

PART II – CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

TABLE OF CONTENTS

I.1	FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	1
I.2	FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)	1
	Table I-1. Clauses	1
I.23	FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)	14
I.43	FAR 52.216-18 ORDERING (AUG 2020)	16
I.44	FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)	17
I.45	FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)	17
I.47	FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (APPLIES TO TASK ORDERS WITH AN OPTION(S) ONLY)	17
I.72	FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)	18
I.73	FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)	18
I.88	FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items	19
I.209	DEAR 970.5204-3 Access To and Ownership of Records (Oct 2014) (DEVIATION) (Issued by Policy Flash 2015-23)	19

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<https://www.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.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.3	FAR 52.202-1	Definitions (JUN 2020)	
I.4	FAR 52.203-3	Gratuities (APR 1984)	
I.5	FAR 52.203-5	Covenant Against Contingent Fees (MAY 2014)	
I.6	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020)	
I.7	FAR 52.203-7	Anti-Kickback Procedures (JUN 2020)	
I.8	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)	
I.9	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)	
I.10	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)	
I.11	FAR 52.203-13	Contractor Code of Business Ethics and Conduct (NOV 2021)	
I.12	FAR 52.203-14	Display of Hotline Poster(s) (NOV 2021)	(b)(3) DOE IG Hotline Poster: https://www.energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.13	FAR 52.203-16	Preventing Personal Conflicts of Interest (JUN 2020)	
I.14	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (JUN 2020)	
I.15	FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)	
I.16	FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)	
I.17	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	
I.18	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)	
I.19	FAR 52.204-13	System for Award Management Maintenance (OCT 2018)	
I.20	FAR 52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts (OCT 2016)	
I.21	FAR 52.204-18	Commercial and Government Entity Code Maintenance (AUG 2020)	
I.22	FAR 52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)	
I.23	FAR 52.204-21 Full Text Below	Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)	
I.24	FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and other Covered Entities (NOV 2021)	
I.25	FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)	
I.26	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.27	FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)	
I.28	FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)	
I.29	FAR 52.210-1	Market Research (NOV 2021)	
I.30	FAR 52.215-2	Audit and Records – Negotiation (JUN 2020)	
I.31	FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)	
I.32	FAR 52.215-11	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (JUN 2020)	
I.33	FAR 52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (JUN 2020)	
I.34	FAR 52.215-14	Integrity of Unit Prices (NOV 2021)	
I.35	FAR 52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
I.36	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997) [NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.]	
I.37	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)	
I.38	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	
I.39	FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications (NOV 2021) - Alternate III (OCT 1997)	(c) Microsoft Excel® as requested by the Contracting Officer.
I.40	FAR 52.215-23	Limitations on Pass-Through Charges (JUN 2020)	
I.41	FAR 52.216-7	Allowable Cost and Payment (AUG 2018) as modified by DEAR 952.216-7 [Applies to CR Task Orders only]	(a)(3) 30th (cost invoices) and 30th (fee invoices)
I.42	FAR 52.216-10	Incentive Fee (JUN 2011)	(e)(1) 30, 30, 15, zero

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.43	FAR 52.216-18 Full Text Below	Ordering (AUG 2020)	(a) from effective date of contract award through the end of the total contract ordering period
I.44	FAR 52.216-19 Full Text Below	Order Limitations (OCT 1995)	(a) \$10,000.00 (b)(1) \$2,000,000,000.00 (b)(2) \$2,000,000,000.00 (b)(3) 365 (d) 5
I.45	FAR 52.216-22 Full Text Below	Indefinite Quantity (OCT 1995)	five (5) years beyond the end of the contract ordering period
I.46	FAR 52.217-8	Option to Extend Services (NOV 1999)	any time prior to the expiration of the Task Order, as applicable
I.47	FAR 52.217-9 Full Text Below	Option to Extend the Term of the Contract (MAR 2000) (Applies to Tasks Orders with an Option(s) Only	(a) TBD on Task Order level; TBD on Task Order level (b) (c) TBD on Task Order level
I.48	FAR 52.219-6	Notice of Total Small Business Set-Aside (NOV 2020)	
I.49	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2022)	
I.50	FAR 52.219-13	Notice of Set-Aside of Orders (MAR 2020)	
I.51	FAR 52.219-14	Limitations on Subcontracting (OCT 2022)	
I.52	FAR 52.219-28	Post-Award Small Business Program Re-representation (Sep 2021)	(h) [Contractor Fill-In, post-award, as applicable]
I.53	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)	
I.54	FAR 52.222-2	Payment for Overtime Premiums (JUL 1990) (Applies to CPAF Task Orders only)	(a) zero
I.55	FAR 52.222-3	Convict Labor (JUN 2003)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.56	FAR 52.222-4	Contract Work Hours and Safety Standards -- Overtime compensation (MAY 2018) Applies to construction work only	
I.57	FAR 52.222-6	Construction Wage Rate Requirements (AUG 2018) Applies to construction work only	
I.58	FAR 52.222-7	Withholding of Funds (MAY 2014) Applies to construction work only	
I.59	FAR 52.222-8	Payrolls and Basic Records (JUL 2021) Applies to construction work only	
I.60	FAR 52.222-9	Apprentices and Trainees (JUL 2005) Applies to construction work only	
I.61	FAR 52.222-10	Compliance with Copeland Act Requirements (FEB 1988) Applies to construction work only	
I.62	FAR 52.222-11	Subcontracts (Labor Standards) (MAY 2014) Applies to construction work only	
I.63	FAR 52.222-12	Contract Termination—Debarment Applies to construction work only	
I.64	FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014) Applies to construction work only	
I.65	FAR 52.222-14	Disputes Concerning Labor Standards (FEB 1988) Applies to construction work only	
I.66	FAR 52.222-15	Certification of Eligibility (MAY 2014) Applies to construction work only	
I.67	FAR 52.222-16	Approval of Wage Rates (MAY 2014) Applies to construction work only	
I.68	FAR 52.222-19	Child Labor – Cooperation with Authorities and Remedies (DEC 2022) Applies to construction work only	
I.69	FAR 52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) Applies to construction work only	
I.70	FAR 52.222-21	Prohibition of Segregated Facilities (APR 2015)	
I.71	FAR 52.222-26	Equal Opportunity (SEP 2016) Applies to FFP	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.72	FAR 52.222-35 Full Text Below	Equal Opportunity for Veterans (JUN 2020)	
I.73	FAR 52.222-36 Full Text Below	Equal Opportunity for Workers with Disabilities (JUN 2020)	
I.74	FAR 52.222-37	Employment Reports on Veterans (JUN 2020)	
I.75	FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	
I.76	FAR 52.222-41	Service Contract Labor Standards (AUG 2018)	
I.77	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 2014)	
I.78	FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)	
I.79	FAR 52.222-44	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (MAY 2014)	
I.80	FAR 52.222-50	Combating Trafficking in Persons (NOV 2021)	
I.81	FAR 52.222-54	Employment Eligibility Verification (MAY 2022)	
I.82	FAR 52.222-55	Minimum Wages for Construction Workers Under Executive Order 14026 (JAN 2022)	
I.83	FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2022)	
I.84	FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)	
I.85	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (FEB 2021) – Alternate I (Jul 1995)	(b) Offeror Fill-In
I.86	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
I.87	FAR 52.223-6	Drug-Free Workplace (MAY 2001)	(b)(2) The Contracting Officer
I.88	FAR 52.223-9 Full Text below	Estimate of Percentage of Recovered Material Content for EPA-designated Items (MAY 2008)	(b)(2) the Contracting Officer

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.89	FAR 52.223-10	Waste Reduction Program (MAY 2011)	
I.90	FAR 52.223-11	Ozone Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)	
I.91	FAR 52.223-12	Maintenance, Service, Repair or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)	
I.92	FAR 52.223-13	Acquisition of EPEAT ® Registered Imaging Equipment (JUN 2014)	
I.93	FAR 52.223-14	Acquisition of EPEAT ® Registered Televisions (JUN 2014)	
I.94	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (MAY 2020)	
I.95	FAR 52.223-16	Acquisition of EPEAT® - Registered Personal Computer Products (OCT 2015)	
I.96	FAR 52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (AUG 2018)	
I.97	FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)	
I.98	FAR 52.223-19	Compliance With Environmental Management Systems (MAY 2011)	
I.99	FAR 52.223-20	Aerosols (JUN 2016)	
I.100	FAR 52.223-21	Foams (JUN 2016)	
I.101	FAR 52.224-1	Privacy Act Notification (APR 1984)	
I.102	FAR 52.224-2	Privacy Act (APR 1984)	
I.103	FAR 52.224-3	Privacy Training (JAN 2017)	
I.104	FAR 52.225-1	Buy American – Supplies (OCT 2022)	
I.105	FAR 52.225-8	Duty-Free Entry (OCT 2010)	
I.106	FAR 52.225-9	Buy American—Construction Materials (OCT 2022)	(b)(2) None
I.107	FAR 52.225-11	Buy American—Construction Materials Under Trade Agreements (DEC 2022)	(b)(3) None
I.108	FAR 52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)	
I.109	FAR 52.227-1	Authorization and Consent (JUN 2020)	
I.110	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.111	FAR 52.227-3	Patent Indemnity (APR 1984)	
I.112	FAR 52.227-4	Patent Indemnity—Construction Contracts (DEC 2007)	
I.113	FAR 52.227-14	Rights In Data-General. (MAY 2014) – As Modified by DEAR 927.409, Alternate II (DEC 2007), Alternate III (DEC 2007), and Alternate V (DEC 2007)	Alt II fill-in: (g)(3) Purposes as set forth in 27.404-2(c)(1), and for Government business purposes (except for manufacture).
I.114	FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)	Offeror fill-in
I.115	FAR 52.228-5	Insurance - Work on a Government Installation (JAN 1997) (Applies only to FFP task orders)	
I.116	FAR 52.228-7	Insurance—Liability to Third Persons (MAR 1996) (Applies to CR task orders only)	
I.117	FAR 52.229-3	Federal, State, and Local Taxes (FEB 2013) (Applies to FFP task orders only)	
I.118	FAR 52.232-1	Payments (APR 1984) (Applies to FFP task orders only)	
I.119	FAR 52.232-5	Payments under Fixed Price Construction Contracts (MAY 2014) (Applies to FFP Construction work only)	
I.120	FAR 52.232-8	Discounts for Prompt Payment (FEB 2002) (Applies to FFP task orders only)	
I.121	FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)	
I.122	FAR 52.232-11	Extras (APR 1984) (Applies to FFP task orders only)	
I.123	FAR 52.232-17	Interest (MAY 2014)	
I.124	FAR 52.232-18	Availability of Funds (APR 1984)	
I.125	FAR 52.232-22	Limitation of Funds (APR 1984)	
I.126	FAR 52.232-23	Assignment of Claims (MAY 2014)	
I.127	FAR 52.232-25	Prompt payment (JAN 2017) – Alternate I (FEB 2002) (Alternate I applies to CR task orders only)	
I.128	FAR 52.232-27	Prompt Payment for Construction Contracts (JUN 2017) (Applies to construction work only)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.129	FAR 52.232-33	Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)	
I.130	FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	
I.131	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)	
I.132	FAR 52.233-1	Disputes (MAY 2014) - Alternate I (DEC 1991)	
I.133	FAR 52.233-3	Protest after Award (AUG 1996) – Alternate I (JUN 1985) (Alternate I applies to CR task orders only.)	
I.134	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	
I.135	FAR 52.236-1	Performance of Work by the Contractor (APR 1984) (Applies to FFP Construction work only)	TBD on Task Order Level
I.136	FAR 52.236-2	Differing Site Conditions (APR 1984) (Applies to FFP Construction or D&D work only)	
I.137	FAR 52.236-3	Site Investigations and Conditions Affecting the Work (APR 1984) (Applies to FFP Construction or D&D work only)	
I.138	FAR 52.236-5	Material and Workmanship (APR 1984) (Applies to Construction work only)	
I.139	FAR 52.236-6	Superintendence by the Contractor (APR 1984) (Applies to any FFP construction or D&D work only)	
I.140	FAR 52.236-7	Permits and Responsibilities (NOV 1991) (Applies to FFP or CR Construction work or FFP D&D work)	
I.141	FAR 52.236-8	Other Contracts (APR 1984) (Applies to any FFP construction or D&D work only)	
I.142	FAR 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984) (Applies to FFP construction or D&D work only)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.143	FAR 52.236-10	Operations and Storage Areas (APR 1984) (Applies to any FFP construction or D&D work only)	
I.144	FAR 52.236-11	Use and Possession Prior to Completion (APR 1984) (Applies to FFP construction work only)	
I.145	FAR 52.236-12	Cleaning Up (APR 1984) (Applies to any FFP construction or D&D work only)	
I.146	FAR 52.236-13	Accident Prevention (NOV 1991) (Applies to any FFP construction or D&D work only)	
I.147	FAR 52.236-14	Availability and Use of Utility Services (APR 1984) (Applies to any FFP construction or D&D work only)	
I.148	FAR 52.236-15	Schedules for Construction Contracts (APR 1984) (Applies to FFP construction work only)	
I.149	FAR 52.236-18	Work Oversight in Cost Reimbursement Construction Contracts (APR 1984) (Applies to CR construction work only)	
I.150	FAR 52.236-19	Organization and Direction of the Work (APR 1984) (Applies to CR construction work only)	
I.151	FAR 52.236-21	Specifications and Drawings for Construction – Alternate I, Alternate II (APR 1984) (Applies to FFP construction or D&D work only)	Fill-In for Alternate II to be completed by Contracting Officer prior to issuance of any applicable Task Orders.
I.152	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984) (Applies to CR construction work only)	
I.153	FAR 52.237-3	Continuity of Services (JAN 1991)	
I.154	FAR 52.239-1	Privacy or Security Safeguards (AUG 1996)	
I.155	52.242-1	Notice of Intent to Disallow Costs (APR 1984)	
I.156	FAR 52.242-3	Penalties for Unallowable Costs (DEC 2022)	
I.157	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.158	FAR 52.242-5	Payments to Small Business Subcontractors (JAN 2017)	
I.159	FAR 52.242-13	Bankruptcy (JUL 1995)	
I.160	FAR 52.243-1	Changes - Fixed-Price (AUG 1987) - Alternate I (APR 1984) (Applies to FFP task orders only)	
I.161	FAR 52.243-2	Changes – Cost-Reimbursement (AUG 1987) – Alternate I (APR 1984), Alternate II (APR 1984) Alternate III (APR 1984)	
I.162	FAR 52.243-4	Changes (JUN 2007)	
I.163	FAR 52.243-6	Change Order Accounting (APR1984)	
I.164	FAR 52.243-7	Notification of Changes (JAN 2017)	
I.165	FAR 52.244-2	Subcontracts (JUN 2020) Alternate I (JUN 2020) (Alternate I applies to CR task orders only)	(d) Any subcontract to replace any of the subcontracts noted in Paragraph (j) of this clause as well as any subcontract equal to or greater than \$[Contracting Officer (CO)] (fill in after award). (j) Any and all subcontractors evaluated prior to contract award (as listed in Section H, DOE-H-2058) and all subcontractors evaluated prior to the award of contract modifications and task orders issued against the contact.
I.166	FAR 52.244-5	Competition in Subcontracting (DEC 1996)	
I.167	FAR 52.244-6	Subcontracts for Commercial Items (DEC 2022)	
I.168	FAR 52.245-1	Government Property (SEP 2021)	
I.169	FAR 52.245-9	Use and Charges (APR 2012)	
I.170	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.171	FAR 52.246-26	Reporting Nonconforming Items (NOV 2021)	
I.172	FAR 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.173	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JUN 2003)	
I.174	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)	
I.175	FAR 52.247-67	Submission of Transportation Documents for Audit (FEB 2006)	
I.176	FAR 52.247-68	Report of Shipment (REPSHIP) (FEB 2006)	
I.177	FAR 52.248-1	Value Engineering (JUN 2020)	(m) Contract number will be inserted at time of award.
I.178	FAR 52.248-3	Value Engineering—Construction (OCT 2020) (Applies to construction work only)	(h)(1) Contract number will be inserted at time of award.
I.179	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012) (Applies to FFP task orders only)	
I.180	FAR 52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (APR 2012) (Applies to any FFP D&D Task Orders only)	
I.181	FAR 52.249-6	Termination (Cost Reimbursement) (MAY 2004) – Alternate I (SEP 1996) (Applies to CR construction work only)	
I.182	FAR 52.249-8	Default (Fixed-Price Supply and Service) (APR 1984) (Applies to FFP task orders only)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.183	FAR 52/249-10	Default (Fixed-Price Construction) (APR 1984) Alternate I (APR 1984) (Applies to FFP construction work only. Alternate I applies to FFP D&D work only)	
I.184	FAR 52.249-14	Excusable Delays (APR 1984) (Applies to CR task orders only)	
I.185	FAR 52.251-1	Government Supply Sources (APR 2012)	
I.186	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (JAN 1991)	
I.187	FAR 52.253-1	Computer Generated Forms (JAN 1991)	
I.188	DEAR 952.202-1	Definitions (FEB 2011)	
I.189	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	
I.190	DEAR 952.204-2	Security Requirements (AUG 2016)	
I.191	DEAR 952.204-70	Classification/Declassification (SEP1997)	
I.192	DEAR 952.204-75	Public Affairs (DEC 2000)	
I.193	DEAR 952.204-77	Computer Security (AUG 2006)	
I.194	DEAR 952.208-70	Printing (APR 1984)	
I.195	DEAR 952.209-72	Organizational Conflicts of Interest (AUG 2009) – Alternate I (FEB 2011)	(b)(1)(i) the specific period for the fill-in is two (2)
I.196	DEAR 952.215-70	Key Personnel (DEC 2000)	
I.197	DEAR 952.216-7	Allowable Cost and Payment (FEB 2011)	
I.198	DEAR 952.223-71	Integration of Environment, Safety, and Health into Work Planning and Execution	
I.199	DEAR 952.223-72	Radiation Protection and Nuclear Criticality (APR 1984)	
I.200	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (APR 1984)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.201	DEAR 952.223-78	Sustainable Acquisition Program (Oct 2010) – Alternate I (Oct 2010) (Alternate I applies to construction work only)	
I.202	DEAR 952.225-71	Compliance with Export Control Laws and Regulations (Export Clause) (NOV 2015)	
I.203	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	
I.204	DEAR 952.231-71	Insurance—Litigation and Claims (JUL 2013)	
I.205	DEAR 952.242-70	Technical Direction (DEC 2000)	
I.206	DEAR 952.251-70	Contractor Employee Travel Discounts (AUG 2009)	
I.207	DEAR 970.5204-3 Full Text Below	Access To and Ownership of Records (OCT 2014) (DEVIATION) (Issued by DOE Policy Flash 2015-23)	
I.208	DEAR 970.5217-3	Conditional Payment of Fee, Profit, and Other Incentives - Facility Management Contracts (AUG 2009)	
I.209	DEAR 970.5223-1	Integration of Environment, Safety, and Health into Work Planning (DEC 2000)	

FULL TEXT CLAUSES

I.23 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

- (1) “Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.
- (2) “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.
- (3) “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).

- (4) “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).
- (5) “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.
 - (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.43 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 effective date of contract award through the end of the total contract ordering period.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered issued when—
- (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.

I.44 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 \$10,000.00, 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 \$2,000,000,000.00.
 - (2) Any order for a combination of items in excess of \$2,000,000,000.00; or
 - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.45 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five (5) years beyond the end of the contract ordering period.

I.47 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (APPLIES TO TASK ORDERS WITH AN

OPTION(S) ONLY

- (a) The Government may extend the term of this contract by written notice to the Contractor within TBD on Task Order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least TBD on Task Order level 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 TBD on Task Order level.

I.72 FAR 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 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 of identify properly the parties and their undertakings.

I.73 FAR 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.

I.88 FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items

(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 [*Contracting Officer complete in accordance with agency procedures*].

**I.209 DEAR 970.5204-3 Access To and Ownership of Records (Oct 2014) (DEVIATION)
(Issued by 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 CFR, Chapter XII, Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."

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

- (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under

- an expectation of confidentiality; employee assistance program records; and personnel and medical/health related records and similar files), and nonemployee patient medical/health-related records, 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.
- (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 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 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.