC&A program, is capable of ensuring that only authorized personnel have access to nuclear materials, data, and equipment.	Communicates observations (verbal or e-mail) with federal MC&A program managers as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.
	<u>l. Material Surveillance.</u> Evaluate the adequacy of surveillance mechanisms employed to ensure that they provide coverage for the identified areas, detect anomalies, and report alarm conditions.	Communicates observations (verbal or e-mail) with federal MC&A program managers as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.
	<u>m. Material Containment.</u> Identify the location, quantity, and category limits of materials used or stored in all SRS facilities. Verify that all categories of SNM are stored and processed within appropriate security areas consistent with approved S&S plans.	Communicates observations (verbal or e-mail) with federal MC&A program managers as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.
	<u>n. Detection and Assessment.</u> Evaluate the detection and assessment elements of TID program, portal monitoring, waste monitoring, item monitoring, process monitoring, and Daily Administrative Check programs.	Communicates observations (verbal or e-mail) with federal MC&A program managers as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.
	<b>Measurements.</b> <u>o. Basis for Book Values.</u> Evaluate whether all nuclear material on inventory is quantified by: (1) a qualified measurement method; (2) documented technical justification; or (3) accepted shippers' values; or that the material is listed and approved as "not amenable to measurement."	Communicates observations (verbal or e-mail) with federal MC&A program managers as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.



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Skill Set Position	Task	Expected Results/ Deliverables
<b>Nuclear Material Control &amp; Accountability Consultant</b> <i>(continued)</i>	p. <u>Qualification.</u> Evaluate whether all measurement systems used for accountability have been qualified and that performance is demonstrated daily for the Destructive Analysis (DA) of nuclear material and for at least one of each five measurements for NDA.	Communicates observations (verbal or e-mail) with federal MC&A program managers as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.
	q. <u>Measurement Control.</u> Evaluate measurement control requirements for calibration and calibration checks of the measurement system.	Communicates observations (verbal or e-mail) with federal MC&A program managers as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.
	<b>Physical Inventory.</b> r. <u>Process.</u> Evaluate the effectiveness of SRS facility physical inventories: (1) Determine whether procedures provide an effective means to ensure that the objectives of the physical inventory are being met; (2) Observe facility physical inventories; (3) Review reconciliation of book and physical inventories.	Communicates observations (verbal or e-mail) with federal MC&A program managers as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.
	s. <u>Inventory Difference.</u> Review the methodology used to calculate Inventory Differences (IDs) and Limits of Error of Inventory Differences (LEIDs) and documentation of site ID, cumulative ID, and LEID calculations including trend analyses	Communicates observations (verbal or e-mail) with federal MC&A program managers as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.

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Technical Support Services for the Office of Safeguards, Security, and Emergency Services

<b>Skill Set Position</b>	<b>Task</b>	<b>Expected Results/ Deliverables</b>
<b>9. Senior Personnel Security /Badging Consultant (1.0 FTE)</b>	<i>Personnel Security Programs&amp; Badging</i> a. Serves as subject matter expert in Personnel Security, Security Awareness, and DOE Badging Program areas	Completed work should be thorough, technically accurate, requiring little to no re-work, and completed within the established due date as established by the Director, Security Programs Division (SPD).
	b. Provide technical review and analysis of documents, data collection, research, review and analysis of documents, program status reports, progress reports, cost and schedule reports, and miscellaneous documents associated with general requirements of the program.	Completed work should be thorough, technically accurate, requiring little to no re-work, and completed within the established due date as established by the Director, SPD.
	c. Participates in SRS Surveys and assessments in the area of Personnel Security, Badging, and Security Awareness.	Completed work should be thorough, technically accurate, requiring little to no re-work, and completed within the established due date as established by the Director, SPD.
	d. Perform source document research and development of Personnel Security, Badging, and Security Awareness policies and procedures.	Completed work should be thorough, technically accurate, requiring little to no re-work, and completed within the established due date as established by the Director, SPD.
	<i>Safeguards and Security Surveys/ Self assessments</i> e. Evaluates Lines of Inquiry in the area of Personnel Security, Badging, and Security Awareness Programs during DOE S&S Surveys of the SRS facilities. Coordinate resolution of findings by contractors.	In coordination with the PS Staff, Ensures Lines of Inquiry for each evaluation is documented in STAR prior to activity. Ensures results of audits are documented in STAR database within 5 days of activity. Provide weekly status of survey activities to the Director, SPD, to include updates on Corrective Action and Control Plans (CAPS).

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Technical Support Services for the Office of Safeguards, Security, and Emergency Services

<b>Skill Set Position</b>	<b>Task</b>	<b>Expected Results/ Deliverables</b>
<b>Senior Personnel Security /Badging Consultant (continued)</b>	f. Coordinate with PS Staff Self-Assessment activities and Evaluates Lines of Inquiry in the area of Personnel Security, Badging, and Security Awareness Programs.	Document self-assessment activities and prepare a self-assessment report to be provided to the Director, SPD. Develop CAPS as necessary and submit within assigned date.
	<b><i>Program Management</i></b>	
	a. <u>Procedures.</u> Reviews Contractor procedures to ensure documentation is sufficient to maintain a comprehensive, effective program in accordance with DOE Personnel Security/ Badging requirements.	Formal comments should be documented for all documents assigned within 14 calendar days or as otherwise assigned.
	b. <u>Self-Assessments.</u> Reviews Contractor self-assessments of the Personnel Security, Badging, Security Awareness programs to ensure they include all aspects of the program and effectively identify deficiencies.	Communicates observations (verbal or e-mail) with cognizant federal personnel as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.
	c. Contractor shall provide Personnel Security technical support to the Personnel Security Team, in administering the Personnel Security, Badging, and Security Awareness Programs for DOE-SRS.	Completed work should be thorough, technically accurate, requiring little to no re-work, and completed within the established due date as established by the Director, SPD.
	d. Reviews SRS facility Safeguards and Security plans sent to the SPD for review/comment to ensure plans adequately describe Personnel Security/ Access Authorization requirements.	Formal comments should be documented for all documents assigned within 14 calendar days or as otherwise assigned.
	e. Assists the Director, SPD, in tracking actions assigned to the Division to ensure all actions, both internal and external are tracked to closure	Establish SPD tracking system to ensure all actions are tracked. Provide weekly status up dates to the Director, SPD.

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Technical Support Services for the Office of Safeguards, Security, and Emergency Services

<b>Skill Set Position</b>	<b>Task</b>	<b>Expected Results/ Deliverables</b>
<b>Senior Personnel Security /Badging Consultant (continued)</b>	f. Prepare DRAFT correspondence on Personnel Security Program Correspondence as assigned. Reviews correspondence from Contractor Security Programs, provides recommendations on response.	Draft Correspondence should be technically accurate requiring little to no re-work, and completed by the due date established by the Director, SPD.
	g. Assists Director, SPD, to manage and oversee the SRS Personnel Security, Badging, and Security Awareness Programs.	Formal comments should be documented for all documents assigned within 14 calendar days or as otherwise assigned. Comments should reflect a comprehensive technical review and be technically accurate requiring little or no re- work.

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Technical Support Services for the Office of Safeguards, Security, and Emergency Services

Skill Set Position	Task	Expected Results/ Deliverables
<b>10. Human Reliability Program (HRP) Consultant (1.0 FTE)</b>	<b><i>Human Reliability Program/Personnel Security Programs</i></b>  a. Serves as subject matter expert in Human Reliability Program areas.	Completed work should be thorough, technically accurate, requiring little to no re-work, and completed within the established due date as established by the Director, Security Programs Division (SPD).
	b. Provide technical review and analysis of documents, data collection, research, review and analysis of documents, program status reports, progress reports, cost and schedule reports, and miscellaneous documents associated with general requirements of the program.	Completed work should be thorough, technically accurate, requiring little to no re-work, and completed within the established due date as established by the Director, SPD.
	c. Participates in SRS Surveys and assessments in the areas of Human Reliability Program and Personnel Security.	Completed work should be thorough, technically accurate, requiring little to no re-work, and completed within the established due date as established by the Director, SPD.
	d. Perform source document research and development of Human Reliability Program & Personnel Security policies and procedures.	Completed work should be thorough, technically accurate, requiring little to no re-work, and completed within the established due date as established by the Director, SPD.
	<b><i>Safeguards and Security Surveys/ Self assessments</i></b>  e. Evaluates Lines of Inquiry in the areas of Human Reliability Program and related Personnel Security Program requirements during DOE S&S Surveys of the SRS facilities. Coordinate resolution of findings by contractors.	In coordination with the PS Staff, Ensures Lines of Inquiry for each evaluation is documented in STAR prior to activity. Ensures results of audits are documented in STAR database within 5 days of activity. Provide weekly status of survey activities to the Director, SPD, to include updates on Corrective Action and Control Plans (CAPS).

Performance Statement of Work

Technical Support Services for the Office of Safeguards, Security, and Emergency Services

Skill Set Position	Task	Expected Results/ Deliverables
<b>Human Reliability Program Consultant (HRP)</b> <i>(continued)</i>	f. Coordinates with the DOE Human Reliability Program Manager and Personnel Security Staff regarding Self-Assessment activities and Evaluates Lines of Inquiry for the Human Reliability/Personnel Security Programs.	Document self-assessment activities and prepare a self-assessment report to be provided to the Director, SPD. Develop CAPS as necessary and submit within assigned date.
	<b><i>Program Management</i></b>	
	a. <u>Procedures.</u> Reviews Contractor procedures to ensure documentation is sufficient to maintain a comprehensive, effective program in accordance with the DOE Human Reliability and Personnel Security Program requirements.	Formal comments should be documented for all documents assigned within 14 calendar days or as otherwise assigned.
	b. <u>Self-Assessments.</u> Reviews Contractor self-assessments of the Human Reliability Program and related Personnel Security Programs to ensure they include all aspects of the HRP program and Personnel Security to effectively identify deficiencies.	Communicates observations (verbal or e-mail) with cognizant federal personnel as soon as possible after assessment. Documents results of assessment in STAR within 5 working days.
	c. Contractor shall provide Human Reliability Program and Personnel Security technical support as it relates to HRP to the Personnel Security Team, in administering the Human Reliability /Personnel security Program requirements for DOE-SRS.	Completed work should be thorough, technically accurate, requiring little to no re-work, and completed within the established due date as established by the Director, SPD.
	d. As applicable, Reviews SRS facility Safeguards and Security plans, Vulnerability and Risk assessments and Modified Security Plans, sent to the SPD for review/comment to ensure plans adequately describe Human Reliability Program requirements.	Formal comments should be documented for all documents assigned within 14 calendar days or as otherwise assigned.

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Skill Set Position  <b>Human Reliability Program Consultant (HRP)</b> <i>(continued)</i>	Task	Expected Results/ Deliverables
	e. Assists the DOE HRP Program Manager and Senior Personnel Security Specialist to manage and oversee the SRS Human Reliability Program.	Establish SPD tracking system to ensure all actions are tracked. Provide weekly status up dates to the Director, SPD.
	f. Prepare DRAFT correspondence on Human Reliability Program Correspondence as well as Personnel Security as assigned. Reviews correspondence from Contractor Security Programs, provides recommendations on response. Assists in tracking actions assigned to the HRP to ensure all actions, both internal and external are tracked to closure.	Draft Correspondence should be technically accurate requiring little to no re-work and completed by the due date established by the Director, SPD.
	g. Assists the DOE HRP Program Manager/Senior Personnel Security Specialist with Training and Awareness requirements as they relate to the Human Reliability Program, Personnel Security etc..	Formal comments should be documented for all documents assigned within 14 calendar days or as otherwise assigned. Comments should reflect a comprehensive technical review and be technically accurate requiring little or no re- work.

<b>11. Foreign Ownership, Control or Influence / Facility Clearance Analyst (1.0 FTE)</b>	<b>Analysis</b>	
	Reviews and validates contractor FOCI documents to support FOCI determinations.	Communicates observations (verbal or e-mail) with DOE-SR FOCI Program Manager in timeframe prescribed.

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Technical Support Services for the Office of Safeguards, Security, and Emergency Services

	Analyses initial CSCS forms to ensure accuracy and completeness.	Communicates observations (verbal or e-mail) with DOE-SR FOCI Program Manager in timeframe prescribed.
	Assists the DOE-SR FOCI Program Manager to conduct cursory reviews. Evaluates information submitted in eFOCI relating to procurement activities for completeness. Returns submission packages needing additional information or with incomplete contract information with instructions.	Communicates observations (verbal or e-mail) with DOE-SR FOCI Program Manager in timeframe prescribed.
	Conducts Verification of Facility Clearance reviews by using DOE and Department of Defense (DOD) - databases and provides reports of analysis.	Communicates observations (verbal or e-mail) with DOE-SR FOCI Program Manager in timeframe prescribed.
	Performs reviews of company finances using LexisNexis, Dun and Bradstreet or similar systems or reviewing report from these systems.	Communicates observations (verbal or e-mail) with DOE-SR FOCI Program Manager
	Assists the DOE-SR FOCI Program Manager to prepare final determinations in eFOCI.	Communicates observations (verbal or e-mail) with DOE-SR FOCI Program Manager in timeframe prescribed.
	Conducts preliminary reviews of significant change packages for accuracy and completeness.	Communicates observations (verbal or e-mail) with DOE-SR FOCI Program Manager in timeframe prescribed.
	<b>Tracking and Reporting</b>	



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	Develops and monitors tracking systems / spreadsheets to ensure FOCI and FCL forms are submitted in accordance with requirements.	Inputs information and provides reports to DOE-SR FOCI program manager per timeliness requirements.
	Prepares periodic reports of FOCI/FCL status and distributes to customers.	Communicates observations (verbal or e-mail) with DOE-SR FOCI Program Manager in timeframe prescribed.
	Maintains official DOE-SR FOCI Program paper files and records.	Files documents within 1 week of generation and/or approval.
	<b>FOCI / FCL Information Systems</b>	
	Maintains (inputs, changes) DOE-SR FOCI database	Updates data within one week of approval of source documents.
	Maintains (inputs, changes) SSIMS information relating to FOCI/FCL	Updates data within one week of approval of source documents.
	Inputs FOCI determinations for DOE signature in eFOCI	Updates data within one week of approval of source documents.
	Serves as backup for input of non-FOCI/FCL SSIMS information	Updates data within one week of approval of source documents.
	Coordinates initial and periodic surveillance (certifications, etc.) of FCLs	Draft Correspondence should be technically accurate requiring little to no re-work and completed by the due date established by the DOE-SR FOCI Program Manager.
	<b>Communications</b>	
	Routinely interfaces with SRS contractors regarding receipt and review of FOCI requests and forms.	Communicates observations (verbal or e-mail) with DOE-SR FOCI Program Manager in timeframe prescribed.

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	Prepares and disseminates FOCI/FCL communications (for example, termination and certification letters, grant letters, contract closeout forms, etc.) to contractors.	Draft Correspondence should be technically accurate requiring little to no re-work and completed by the due date established by the DOE-SR program manager.
	Coordinates with other DOE FOCI offices as required (transfers, questions, etc.)	Draft Correspondence should be technically accurate requiring little to no re-work and completed by the due date established by the DOE-SR FOCI Program Manager.
	Assists DOE-SR FOCI program manager to prepare reciprocity correspondence to DCSA.	Draft Correspondence should be technically accurate requiring little to no re-work and completed by the due date established by the DOE-SR FOCI Program Manager.
	Attends working group meetings and teleconferences and develops meeting minutes.	Prepares draft presentations and talking points for DOE-SR FOCI program manager per prescribed schedule.

## **5.0 STANDARDS OF ACCEPTABLE PERFORMANCE**

- 5.1 QUALITY ASSURANCE/ACCEPTANCE:** A detailed Quality Assurance Plan broken down by task has been prepared and is on file for this Performance Work Statement. Every contractor functional position will have a corresponding Federal Subject Matter Expert who will be assigned as the Task Manager. Each Task Manager will perform the task monitoring as identified in the QAP and submit monthly reports to the COTR identifying the contractor's performance acceptability for the following period. Any concerns or discrepancies will be addressed to the Contracting Officer as soon as possible, along with all supporting documentation. The COTR will not relieve the contractor of the responsibility for complying with the requirements of the contract.
- 5.2 INSPECTION AND ACCEPTANCE CRITERIA**  
Final inspection and acceptance of all work performed, work products, and deliverables will be performed at the place of delivery by the CO, COTR, or assigned designee/specific Task Manager.
- 5.3 GENERAL ACCEPTANCE CRITERIA – QUALITY MEASURES**  
General quality measures, as set forth below, will be applied to each Work Product and Deliverable received from the contractor under this contract.
- a) Accuracy – Work products and deliverables shall be accurate in presentation, technical content, and adherence to accepted elements of style
  - b) Clarity – Work products and deliverables shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
  - c) Consistence to Requirements – All work products and deliverables must satisfy the requirements stated herein.
  - d) File Editing – All text and diagrammatic files shall be editable by the Government.
  - e) Format – Work products and deliverables shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
  - f) Timeliness – Work products and deliverables shall be submitted on or before the due date specified in this contract or submitted in accordance with a later scheduled date determined by the Government.

## **6.0 TRAVEL & OTHER DIRECT COSTS (ODCS)**

Training fees and associated travel expenses are allowable as required to perform the assigned scope of work with Contracting Officer pre-approval. The training must meet one of the following objectives: (1) Maintain or achieve required certifications; (2) Maintain currency of knowledge associated with contract work scope or (3) Learn to operate new technology associated with contract work scope; or (4) Understand and apply new or revised DOE S&S policy. Training may include classroom training, technical conferences, seminars, DOE complex working group meetings, or DOE policy workshops. Travel not associated with training is performed by Technical Security personnel in accordance with DOE-SR support to complex Office of

Environmental Management sites. All travel will be in accordance with FAR 31.205-46 Travel Costs and governing Federal Travel regulations (FTR). Travel and training reimbursement details will be requested as a supplement to monthly invoices.

## **7.0 GOVERNMENT FURNISHED EQUIPMENT / INFORMATION / MATERIALS**

Normal computer equipment (computer, monitor, scanner, printer) will be furnished to the contractor. Information pertinent to the OAM will be provided as needed and agreed upon between the COTR and contractor. Technical Security Equipment in excess of \$2 million will be on DOE hand receipt but maintained and accounted for by the contractor. The contractor may be required to assist in the transfer of equipment and vehicles from other organizations in order to ensure operational capability.

## **8.0 PLACE OF PERFORMANCE**

The place of performance shall be at the Government's facility: Savannah River Site, , Aiken, SC. The Task Manager with concurrence of the COTR will identify work locations within SRS. Occasionally performance may be required at locations external to SRS. Those infrequent overnight trips are within the scope of this SOW and will not exceed the estimated hours. If operational (mission related and not training) trips exceed 14 days per fiscal year the COTR will consult with the CO for compensation remedy.

## **9.0 PERIOD OF PERFORMANCE**

The period of performance for this contract is five (5) years, with a twenty-four month (24) base period and three (3) one (1) year option periods.

## **10.0 TYPE OF CONTRACT**

The Government will award an **Indefinite Delivery/Indefinite Quantity Contract (IDIO)**.

## **11.0 SECURITY & QUALIFICATIONS**

### **11.1 EXPERIENCE AND SKILLS**

The contractor will provide personnel to conduct the following duties, having sufficient experience and skills, as follows:

1. **Senior Safeguards and Security Consultant (1 FTE)**
  - a. A combination of 5 or more years of generalized experience in DOE safeguards and security programs; familiarity with DOE nuclear facilities.
  - b. Bachelor of Science degree or equivalent and a combination of 10 or more years of experience in the Safeguards and Security areas of vulnerability assessment and physical protection programs (physical security systems, equipment, and processes) to include not less than 8 years at DOE facilities. Familiarity with Protective Force operations is desired, but not required.
  - c. Technical writing and editing proficiency and experience.

- d. In addition, a minimum of 5 years of experience with International Safeguards and/or integrated safeguards projects, including IAEA implementation at DOE facilities.
- e. Position requires a DOE "Q" level security clearance and qualification under the SRS Human Reliability Program.

2. Safeguards and Security Survey Program Coordinator (1 FTE)

- a. A combination of 5 or more years of generalized experience in DOE safeguards and security programs and assessments of these programs; familiarity with DOE nuclear facilities.
- b. Expert level technical writing and editing proficiency and experience.
- c. Fluent with the most recent versions of Microsoft Office Professional.
- d. Experience in managing and manipulating organizational data bases. Experience with SRNS STAR assessment tracking database preferred.
- e. An ability to set and maintain project timelines and schedules.
- f. Position requires a DOE "Q" level security clearance.

3. TSCM Technician (1 FTE)

- a. Successful completion of the Federal Interagency TSCM Fundamentals Course or at least 12 months of experience with TSCM logistics or maintenance functions associated with a DOE TSCM Activity
- b. The following physical abilities: vision with normal color and depth perception, capable of lifting and carrying 50 lbs., capable of working in small enclosed locations, climbing and working at heights above 10', hearing loss of not more than 30 dB at any one frequency, and an ability to stand, kneel, and crawl over periods up to two hours.
- c. A working knowledge of Counterintelligence, Operational Security, and Information Security principles and methods.
- d. Data Base and administrative management acumen.
- e. Strong knowledge of Microsoft Office products.
- f. Experienced at writing and conveying Technical Security information to a broad audience of skill sets.
- g. Position requires a DOE "Q" level security clearance and Sensitive Compartmented Information access.

4. TSCM Team Manager (1 FTE)

- a. Must have graduated the Interagency Federal Technical Surveillance Countermeasures fundamentals course.
- b. A Bachelor of Science degree.
- c. Five years of experience as a DOE Certified TSCM Technician.
- d. The following physical abilities: vision with normal color and depth perception, capable of lifting and carrying 50 lbs., capable of working in small enclosed locations, climbing and working at heights above 10', hearing loss of not more than 30 dB at any one frequency, and an ability to stand, kneel, and crawl over periods up to two hours.

- e. Position requires a DOE “Q” level security clearance and Sensitive Compartmented Information access.

5. Logistics Maintenance Technician (1 FTE)

- a. The following physical abilities: vision with normal color and depth perception, capable of lifting and carrying 50 lbs., capable of working in small enclosed locations, climbing and working at heights above 10', hearing loss of not more than 30 dB at any one frequency, and an ability to stand, kneel, and crawl over periods up to two hours.
- b. Position requires a DOE “Q” level security clearance
- c. Strong MS Office administrative skills
- d. STRIPES Training or Federal Purchase Experience desired
- e. Experience in Radio Frequency theory, electronics, computer networking is desired

6. Emergency Services Consultant (#1 and #2) (1 FTE + 1 FTE)

- a. A combination of 5 or more years of generalized experience in all aspects if DOE emergency services programs; familiarity with DOE nuclear facilities.
- b. Bachelor of Science degree or equivalent and prior experience at DOE site(s) performing DOE Emergency Management activities.
- c. Technical writing and editing proficiency and experience.
- d. Position requires a DOE “Q” level security clearance.

7. Protective Force Consultant (#1 and #2) (1 FTE + 1 FTE)

- a. 10 or more years of generalized experience in DOE Protective Force programs or equivalent Department of Defense programs.
- b. Bachelor's degree or equivalent.
- c. 5 years experience in evaluation and assessment of PF programs. Familiarity with vulnerability assessment and physical protection programs.
- d. Technical writing and editing proficiency and experience.
- e. Position requires a DOE “Q” level security clearance and qualification under the SRS Human Reliability Program.

8. Nuclear Material Control and Accountability Consultant (1 FTE)

- a. Bachelor of Science degree or equivalent
- b. 10 years of generalized NMC&A experience in DOE facilities, including assessment / survey of NMC&A.
- c. Working level knowledge of NMC&A accounting systems.
- d. Technical writing proficiency and experience.
- e. Position requires a DOE “Q” level security clearance and qualification under the SRS Human Reliability Program.

9. Senior Personnel Security / Badging Consultant (1 FTE)

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- a. A minimum of 10 years' experience in DOE Personnel Security Programs to include access authorization, security awareness, badging and visitor control programs at DOE facilities.
- b. Bachelor of Science degree or equivalent
- c. Technical writing and editing proficiency and experience
- d. Ability to set and maintain deadlines/ track actions/ to ensure all commitments are met on time.
- e. Position requires a DOE "Q" level security clearance.

10. Senior Human Reliability Program / Personnel Security Consultant (1 FTE)

- a. A combination of 5 or more years experience in DOE Human Reliability Program and/or Personnel Security Programs, to include not less than 3 years experience in the DOE Human Reliability Program.
- b. Technical writing and editing proficiency and experience
- c. Ability to set and maintain deadlines/ track actions/ to ensure all commitments are met on time.
- d. Position requires ability to obtain and maintain a DOE "Q" level security clearance.

11. FOCI / FCL Analyst (1 FTE)

- a. Three or more years of generalized DOE or DoD security experience.
- b. Technical writing and editing proficiency and experience.
- c. Proficiency and experience in using spreadsheets and databases
- d. Ability to set and maintain deadlines to ensure all commitments are met on time.
- e. Position requires a DOE "Q" level security clearance.
- f. Position requires SSIMS training (~1 week in Washington, DC) as soon as can be scheduled

### **11.2 SITE ENTRY REQUIREMENTS**

The site entry requirements shall conform to existing requirements in accordance with SRS General Site Security Plan.

### **11.3 SITE PHYSICAL SECURITY**

The security requirement shall conform to existing requirements in accordance with in accordance with SRS General Site Security Plan.

## **12.0 DATA USE, DISCLOSURE OF INFORMATION AND HANDLING OF SENSITIVE INFORMATION**

❖ **The contractor will be required to sign a non-disclosure form – see attached**

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The contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of information. The contractor shall provide information only to employees, contractors, and subcontractors having a need to know such information in the performance of their duties for this project.

Information made available to the contractor by the government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

If public information is provided to the contractor for use in performance or administration of this effort, the contractor except with the written permission of the contracting Officer may not use such information for any other purpose. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration, the contractor will consult with the COTR regarding use of that information for other purposes.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records which are not public information. Each offer or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized government personnel or upon written approval of the CO. The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit and agreement at no cost to the Government between the contractor and the data owner that provides for greater rights to the contractor.

All data received, processed, evaluated, loaded, and/or created as a result of this delivery order shall remain the sole property of the Government unless specific exception is granted by the Contracting Officer.

### **13.0 POINTS OF CONTACT**

All contract questions and concerns will be directed to the Government Contracting Officer, Marie Garvin, contact information identified below. **The Contracting Officer is the only individual with the authority to modify the contract that will result from this requirement.**

#### **13.1 CONTRACTING OFFICER: Marie Garvin**

Office of Acquisition Management Savannah River Operations Office  
P.O. Box A, Aiken SC 29802



P: 803-952-8238 F: 803-508-9123

marie.garvin@srs.gov

## **14.0 OTHER ADMININSTRATIVE CONSIDERATIONS**

### **14.1 HOURS OF WORK**

Consultants will work 8 hours per day, Monday through Friday, and will be present during core work hours of 9:00 am to 3:00pm. Flexible and Compressed work schedules are allowable if mutually agreed by the contractor, relevant federal program manager, COR, and employee. Occasionally night and/or weekend duty is required. Overnight travel, normal duration of one week or less, may also occasionally occur.

### **14.2 DIRECT HOURS VERIFICATION**

The contractor will invoice the Government on a Firm Fixed Price basis monthly and in accordance with Attachment 006 (Invoicing) of the contract. All billing with be in accordance with the Contract Line Item (CLIN) structure. The previous month's report will be due to the government no later than the 5<sup>th</sup> working day of the following month. If a variance of the estimated direct hours proposed versus expended is greater than 10% of each month, the Government reserves the right to negotiate rates and/or hours to reflect productive direct labor hours.

### **14.3 GOVERNMENT HOLIDAYS**

The following Government holidays are normally observed by Government personnel: New Year's Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC only), President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation, or any other kind of administrative leave such as acts of God (i.e., hurricanes, snow storms, tornadoes, etc.), Presidential funerals or any other unexpected government closures.

## **15.0 STANDARDS OF CONDUCT**

The Contractor will be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity.

## **16.0 CONFIDENTIALITY**

All information regarding the work done under this task order must be regarded as sensitive information by the Contractor and not to be disclosed to anyone outside the Contractor's organization without the written permission of the Contracting Officer.

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CERTIFICATE OF NON-DISCLOSURE

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USC TITLE 41, SECTION 423(a); PROHIBITION ON DISCLOSING PROCUREMENT  
INFORMATION

(1) A person described in paragraph (2) below shall not, other than as provided by law, knowingly disclose contractor bid or proposal information or source selection information before the award of a Federal agency procurement contract to which the information relates.

(2) Paragraph (1) above applies to any person who – (i) is a present or former official of the United States, or a person who is acting or has acted for or on behalf of, or who is advising or has advised the United States with respect to, a Federal agency procurement; and (ii) By virtue of that office, employment, or relationship, has or had access to contractor bid or proposal information or source selection information.

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I certify that I will not disclose acquisition-sensitive information (which includes, but is not limited to, contractor quote information and source selection information under the above law and FAR 3.104-2) regarding the Requirement, specifically, SOW: Support Services for the Office of Safeguards, Security, and Emergency Services. For the Office of Acquisition Management, Savannah River Operations Office, Department of Energy, unless authorized by the Contracting Officer or otherwise in accordance with the above law. This restriction applies to the following types of information:

- a. The identities of the vendors and proposed subcontractors.
- b. The content of any non-price (e.g. technical) or price quote.
- c. Methods, standards or procedures used to evaluate such quotes.
- d. Ratings, scores, finding or results obtained in the evaluation process.
- e. Cost or pricing information.
- f. Advance procurement information, such as proposed RFP changes, prior to public release.
- g. The names of individuals providing reference information about a vendor's or proposed subcontractor's past performance.
- h. Other contractor quote and source selection information under the above law.

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DATE

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SIGNATURE

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EMPLOYER

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TYPED OR PRINTED NAME

Attachment 2

IDIQ Contract No. 89303723DEM000012

Pricing Schedule

for

Technical Support Services

Office of Safeguards, Security and Emergency Services

Savannah River

Period of Performance: 04/01/2023 – 03/31/28 (inclusive of options)

**NOTE: ON FILE SUPPORTING DOCUMENTATION (6  
PAGES) SEE AWARD DECISION**

**Request for Quotation Solicitation Number DE-SOL-0011407**  
**Attachment 3 - List of DOE Directives and Manuals**

- DOE M 205.1-3, dated April 2007, DOE Telecommunications Security Manual
- DOE O 150.1 Continuity Programs
- DOE O 151.1C Comprehensive Emergency Management System
- DOE O 205.1B Chg 2 Department of Energy Cyber Security Program
- DOE O 206.1 Department of Energy Privacy Program
- DOE O 241.1B Scientific and Technical Information Management
- DOE O 470.3B Graded Security Protection (GSP) Policy
- DOE O 470.4B Admin Chg 1 Safeguards and Security Program
- DOE O 471.1B Identification and Protection of Unclassified Controlled Nuclear Information
- DOE O 471.3 Admin Chg 1 Identifying and Protecting Official Use Only Information
- DOE M 471.3-1 Admin Chg 1 Manual for Identifying and Protecting Official Use Only Information
- DOE O 471.6, Admin Chg. 1 Information Security
- DOE O 472.2 Personnel Security
- DOE O 473.3 Protection Program Operations
- DOE O 475.2A Identifying Classified Information

Contract Number 89303723DEM000012

U.S. DEPARTMENT OF ENERGY  
NATIONAL NUCLEAR SECURITY ADMINISTRATION

REPORTING REQUIREMENTS CHECKLIST

1. PROGRAM/PROJECT TITLE <b>Technical Support Services - Security</b>		2. IDENTIFICATION NUMBER <b>Request for Quotation Solicitation Number DE-SOL-0011407</b>		
3. PARTICIPANT NAME AND ADDRESS				
4. PLANNING AND REPORTING REQUIREMENTS				
<div><div>A. General Management</div><div><div><input checked="" type="checkbox"/> Management Plan</div><div><input checked="" type="checkbox"/> Status Report</div><div><input type="checkbox"/> Summary Report</div></div><div><div>B. Schedule/Labor/Cost</div><div><div><input type="checkbox"/> Milestone Schedule/Plan</div><div><input type="checkbox"/> Labor Management Plan</div><div><input type="checkbox"/> Facilities Capital Cost of Money Factors Comp.</div><div><input type="checkbox"/> Contract Facilities Capital and Cost of Money</div><div><input type="checkbox"/> Cost Plan</div><div><input checked="" type="checkbox"/> Milestone Schedule/Status</div><div><input checked="" type="checkbox"/> Labor Management Report</div><div><input type="checkbox"/> Cost Management Report</div></div></div><div><div>C. Exception Reports</div><div><div><input type="checkbox"/> Conference Record</div><div><input type="checkbox"/> Hot Line Report</div></div></div><div><div>D. Performance Measurement</div><div><div><input type="checkbox"/> Management Control System Description</div><div><div><input type="checkbox"/> WBS Dictionary</div><div><div><input type="checkbox"/> Index</div><div><input type="checkbox"/> Element Definition</div></div></div><div><div><input type="checkbox"/> Cost Performance Reports</div><div><div><input type="checkbox"/> Format 1 - WBS</div><div><input type="checkbox"/> Format 2 - Function</div><div><input type="checkbox"/> Format 3 - Baseline</div></div></div></div></div></div>		<div>Frequency</div> <div>A</div> <div>F</div> <div>A</div> <div>A</div> <div>M</div> <div>M</div>	<div><div>E. Financial Incentives</div><div><div><input type="checkbox"/> Statement of Income and Expenses</div><div><input type="checkbox"/> Balance Sheet</div><div><input type="checkbox"/> Cash Flow Statement</div><div><input type="checkbox"/> Statement of Changes in Financial Position</div><div><input type="checkbox"/> Loan Drawdown Report</div><div><input type="checkbox"/> Operating Budget</div><div><input type="checkbox"/> Supplementary Information</div></div><div><div>F. Technical</div><div><div><input type="checkbox"/> Notice of Energy R&amp;D Project</div><div><div>(Required with any of the following)</div><div><div>Technical Progress Report (Annual Accomplishment Report)</div><div><div><input type="checkbox"/> Draft for Review</div><div><input type="checkbox"/> Final for Approval</div></div></div><div><div><input type="checkbox"/> Topical Report</div><div><div>Final Technical Report</div><div><div><input type="checkbox"/> Draft for Review</div><div><input type="checkbox"/> Final for Approval</div></div></div><div><div><input type="checkbox"/> Software</div><div><div>Other (Specify):</div><div>A</div></div></div></div></div><div><b>Worker's Health and Safety Plan (Prior to Award)</b></div><div><div>G. Environment, Safety &amp; Health</div><div><input type="checkbox"/></div></div></div></div></div>	
5. FREQUENCY CODES				
A - As Required		BM — Bi-Monthly	S - Semi-Annually	
C - Change to Contractual Agreement		M - Monthly	X - With Significant Changes	
F - Final (end of effort)		O - Once After Award	Y - Yearly or Upon Renewal of Contractual Agreement/Revision of	
D — Daily		Q - Quarterly	Task Assignment	
6. SPECIAL INSTRUCTIONS (ATTACHMENTS)				
<input type="checkbox"/> Report Distribution List/Addresses		<input type="checkbox"/> Analysis Thresholds		
<input type="checkbox"/> Reporting Elements		<input type="checkbox"/> Work Breakdown Structure		
<input type="checkbox"/> Due Dates within <b>20 days after reporting period unless noted</b>		<input type="checkbox"/> Other ( <b>See attached</b> )		
7. PREPARED BY		8. REVIEWED BY		
<div><div>(Signature)</div><div>(Date)</div></div>		<div><div>(Signature)</div><div>(Date)</div></div>		

## 6. SPECIAL INSTRUCTIONS (Attachments)

**ATTACHMENT  
REPORT DISTRIBUTION LIST**

<b>Requirements</b>	<b>Frequency</b>	<b>Address Distribution (See Page 3)</b>
Management Plan	Within 15 calendar days after contract award date.	A, B
Summary Report	Final Summary Report within 15 calendars after completion of the contract.	A, B
Labor Management Plan	Within 15 calendar days after contract award date.	A, B
Cost Management Plan	Within 15 calendar days after contract award date.	A, B
Labor Management Report	Monthly (Submitted as part of monthly invoicing through VIPERS.)	
Cost Management Report	Monthly (Submitted as part of monthly invoicing through VIPERS.)	

List of Addresses

- |   |  |
|---|--|
| A. Savannah River Operations Office<br>Attn: Marie Garvin, Contracting Officer<br>P. O. Box<br>Aiken, SC 29802  | B. Savannah River Operations Office<br>Attn: Scott Boeke, Contracting Officer Representative<br>P. O. Box A<br>Aiken, SC 29802 |
| C. Oak Ridge Financial Service Center's (ORFSC)<br>Vendor Inquiry Payment Electronic Reporting System (VIPERS)<br><a href="http://finweb.oro.doe.gov/vipers.htm">http://finweb.oro.doe.gov/vipers.htm</a> |  |

Attachment 5

Wage Determination No. 2015-4465

Revision No. 21

REGISTER OF WAGE DETERMINATIONS UNDER THE  
SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Daniel W. Simms Director      Division of Wage  
DeterminationsU.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Wage Determination No.: 2015-4465

Revision No.: 21

Date of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into <u>on or after January 30, 2022</u> , or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>Executive Order 14026 generally applies to contract.</li> <li>The contractor must pay all covered workers <b>at least \$16.20 per hour</b> (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
If the contract was awarded <u>on or between January 1, 2015 and January 29, 2022</u> , and the contract is <u>not</u> renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>Executive Order 13658 generally applies to the contract.</li> <li>The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: Georgia, South Carolina

Area: Georgia Counties of Burke, Columbia, Lincoln, McDuffie, Richmond  
South Carolina Counties of Aiken, Edgefield

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

## OCCUPATION CODE - TITLE

FOOTNOTE      RATE

**01000 - Administrative Support And Clerical Occupations**

01011 - Accounting Clerk I	14 .55***
01012 - Accounting Clerk II	16 .33
01013 - Accounting Clerk III	18 .27
01020 - Administrative Assistant	27 .82
01035 - Court Reporter	18 .64



01041 - Customer Service Representative I	13 .14***
01042 - Customer Service Representative II	14 .34***
01043 - Customer Service Representative III	16 .09***
01051 - Data Entry Operator I	14 .39***
01052 - Data Entry Operator II	15 .70***
01060 - Dispatcher, Motor Vehicle	20 .04
01070 - Document Preparation Clerk	14 .84***
01090 - Duplicating Machine Operator	14 .84***
01111 - General Clerk I	13 .39***
01112 - General Clerk II	14 .49***
01113 - General Clerk III	16 .21
01120 - Housing Referral Assistant	20 .78
01141 - Messenger Courier	12 .44***
01191 - Order Clerk I	15 .08***
01192 - Order Clerk II	17 .16
01261 - Personnel Assistant (Employment) I	16 .74
01262 - Personnel Assistant (Employment) II	18 .72
01263 - Personnel Assistant (Employment) III	20 .87
01270 - Production Control Clerk	24 .21
01290 - Rental Clerk	14 .61***
01300 - Scheduler, Maintenance	16 .66
01311 - Secretary I	16 .66
01312 - Secretary II	18 .64
01313 - Secretary III	20 .78
01320 - Service Order Dispatcher	17 .91
01410 - Supply Technician	27 .82
01420 - Survey Worker	16 .97
01460 - Switchboard Operator/Receptionist	13 .88***
01531 - Travel Clerk I	13 .55***
01532 - Travel Clerk II	14 .95***
01533 - Travel Clerk III	16 .14***
01611 - Word Processor I	14 .84***
01612 - Word Processor II	16 .66
01613 - Word Processor III	18 .64

#### **05000 - Automotive Service Occupations**

05005 - Automobile Body Repairer, Fiberglass	22 .63
05010 - Automotive Electrician	19 .81
05040 - Automotive Glass Installer	18 .38
05070 - Automotive Worker	18 .65
05110 - Mobile Equipment Servicer	15 .93***
05130 - Motor Equipment Metal Mechanic	21 .07
05160 - Motor Equipment Metal Worker	18 .65
05190 - Motor Vehicle Mechanic	20 .76
05220 - Motor Vehicle Mechanic Helper	14 .87***

## 07000 - Food Preparation And Service Occupations

## 09000 - Furniture Maintenance And Repair Occupations

## 11000 - General Services And Support Occupations

## 12000 - Health Occupations

12010 - Ambulance Driver	15 .97***
12011 - Breath Alcohol Technician	20 .06
12012 - Certified Occupational Therapist Assistant	30 .22
12015 - Certified Physical Therapist Assistant	29 .80
12020 - Dental Assistant	18 .84
12025 - Dental Hygienist	29 .90
12030 - EKG Technician	32 .88

12035 - Electroneurodiagnostic Technologist	32 .88
12040 - Emergency Medical Technician	15 .97***
12071 - Licensed Practical Nurse I	17 .93
12072 - Licensed Practical Nurse II	20 .06
12073 - Licensed Practical Nurse III	22 .36
12100 - Medical Assistant	14 .92***
12130 - Medical Laboratory Technician	24 .25
12160 - Medical Record Clerk	19 .54
12190 - Medical Record Technician	21 .86
12195 - Medical Transcriptionist	17 .93
12210 - Nuclear Medicine Technologist	37 .57
12221 - Nursing Assistant I	11 .99***
12222 - Nursing Assistant II	13 .48***
12223 - Nursing Assistant III	14 .71***
12224 - Nursing Assistant IV	16 .51
12235 - Optical Dispenser	17 .64
12236 - Optical Technician	17 .93
12250 - Pharmacy Technician	17 .08
12280 - Phlebotomist	15 .53***
12305 - Radiologic Technologist	28 .82
12311 - Registered Nurse I	25 .86
12312 - Registered Nurse II	29 .83
12313 - Registered Nurse II, Specialist	29 .83
12314 - Registered Nurse III	36 .08
12315 - Registered Nurse III, Anesthetist	36 .08
12316 - Registered Nurse IV	43 .26
12317 - Scheduler (Drug and Alcohol Testing)	24 .85
12320 - Substance Abuse Treatment Counselor	22 .31

### 13000 - Information And Arts Occupations

13011 - Exhibits Specialist I	22 .54
13012 - Exhibits Specialist II	27 .91
13013 - Exhibits Specialist III	34 .15
13041 - Illustrator I	22 .54
13042 - Illustrator II	27 .91
13043 - Illustrator III	34 .15
13047 - Librarian	30 .92
13050 - Library Aide/Clerk	13 .42***
13054 - Library Information Technology Systems Administrator	27 .91
13058 - Library Technician	16 .35
13061 - Media Specialist I	20 .14
13062 - Media Specialist II	22 .54
13063 - Media Specialist III	25 .12

13071 - Photographer I 18 .95

13072 - Photographer II 21 .20

13073 - Photographer III	26 .27
13074 - Photographer IV	32 .14
13075 - Photographer V	38 .87
13090 - Technical Order Library Clerk	17 .31
13110 - Video Teleconference Technician	22 .89

**14000 - Information Technology Occupations**

14041 - Computer Operator I	18 .45
14042 - Computer Operator II	21 .56
14043 - Computer Operator III	24 .78
14044 - Computer Operator IV	27 .54
14045 - Computer Operator V	30 .50
14071 - Computer Programmer I	(see 1) 24 .88
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18 .45
14160 - Personal Computer Support Technician	27 .54
14170 - System Support Specialist	30 .50

**15000 - Instructional Occupations**

15010 - Aircrew Training Devices Instructor (Non-Rated)	31 .39
15020 - Aircrew Training Devices Instructor (Rated)	37 .97
15030 - Air Crew Training Devices Instructor (Pilot)	45 .52
15050 - Computer Based Training Specialist / Instructor	31 .39
15060 - Educational Technologist	36 .92
15070 - Flight Instructor (Pilot)	45 .52
15080 - Graphic Artist	22 .96
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	45 .52
15086 - Maintenance Test Pilot, Rotary Wing	45 .52
15088 - Non-Maintenance Test/Co-Pilot	45 .52
15090 - Technical Instructor	24 .20
15095 - Technical Instructor/Course Developer	29 .60
15110 - Test Proctor	19 .54
15120 - Tutor	19 .54

**16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations**

16010 - Assembler	10 .29***
16030 - Counter Attendant	10 .29***
16040 - Dry Cleaner	12 .35***
16070 - Finisher, Flatwork, Machine	10 .29***
16090 - Presser, Hand	10 .29***

16110 - Presser, Machine, Drycleaning	10 .29***
16130 - Presser, Machine, Shirts	10 .29***
16160 - Presser, Machine, Wearing Apparel, Laundry	10 .29***
16190 - Sewing Machine Operator	13 .05***
16220 - Tailor	13 .78***
16250 - Washer, Machine	10 .97***

**19000 - Machine Tool Operation And Repair Occupations**

19010 - Machine-Tool Operator (Tool Room)	20 .43
19040 - Tool And Die Maker	25 .54

**21000 - Materials Handling And Packing Occupations**

21020 - Forklift Operator	17 .58
21030 - Material Coordinator	24 .15
21040 - Material Expediter	24 .15
21050 - Material Handling Laborer	13 .53***
21071 - Order Filler	12 .69***
21080 - Production Line Worker (Food Processing)	17 .58
21110 - Shipping Packer	17 .51
21130 - Shipping/Receiving Clerk	17 .51
21140 - Store Worker I	11 .94***
21150 - Stock Clerk	16 .99
21210 - Tools And Parts Attendant	17 .58
21410 - Warehouse Specialist	17 .58

**23000 - Mechanics And Maintenance And Repair Occupations**

23010 - Aerospace Structural Welder	29 .09
23019 - Aircraft Logs and Records Technician	22 .74
23021 - Aircraft Mechanic I	27 .44
23022 - Aircraft Mechanic II	29 .09
23023 - Aircraft Mechanic III	30 .61
23040 - Aircraft Mechanic Helper	19 .50
23050 - Aircraft, Painter	25 .79
23060 - Aircraft Servicer	22 .74
23070 - Aircraft Survival Flight Equipment Technician	25 .79
23080 - Aircraft Worker	24 .30
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24 .30
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27 .44
23110 - Appliance Mechanic	22 .34
23120 - Bicycle Repairer	19 .18
23125 - Cable Splicer	35 .24
23130 - Carpenter, Maintenance	23 .01
23140 - Carpet Layer	20 .66
23160 - Electrician, Maintenance	26 .27
23181 - Electronics Technician Maintenance I	27 .26

23182 - Electronics Technician Maintenance II	28 .93
23183 - Electronics Technician Maintenance III	30 .78
23260 - Fabric Worker	20 .72
23290 - Fire Alarm System Mechanic	19 .80
23310 - Fire Extinguisher Repairer	19 .18
23311 - Fuel Distribution System Mechanic	26 .84
23312 - Fuel Distribution System Operator	20 .92
23370 - General Maintenance Worker	19 .25
23380 - Ground Support Equipment Mechanic	27 .44
23381 - Ground Support Equipment Servicer	22 .74
23382 - Ground Support Equipment Worker	24 .30
23391 - Gunsmith I	19 .18
23392 - Gunsmith II	22 .14
23393 - Gunsmith III	25 .00
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21 .40
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	22 .69
23430 - Heavy Equipment Mechanic	25 .61
23440 - Heavy Equipment Operator	21 .07
23460 - Instrument Mechanic	25 .00
23465 - Laboratory/Shelter Mechanic	23 .50
23470 - Laborer	13 .53***
23510 - Locksmith	20 .46
23530 - Machinery Maintenance Mechanic	28 .90
23550 - Machinist, Maintenance	22 .85
23580 - Maintenance Trades Helper	15 .16***
23591 - Metrology Technician I	25 .00
23592 - Metrology Technician II	26 .50
23593 - Metrology Technician III	27 .88
23640 - Millwright	28 .74
23710 - Office Appliance Repairer	17 .81
23760 - Painter, Maintenance	17 .49
23790 - Pipefitter, Maintenance	25 .00
23810 - Plumber, Maintenance	23 .50
23820 - Pneudraulic Systems Mechanic	25 .00
23850 - Rigger	25 .00
23870 - Scale Mechanic	22 .14
23890 - Sheet-Metal Worker, Maintenance	24 .84
23910 - Small Engine Mechanic	18 .99
23931 - Telecommunications Mechanic I	25 .65
23932 - Telecommunications Mechanic II	27 .19
23950 - Telephone Lineman	25 .00
23960 - Welder, Combination, Maintenance	23 .13
23965 - Well Driller	25 .00
23970 - Woodcraft Worker	25 .00

23980 - Woodworker	19 .18
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**24000 - Personal Needs Occupations**

24550 - Case Manager	15 .17***
24570 - Child Care Attendant	11 .00***
24580 - Child Care Center Clerk	14 .13***
24610 - Chore Aide	11 .24***
24620 - Family Readiness And Support Services Coordinator	15 .17***
24630 - Homemaker	15 .71***

**25000 - Plant And System Operations Occupations**

25010 - Boiler Tender	28 .99
25040 - Sewage Plant Operator	20 .87
25070 - Stationary Engineer	28 .99
25190 - Ventilation Equipment Tender	20 .49
25210 - Water Treatment Plant Operator	20 .87

**27000 - Protective Service Occupations**

27004 - Alarm Monitor	17 .74
27007 - Baggage Inspector	15 .96***
27008 - Corrections Officer	17 .76
27010 - Court Security Officer	18 .73
27030 - Detection Dog Handler	17 .85
27040 - Detention Officer	17 .76
27070 - Firefighter	18 .51
27101 - Guard I	15 .96***
27102 - Guard II	17 .85
27131 - Police Officer I	21 .84
27132 - Police Officer II	24 .27

**28000 - Recreation Occupations**

28041 - Carnival Equipment Operator	12 .58***
28042 - Carnival Equipment Repairer	13 .68***
28043 - Carnival Worker	9 .14***
28210 - Gate Attendant/Gate Tender	17 .30
28310 - Lifeguard	11 .34***
28350 - Park Attendant (Aide)	19 .36
28510 - Recreation Aide/Health Facility Attendant	14 .14***
28515 - Recreation Specialist	23 .85
28630 - Sports Official	15 .43***
28690 - Swimming Pool Operator	17 .62

**29000 - Stevedoring/Longshoremen Occupational Services**

29010 - Blocker And Bracer	29 .36
29020 - Hatch Tender	29 .36
29030 - Line Handler	29 .36

29041 - Stevedore I	27 .48
29042 - Stevedore II	31 .17

**30000 - Technical Occupations**

30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	41 .26
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	28 .46
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	31 .33
30021 - Archeological Technician I		20 .28
30022 - Archeological Technician II		22 .69
30023 - Archeological Technician III		28 .11
30030 - Cartographic Technician		27 .87
30040 - Civil Engineering Technician		26 .72
30051 - Cryogenic Technician I		28 .14
30052 - Cryogenic Technician II		31 .09
30061 - Drafter/CAD Operator I		20 .28
30062 - Drafter/CAD Operator II		22 .69
30063 - Drafter/CAD Operator III		25 .28
30064 - Drafter/CAD Operator IV		29 .85
30081 - Engineering Technician I		17 .77
30082 - Engineering Technician II		20 .10
30083 - Engineering Technician III		22 .53
30084 - Engineering Technician IV		27 .93
30085 - Engineering Technician V		32 .62
30086 - Engineering Technician VI		37 .46
30090 - Environmental Technician		30 .54
30095 - Evidence Control Specialist		25 .41
30210 - Laboratory Technician		27 .17
30221 - Latent Fingerprint Technician I		28 .14
30222 - Latent Fingerprint Technician II		31 .09
30240 - Mathematical Technician		30 .54
30361 - Paralegal/Legal Assistant I		18 .68
30362 - Paralegal/Legal Assistant II		23 .14
30363 - Paralegal/Legal Assistant III		28 .31
30364 - Paralegal/Legal Assistant IV		34 .24
30375 - Petroleum Supply Specialist		31 .09
30390 - Photo-Optics Technician		27 .76
30395 - Radiation Control Technician		31 .09
30461 - Technical Writer I		26 .03
30462 - Technical Writer II		31 .85
30463 - Technical Writer III		38 .52
30491 - Unexploded Ordnance (UXO) Technician I		26 .22
30492 - Unexploded Ordnance (UXO) Technician II		31 .73
30493 - Unexploded Ordnance (UXO) Technician III		38 .03
30494 - Unexploded (UXO) Safety Escort		26 .22



30495 - Unexploded (UXO) Sweep Personnel		26 .22
30501 - Weather Forecaster I		29 .85
30502 - Weather Forecaster II		36 .31
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	25 .28
30621 - Weather Observer, Senior	(see 2)	26 .00

### **31000 - Transportation/Mobile Equipment Operation Occupations**

31010 - Airplane Pilot		31 .73
31020 - Bus Aide		12 .58***
31030 - Bus Driver		16 .50
31043 - Driver Courier		16 .22
31260 - Parking and Lot Attendant		10 .89***
31290 - Shuttle Bus Driver		16 .39
31310 - Taxi Driver		11 .80***
31361 - Truckdriver, Light		17 .63
31362 - Truckdriver, Medium		19 .04
31363 - Truckdriver, Heavy		22 .07
31364 - Truckdriver, Tractor-Trailer		22 .07

### **99000 - Miscellaneous Occupations**

99020 - Cabin Safety Specialist		15 .47***
99030 - Cashier		10 .47***
99050 - Desk Clerk		10 .72***
99095 - Embalmer		26 .29
99130 - Flight Follower		26 .22
99251 - Laboratory Animal Caretaker I		14 .30***
99252 - Laboratory Animal Caretaker II		15 .52***
99260 - Marketing Analyst		26 .78
99310 - Mortician		26 .29
99410 - Pest Controller		17 .51
99510 - Photofinishing Worker		13 .78***
99710 - Recycling Laborer		16 .41
99711 - Recycling Specialist		19 .99
99730 - Refuse Collector		14 .53***
99810 - Sales Clerk		11 .29***
99820 - School Crossing Guard		13 .42***
99830 - Survey Party Chief		22 .77
99831 - Surveying Aide		14 .82***
99832 - Surveying Technician		20 .25
99840 - Vending Machine Attendant		18 .66
99841 - Vending Machine Repairer		23 .41
99842 - Vending Machine Repairer Helper		18 .66

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

#### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

#### THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).