

**Section I**

**Part II - Contract Clauses**

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I.1 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this internet address:

<http://farsite.hill.af.mil/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	Jul 2004	Definitions (As modified by DEAR 952.202-1)
52.203-3	Apr 1984	Gratuities
52.203-5	Apr 1984	Covenant Against Contingent Fees
52.203-6	Sep 2006	Restrictions on Sub Contractor Sales to the Government
52.203-7	Jul 1995	Anti-Kickback Procedures
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Sep 2007	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper
52.204-7	Apr 2008	Central Contractor Registration
52.209-6	Sep 2006	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.215-2	Jun 1999	Audit and Records--Negotiation
52.215-8	Oct 1997	Order of Precedence--Uniform Contract Format
52.219-8	Oct 2000	Utilization of Small Business Concerns
52.219-9	Nov 2007	Small Business Subcontracting Plan
52.222-3	Jun 2003	Convict Labor
52.222-21	Feb 1999	Prohibition of Segregated Facilities
52.222-26	Mar 2007	Equal Opportunity
52.222-35	Sep 2006	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Sep 2006	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-41	Nov 2007	Service Contract Act of 1965
52.222-43	Nov 2006	Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple year and Option Contracts)
52.223-5	Aug 2003	Pollution Prevention and Right-to-Know Information
52.223-6	May 2001	Drug-Free Workplace
52.223-14	Aug 2003	Toxic Chemical Release Reporting
52.224-1	Apr 1984	Privacy Act Notification
52.224-2	Apr 1984	Privacy Act
52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
52.227-1	Dec 2007	Authorization and Consent
52.227-14	Dec 2007	Rights in Data--General

NUMBER	DATE	TITLE
52.229-3	Apr 2003	Federal, State, and Local Taxes
52.232-1	Apr 1984	Payments
52.232-7	Feb 2007	Payments under Time-and-Materials and Labor Hour Contracts <sup>1</sup>
52.232-8	Feb 2002	Discounts for Prompt Payment
52.232-11	Apr 1984	Extras
52.232-18	Apr 1984	Availability of Funds
52.232-22	Apr 1984	Limitation of Funds <sup>2</sup>
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Oct 2003	Prompt Payment
52.232-33	Oct 2003	Payment by Electronic Funds Transfer--Central Contractor Registration
52.233-1	Jul 2002	Disputes (Alt. I, Dec 1991)
52.233-3	Aug 1996	Protest After Award
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.237-3	Jan 1991	Continuity of Services
52.239-1	Aug 1991	Privacy or Security Safeguards
52.242-1	Apr 1984	Notice of Intent to Disallow Costs <sup>3</sup>
52.242-3	May 2001	Penalties for Unallowable Costs
52.242-13	Jul 1995	Bankruptcy
52.243-1	Aug 1987	Changes--Fixed-Price (Alt. I, Apr 1984)
52.243-2	Aug 1987	Changes--Cost Reimbursement (Alt. I, Apr 1984) <sup>4</sup>
52.243-3	Sep 2000	Changes--Time and Materials <sup>5</sup>
52.244-2	Jun 2007	Subcontracts (Alt. II, Aug 1998)
52.245-1	Jun 2007	Government Property
52.246-25	Feb 1997	Limitation of Liability--Services
52.249-2	May 2004	Termination for Convenience of the Government (Fixed-Price)
52.249-6	May 2004	Termination (Cost-Reimbursement) <sup>6</sup>
52.249-6	May 2004	Termination (Cost-Reimbursement) (Alt. V, Sep 1996) <sup>7</sup>
52.249-8	Apr 1984	Default (Fixed-Price Supply and Service)
52.249-14	Apr 1984	Excusable Delays <sup>8</sup>
52.253-1	Jan 1991	Computer Generated Forms

DEPARTMENT OF ENERGY ACQUISITION REGULATION (DEAR) CLAUSES

NUMBER	DATE	TITLE
952.203-70	Dec 2000	Whistleblower Protection for Contractor Employees

1 FAR 52.232-7, Payments under Time-and-Materials and Labor Hour Contracts, applies to CLIN0008 only.

2 FAR 52.232-22, Limitation of Funds, applies to CLIN0009 only.

3 FAR 52.242-1, Notice of Intent to Disallow Costs, applies to CLIN0009 as well as the Performance Based Incentive Fee in Section B.5.

4 FAR 52.243-2, Changes--Cost Reimbursement (Alt. I, Apr 1984), applies to CLIN0009 only.

5 FAR 52.243-3, Changes--Time and Materials, applies to CLIN0008 only.

6 FAR 52.249-6, Termination (Cost-Reimbursement), applies to CLIN0009 only.

7 FAR 52.249-6, Termination (Cost-Reimbursement) (Alt. V, Sep 1996), applies to CLIN0008 only.

8 FAR 52.249-14, Excusable Delays, applies to CLIN0008 and CLIN0009 only.

952.208-70	Apr 1984	Printing
952.209-72	Jun 1997	Organizational Conflicts of Interest
952.224-70	Apr 1984	Paperwork Reduction Act
952.226-74	Jun 1997	Displaced Employee Hiring Preference
952-251-70	Dec 2000	Contractor Employee Travel Discounts

I.2 FAR 52.217-8 Option to Extend Services (Nov 1999)

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

I.3 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

a. The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years, six months.

I.4 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

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

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

Employee Class

Monetary Wage--Fringe Benefits

Equivalent Federal Hire Classifications, Wages, and Benefit Programs are described on the Office of Personal Management website at [www.opm.gov](http://www.opm.gov)

I.5 DEAR 970.5204-2 Laws, Regulations, and DOE Directives (Dec 2000)

a. In performing work under this contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief

has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and Regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.

b. In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the Contracting Officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise List B and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise List B and so advise the Contractor not later than 30 days prior to the effective date of the revision of List B. The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, "Changes."

c. Environmental, Safety, and Health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the Contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.

d. Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this contract.

e. Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

#### I.6 DEAR 970.5204-3 Access to and Ownership of Records (Jul 2005)

a. Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the Contractor in its performance of this contract shall be the property of

the Government and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of the contract.

b. Contractor-owned records. The following records are considered the property of the Contractor and are not within the scope of paragraph (a) of this clause.

1. Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the contract as being maintained in Privacy Act systems of records.

[70 FR 37010 Jun. 28, 2005]

2. Confidential Contractor financial information, and correspondence between the Contractor and other segments of the Contractor located away from the DOE facility (i.e., the Contractor's corporate headquarters);

3. Records relating to any procurement action by the Contractor, except for records that under 48 CFR 970.5232-3, Accounts, Records, and Inspection, are described as the property of the Government; and

4. Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and

5. The following categories of records maintained pursuant to the technology transfer clause of this contract:

- i. Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.

- ii. The Contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.

- iii. Patent, copyright, mask work, and trademark application files and related Contractor invention disclosures, documents and correspondence, where the Contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

c. Contract completion or termination. In the event of completion or termination of this contract, copies of any of the Contractor-owned records identified in paragraph (b) of this clause, upon the request of the Government, shall be delivered to DOE or its designees, including successor Contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such

records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.

d. Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

e. Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.

f. Records retention standards. Special records retention standards, described at DOE Order 200.1, Information Management Program (version in effect on effective date of contract), are applicable for the classes of records described therein, whether or not the records are owned by the Government or the Contractor. In addition, the Contractor shall retain individual radiation exposure records generated in the performance of work under this contract until DOE authorizes disposal. The Government may waive application of these record retention schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies and delivery of records described in paragraphs (a) and (b) of this clause.

g. Subcontracts. The Contractor shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:

1. The value of the subcontract is greater than \$2 million (unless specifically waived by the Contracting Officer);
2. The Contracting Officer determines that the subcontract is, or involves, a critical task related to the contract; or
3. The subcontract includes 48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause.