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Part II – Contract Clauses

Section I

Contract Clauses

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

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

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

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

I.2 FAR 52.252-6 Authorized Deviations in Clauses (Nov 2020)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.3	52.202-1	Definitions (Jun 2020)	
I.4	52.203-3	Gratuities (Apr 1984)	
I.5	52.203-5	Covenant Against Contingent Fees (May 2014)	
I.6	52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
I.7	52.203-7	Anti-Kickback Procedures (Jun 2020)	
I.8	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
I.9	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
I.10	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)	
I.11	52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)	
I.12	52.203-14	Display of Hotline Poster(s) (Nov 2021)	(b)(3) DOE Office of Inspector General <u>Hotline Poster</u>
I.13	52.203-16	Preventing Personal Conflicts of Interest (Jun 2020)	
I.14	52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)	
I.15	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
I.16	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	

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Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.17	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
I.18	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)	
I.19	52.204-13	System for Award Management Maintenance (Oct 2018)	
I.20	52.204-14	Service Contract Reporting Requirements (Oct 2016)	
I.21	52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	
I.22	52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
I.23	52.204-21 Full Text Below	Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)	
I.24	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Dec 2023)	
I.25	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	
I.26	52.204-27	Prohibition on a ByteDance Covered Application (June 2023)	
I.27	52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021)	
I.28	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)	
I.29	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)	
I.30	52.210-1	Market Research (Nov 2021)	
I.31	52.215-2	Audit and Records—Negotiation (Jun 2020)	
I.32	52.215-8	Order of Precedence—Uniform Contract Format (Oct 1997)	
I.33	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Jun 2020)	
I.34	52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications (Jun 2020)	
I.35	52.215-14	Integrity of Unit Prices (Nov 2021) – Alt I (Oct 1997)	
I.36	52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
I.37	52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.	

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Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.38	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (Jul 2005)	
I.39	52.215-19	Notification of Ownership Changes (Oct 1997)	
I.40	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Nov 2021) –Alt III (Oct 1997)	(c) email , as requested by the Contracting Officer.
I.41	52.215-23	Limitations on Pass-Through Charges (Jun 2020)	
I.42	52.216-7	Allowable Cost and Payment (Aug 2018), as modified by DEAR 952.216-7 (Applies to CR CLIN only)	(a)(3) 30th (cost invoices) and 30th (fee invoices)
I.43	52.216-8	Fixed Fee (Jun 2011)(<i>Applies to CR with fixed fee only</i>)	
I.44	52.217-8	Option to Extend Services (Nov 1999)	any time prior to the expiration of the contract, as applicable
I.45	52.219-6	Notice of Total Small Business Set-Aside (Nov 2020)	
I.46	52.219-8	Utilization of Small Business Concerns (Sep 2023)	
I.47	52.219-14	Limitations on Subcontracting (Oct 2022)	(f) (1) By the end of the base term of the contract and then by the end of each subsequent option period
I.48	52.219-28	Post-Award Small Business Program Re-representation (Sep 2023)	(h) [Contractor Fill-In, post-award, as applicable]
I.49	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
I.50	52.222-2	Payment for Overtime Premiums (Jul 1990)	(a) \$0
I.51	52.222-3	Convict Labor (Jun 2003)	
I.52	52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation (May 2018)	
I.53	52.222-19	Child Labor – Cooperation with Authorities and Remedies (Nov 2023)	
I.54	52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020)	
I.55	52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
I.56	52.222-26	Equal Opportunity (Sep 2016)	
I.57	52.222-35	Equal Opportunity for Veterans (Jun 2020)	
I.58	52.222-36	Equal Opportunity for Workers With Disabilities (Jun 2020)	
I.59	52.222-37	Employment Reports on Veterans (Jun 2020)	
I.60	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
I.61	52.222-41	Service Contract Labor Standards (Aug 2018)	

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Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.62	52.222-42 Full Text Below	Statement of Equivalent Rates for Federal Hires (May 2014)	See full text below
I.63	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts) (Aug 2018)	
I.64	52.222-44	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014)	
I.65	52.222-50	Combating Trafficking in Persons (Nov 2021)	
I.66	52.222-54	Employment Eligibility Verification (May 2022)	
I.67	52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)	
I.68	52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2022)	
I.69	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)	
I.70	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
I.71	52.223-6	Drug-Free Workplace (May 2001)	
I.72	52.223-9 Full Text Below	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)	(b)(2) the Contracting Officer
I.73	52.223-10	Waste Reduction Program (May 2011)	
I.74	52.223-13	Acquisition of EPEAT® – Registered Imaging Equipment (Jun 2014)	
I.75	52.223-14	Acquisition of EPEAT® – Registered Televisions (Jun 2014)	
I.76	52.223-15	Energy Efficiency in Energy-Consuming Products (May 2020)	
I.77	52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015)	
I.78	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (Aug 2018)	
I.79	52.223-18	Encouraging Contractors Policies to Ban Text Messaging While Driving (Jun 2020)	
I.80	52.223-19	Compliance with Environmental Management Systems (May 2011)	
I.81	52.224-1	Privacy Act Notification (Apr 1984)	
I.82	52.224-2	Privacy Act (Apr 1984)	
I.83	52.224-3	Privacy Training (Jan 2017)	
I.84	52.225-1	Buy American – Supplies (Oct 2022)	
I.85	52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)	
I.86	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	
I.87	52.227-1	Authorization and Consent (Jun 2020)	

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Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.88	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)	
I.89	52.227-3	Patent Indemnity (Apr 1984)	
I.90	52.227-14	Rights in Data – General (May 2014) – Alt II (Dec 2007), Alt III (Dec 2007), and Alt V (Dec 2007) (as modified by DEAR 927.409)	
I.91	52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	[Offeror Fill-In]
I.92	52.228-5	Insurance – Work on a Government Installation (Jan 1997) (Applies to FFP CLIN only)	
I.93	52.229-3	Federal, State, and Local Taxes (Feb 2013) (<i>Applies to FFP Transition CLIN</i>)	
I.94	52.232-1	Payments (Apr 1984) (<i>Applies to FFP Transition CLIN</i>)	
I.95	52.232-8	Discounts for Prompt Payment (Feb 2002) (<i>Applies to FFP Transition CLIN</i>)	
I.96	52.232-9	Limitation on Withholding of Payments (Apr 1984)	
I.97	52.232-11	Extras (Apr 1984) (<i>Applies to FFP Transition CLIN</i>)	
I.98	52.232-17	Interest (May 2014)	
I.99	52.232-18	Availability of Funds (Apr 1984)	
I.100	52.232-22	Limitation of Funds (Apr 1984)	
I.101	52.232-23	Assignment of Claims (May 2014)	
I.102	52.232-25	Prompt Payment (Jan 2017) – Alt I (Feb 2002) (<i>Alternate I applies to CR CLINs</i>)	
I.103	52.232-33	Payment by Electronic Funds Transfer—System for Award Management (Oct 2018)	
I.104	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
I.105	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	
I.106	52.233-1	Disputes (May 2014) – Alt I (Dec 1991)	
I.107	52.233-3	Protest after Award (Aug 1996) – Alt I (Jun 1985)	
I.108	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
I.109	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
I.110	52.237-3	Continuity of Services (Jan 1991)	
I.111	52.239-1	Privacy or Security Safeguards (Aug 1996)	
I.112	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	
I.113	52.242-3	Penalties for Unallowable Costs (Dec 2022)	
I.114	52.242-4	Certification of Final Indirect Costs (Jan 1997)	
I.115	52.242-13	Bankruptcy (Jul 1995)	
I.116	52.243-1	Changes – Fixed Price (Aug 1987) – Alt II (Apr 1984)	

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Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.117	52.243-2	Changes – Cost-Reimbursement (Aug 1987) – Alt II (Apr 1984), Alt III (Apr 1984)	
I.118	52.243-4	Changes (Jun 2007)	
I.119	52.243-6	Change Order Accounting (Apr 1984)	
I.120	52.243-7	Notification of Changes (Jan 2017)	
I.121	52.244-2	Subcontracts (Jun 2020) – Alt I (Jun 2020)	(d) The DOE Contracting Officer will issue within 30 days from Notice to Proceed a letter to the Contractor setting thresholds for consent to subcontract for all subcontract types; (j) [Contracting Officer Fill-In during transition]
I.122	52.244-5	Competition in Subcontracting (Dec 1996)	
I.123	52.244-6	Subcontracts for Commercial Products and Commercial Services (Dec 2023)	
I.124	52.245-1	Government Property (Sep 2021)	
I.125	52.245-9	Use and Charges (Apr 2012)	
I.126	52.246-25	Limitation of Liability—Services (Feb 1997)	
I.127	52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy Contract No. [Contracting Officer Fill-In at Award]; the Contract Administration Office specified in Section G
I.128	52.247-67 Full Text Below	Submission of Transportation Documents for Audit (Feb 2006)	
I.129	52.248-1	Value Engineering (Jun 2020)	(m) Contract number will be inserted at time of award
I.130	52.249-2	Termination for the Convenience of the Government (Fixed-Price) (Apr 2012) (Applies to FFP CLIN only)	
I.131	52.249-6	Termination (Cost-Reimbursement) (May 2004) – Alt I (Sep 1996) (Applies to CR CLIN only)	
I.132	52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984) (Applies to FFP CLIN only)	
I.133	52.249-14	Excusable Delays (Apr 1984) (Applies to CR CLIN only)	
I.134	52.251-1	Government Supply Sources (Apr 2012)	
I.135	52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	

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Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.136	52.253-1	Computer Generated Forms (Jan 1991)	
I.137	952.202-1	Definitions (Feb 2011)	
I.138	952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	
I.139	952.204-2	Security Requirements (Aug 2016)	
I.140	952.204-70	Classification/Declassification (Sep 1997)	
I.141	952.204-75	Public Affairs (Dec 2000)	
I.142	952.204-76	Conditional payment of fee or profit—safeguarding restricted data and other classified information (Jan 2004)	
I.143	952.204-77	Computer Security (Aug 2006)	
I.144	952.208-7	Tagging of Leased Vehicles (Apr 1984)	
I.145	952.208-70	Printing (Apr 1984)	
I.146	952.209-72	Organizational Conflicts of Interest (Aug 2009) – Alt I (Feb 2011)	(b)(1)(i) one (1)
I.147	952.215-70	Key Personnel (Dec 2000)	
I.148	952.216-7	Allowable Cost and Payment (Feb 2011)	
I.149	952.217-70	Acquisition of Real Property (Mar 2011)	
I.150	952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	
I.151	952.223-78	Sustainable Acquisition Program (Oct 2010)	
I.152	952.225-71	Compliance with Export Control Laws and Regulations (Nov 2015)	
I.153	952.226-74	Displaced Employee Hiring Preference (Jun 1997)	
I.154	952.231-71	Insurance-Litigation and Claims (Jul 2013)	
I.155	952.242-70	Technical Direction (Dec 2000)	
I.156	952.251-70	Contractor Employee Travel Discounts (Aug 2009)	
I.157	970.5204-3 Full Text Below	Access To and Ownership of Records (Oct 2014) (DEVIATION) (Issued by DOE Policy Flash 2015-23)	

Acronyms:

CR = cost reimbursement
 DEAR = U.S. Department of Energy Acquisition Regulation
 DOE = U.S. Department of Energy
 EPA = U.S. Environmental Protection Agency
 FAR = Federal Acquisition Regulation
 FFP = firm fixed price
 HUBZone = Historically Underutilized Business Zone
 PRB = post-retirement benefit
 TBD = to be determined

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

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

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**I.25 FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems
(Nov 2021)**

(a) Definitions. As used in this clause–

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
 - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

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- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

I.62 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

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

This Statement is for Information Only: It is not a Wage Determination (Please refer to Section J, Attachment J-7 for Wage Determinations applicable to this Contract).

For Washington District of Columbia:

Table I-2. Classes of Service, Wage, and Fringe Benefits

Classifications	Grade	Equivalent Pay
Administrative Assistant II	GS-7	\$26.80
Administrative Services Manager	GS-8	\$29.68
Environmental Technician I	GS-7	\$26.80
Environmental Technician II	GS-8	\$29.68
Environmental Technician III	GS-9	\$32.78
Project Support Specialist	GS-11	\$39.66

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Table I-2. Classes of Service, Wage, and Fringe Benefits

Classifications	Grade	Equivalent Pay
Risk Analyst I	GS-9	\$32.78

SCA Fringe Rate: (June 2023)

\$4.57 (EO 13706 applies)

\$4.98 (EO 13706 does not apply)

I.72 FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated- Products (May 2008)

(a) Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall:

- (1) Estimate the percentage of the total recovered material content for EPA designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to the Contracting Officer.

I.128 FAR 52.247-67 Submission of Transportation Documents for Audit (Feb 2006)

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

- (1) By the Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to:

[Contracting Officer identified in Section G]

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I.157 DEAR 970.5204-3 Access To and Ownership of Records (Oct 2014) (DEVIATION)
(Issued by DOE Policy Flash 2015-23)

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."
- (b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.
- (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health related records and similar files), and non-employee patient medical/health--related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.
 - (2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
 - (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and
 - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney--client and attorney work product privileges; and
 - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
 - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
 - (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
 - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

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- (c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.
- (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. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- (f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR) Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved- Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.
- (g) Subcontracts.
- (1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223–72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement

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processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

- (2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

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