

**GENERAL PROVISIONS FOR CONTRACTED LABOR**  
**REV. 8, 08/14/2019**

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This Contract Embodies The Entire Agreement Between Contractor And The Buyer And Supersedes All Other Writings. The Parties Shall Not Be Bound By Or Be Liable For Any Statement, Representation, Promise, Or Inducement Or Understanding Not Set Forth Herein.

**1.0 DEFINITIONS**

For the purposes of this Contract the following definitions shall apply unless specifically delineated otherwise in the body of the contract.

1. The term “**Buyer**” refers directly to the CH2M HILL PLATEAU REMEDIATION COMPANY (CHPRC), the company or organization issuing this Contract.
2. The term **Buyer’s Technical Representative (BTR)** refers to the person designated in the contract who is responsible for monitoring and providing technical guidance for this Contract. The BTR does not possess any explicit, apparent or implied authority to modify the contract.
3. The term Contract Labor Resource Supervisor (CLR Supervisor) refers to the person assigned with responsibility for supervising contracted labor and approving CLR time records. The CLR Supervisor does not possess any explicit, apparent or implied authority to modify the contract.
4. Contract shall mean this Contract between Buyer and Contractor; also includes purchase order, task orders, releases and other agreements
5. The terms Contractor Personnel and Contractor Employee (or just Employees) includes both Contractor and subcontractor personnel, employees, consultants, temporary staff and all other persons involved in performance on behalf of Contractor.
6. The term Contractor refers to the company, person or organization performing work under this Contract. For CHPRC contracting purposes, the term "contractor" generally refers to vendors, sellers and suppliers.
7. The term Contract Specialist refers to the individual responsible for the issuance and administration of this contractual document. Any modification to the contract or contract terms must be performed by the Contract Specialist.
8. Government shall mean the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof, including the Contracting Officer.
9. Head of Agency or Secretary shall mean the Secretary, the Under Secretary, and Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency.
10. Work shall mean supplies, services, designs and vendor data provided by Contractor and its subcontractors and all work performed with respect thereto pursuant to this Contract.
11. Services shall mean labor, direction of labor, production of technical information, consulting services or any other services furnished by Contractor and its subcontractors under this Contract.

12. Site Services Contractor (SSC) refers to the DOE designated contractor responsible for providing mission support services, facilities and infrastructure. This includes security, utilities, training, roadway maintenance and other services.
13. Subcontractor shall mean any subcontractor, consultant or supplier of any tier, which supplies goods and/or services to Contractor in connection with Contractor's obligation under this Contract.
14. Work shall mean supplies, services, and vendor data provided by Contractor and its subcontractors and all work performed with respect thereto pursuant to this Contract.

## 2.0 ORDER OF PRECEDENCE

A. In the event of a discrepancy among any of the Contract terms, conditions, clauses, provisions, written direction and instructions, and documents (collectively, the 'Contract'), the following order of precedence shall govern resolution: (1) Buyer's written Contract modifications, direction, and instructions; (2) Written Contract (3) Technical instructions, including the Statement of Work (SOW), (a) engineering drawings, (b) exhibits and attachments, and (c) applicable standards; (4) Special Provisions; (5) General Provisions; and (6) other documents identified as being part of the Contract.

B. Nothing recited above shall be construed as superseding or deleting any applicable statute, rule, ordinance, or regulation (collectively, the 'laws'). In the event of a conflict with laws, the specific conflicting term of the Contract shall be considered null and without effect, and laws shall govern. All remaining terms unaffected by said laws should continue in force.

## 3.0 INDEPENDENT CONTRACTOR

Contractor is an independent contractor for all purposes **and shall assert no claim predicated on co-employment or wage/hour theory**. In no event shall Contractor, its agents, representatives, or personnel that it supplies to Buyer under this Contract be deemed to be employees of the Buyer. Contractor's employees shall be paid exclusively by Contractor for all services performed and Contractor shall be responsible for and shall comply with all requirements and obligations relating to such employees under local, state or federal law (or foreign law as applicable) including, but not limited to, minimum wage, social security, unemployment insurance, state and federal income tax, and workmen's compensation. Buyer has no responsibility for withholding any portion of salary or wages due employees of Contractor or to comply with any of the aforementioned taxes or obligations.

## 4.0 CONTRACTOR'S PERSONNEL

A. Contractor warrants that all services supplied by Contractor in performance of this Contract shall be supplied by personnel who are, skilled, experienced and competent in their respective trades or professions. At any time and for any reason, Buyer may require Contractor to withdraw the services of any person and, in addition, request that Contractor promptly provide replacements for such persons satisfactory to Buyer. In addition to the other indemnification provisions within this Contract, Contractor specifically agrees to indemnify and hold harmless Buyer, from and against any liabilities, claims, charges, or suits for alleged losses, costs, damages or expenses arising from Buyer's exercise of its rights under this Article.

## 5.0 INDEMNITY

A. Contractor agrees to defend, indemnify and hold harmless the Buyer, Government, affiliated companies and their directors, officers, employees, agents and representatives, from and against all loss, damage, liability, cost and expense (including attorney's fees) arising out of any (1) failure to comply with any law, ordinance, regulation, rule or order, (2) injury (including death) to any person or (3) damage to any property in any way connected with the performance of this Contract. Contractor agrees to indemnify, hold harmless and defend Buyer and the Government from and against all laborers', materialman's, mechanics', or other liens arising from the performance of Contractor's obligations under this Contract and shall keep the premises of Buyer and the Government free from all such claims, liens, and encumbrances.

B. With respect to claims by employees of Contractor or its subcontractors, the indemnity obligations created under this Clause, shall not be limited by the fact of, amount, or type of benefits or compensation, payable by or for Contractor, its subcontractors or suppliers under any workers compensation, disability benefits, or other employee benefits acts or

regulations. Contractor specifically waives any bar or limitation against employee lawsuits arising under the workers' compensation laws of the State of Washington.

## **6.0 NUCLEAR SAFETY AND INDEMNITY**

A. The provisions of 48 CFR 952.250-70, Nuclear Hazards Indemnity Agreement, are incorporated by reference into these terms and conditions for the delivery of any product or service that has nuclear safety implications. Contractor shall flow down these provisions to all subcontractors and suppliers unless expressly waived in writing by Buyer.

B. Contractor will be indemnified by the U.S. Department of Energy (DOE) against (1) claims for public liability, and (2) legal costs arising from any nuclear incident under the provisions of 48 CFR 952.250-70. However, Contractor and its subcontractors and suppliers that are indemnified are subject to civil penalties under provisions of the Atomic Energy Act of 1954, as amended, for violations of DOE nuclear safety related rules, regulations, and orders. In addition, directors, officers, and employees of Contractor and its subcontractors and suppliers that are indemnified are subject to criminal penalties for knowing and willful violations.

## **7.0 CHANGES**

No substitutions of personnel shall be made in this Contract without the prior written consent of the Buyer. Buyer may make changes to the Contract in writing provided to Contractor. Contractor shall promptly comply with any change directed by the Buyer. If any change affects the price of or the time required for performance, Contractor shall identify the impact as soon as practical and request an equitable adjustment within 10 days of the written change. The equitable adjustment to the price and/or delivery requirements and other affected provisions of the Contract shall be made by a mutual agreement and modification to this Contract in a timely manner.

## **8.0 STOP WORK AND SUSPENSION**

A. The Buyer may suspend Contractor's right to perform any part or the entire Contract for an indefinite period.

B. If any such suspension is not due to the fault or negligence of Contractor and significantly delays the progress or causes Contractor additional direct expenses in the performance of the Contract, Contractor's claim for compensation must be supported by appropriate documentation within ten (10) calendar days from the date performance resumes or 30 days after the suspension notice.

## **9.0 TERMINATION OF CONTRACT**

A. The Buyer may, at its sole discretion, terminate the Contract in part or in total by giving Contractor written notice. Upon notice of termination, Contractor shall, unless otherwise directed in writing, discontinue all performance on the date specified in the notice and take action to minimize costs to the Buyer. Payment for items and/or services already completed or in the process of completion shall be adjusted between the Buyer and Contractor in a fair and reasonable manner, but such payment shall exclude any allowance for the uncompleted portion of the item and/or service, or any anticipated profits thereon. Such payments shall not exceed the total value of the Contract prior to termination for convenience.

B. If Contractor fails to comply with any Contract terms or to make sufficient progress as to endanger performance, the Buyer may suspend or terminate this Contract for cause. In the event of termination for cause, the Buyer shall be liable only for any service accepted. The Buyer may complete Contract performance by any reasonable means and Contractor shall be responsible for additional costs incurred by the Buyer.

## **10.0 LAWS AND REGULATIONS**

### **10.1 GOVERNING LAW**

A. Irrespective of the place of performance, this Contract will be construed and interpreted according to the Federal Common Law of Government Contracts as enunciated and applied by Federal judicial bodies, Boards of Contract Appeals and quasi-judicial agencies of the Federal Government. To the extent that the Federal Common Law of Government Contracts is not dispositive, the law of the State of Washington shall apply. In the event that either party

hereto must resort to litigation to enforce a right or remedy conferred by law, equity or the provisions of this Contract, the parties hereby consent to the action being brought in the court of competent jurisdiction in the state of Washington.

B. Contractor shall comply strictly with local, municipal, state, federal and governmental laws, orders, codes, rules, ordinances, and regulations applicable to Contractor's operations in the performance of the work hereunder

C. Contractor shall not, under any circumstances, apply to or enter into negotiations with any governmental authority or agency for acceptance of variations from or revisions to safety or health, or air, water, or noise pollution laws or regulations relating to this Contract or to the performance thereof, without Buyer's prior written approval.

## **10.2 ASSIGNMENT**

A. Neither this Contract nor any interest therein nor claim hereunder shall be assigned or transferred by Contractor except as expressly authorized in writing by Buyer. This shall include assignments of Contractor's accounts receivable.

B. Buyer may assign this Contract, in whole or in part to DOE or to such party as DOE may designate to perform Buyer's obligations hereunder. Upon receipt by Contractor of written notice that the DOE or a party so designated by DOE or Buyer has accepted an assignment of this Contract, Buyer shall be relieved of all responsibility hereunder and Contractor shall thereafter look solely to such assignee for performance of Buyer's obligations.

## **10.3 ARBITRATION OPTION**

In the event that Buyer is required to arbitrate a dispute with a third party, which dispute arises out of or is directly related to this Contract, Contractor agrees to join in such arbitration proceeding as Buyer may direct and shall submit to such jurisdiction and be finally bound by the judgment rendered in accordance with the arbitration rules as may be established therein.

## **10.4 SEVERABILITY**

In the event any provision, or any part or portion of any provision of this Contract should be found to be invalid, void or otherwise unenforceable, such finding shall not affect the remaining part or portions of that provision, or any other provision

## **10.5 WAIVER**

Buyer's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Contract, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege. No asserted waiver of any right or benefit by Buyer shall be valid unless such waiver is in writing, signed by buyer, supported by consideration and specifies the extent and nature of the rights or benefits being waived.

## **10.6 INTERPRETATION**

Heading and titles of Clauses, Sections, paragraphs or other subparts of this Contract are for convenience of reference only and shall not be considered in interpreting the text of this Contract. No provision in this Contract is to be interpreted for or against any party because that party or its counsel drafted such provision.

## **10.7 SURVIVAL**

The provisions of this Contract which by their nature are intended to survive the termination, cancellation, completion or expiration of this Contract shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

## 10.8 TRIAL

Contractor hereby knowingly, voluntarily and intentionally waives (to the extent permitted by applicable law) any right it may have to a trial by jury of any dispute arising under or relating in any way to this Contract and agrees that any such dispute may, at Buyer's option, be tried before a judge sitting without a jury.

## 10.9 DISPUTES

A. All disputes arising under or relating to this Contract shall be resolved under this Clause.

B. "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.

C. A claim by Contractor shall be submitted in writing to the Contract Specialist for a decision within 1 year after accrual of the claim, unless the contracting parties agreed to a shorter time period. A claim by the Buyer against Contractor shall be subject to a written decision by the Contract Specialist.

1. Contractor shall provide the certification specified in paragraph C.3 and 4 of this Clause when submitting any claim.
2. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
3. 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 Contractor believes the Buyer is liable; and that I am duly authorized to certify the claim on behalf of Contractor."
4. The certification may be executed by any person duly authorized to bind Contractor with respect to the claim.

D. The Buyer's decision shall be final unless Contractor appeals or files a suit.

E. If the claim by Contractor is submitted to the Buyer or a claim by the Buyer is presented to Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If Contractor refuses an offer for ADR, Contractor shall inform the Buyer, in writing, of Contractor's specific reasons for rejecting the offer.

F. Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract, and comply with any decision of the Buyer.

## 10.10 GRATUITIES

A. Contractor, its employees, agents or representatives shall not offer or give to an officer, official or employee of Buyer or the Government, any gifts, entertainment, payments, loans or other gratuities to any officer, director, employee, agent, or consultant of Buyer, to influence the award of a pending Contract or obtain favorable treatment under a contract.

B. Violation of this Clause may be deemed by Buyer to be a material breach of this Contract and any other contract with Buyer and subject all contracts with Contractor to Termination for Default, as well as any other remedies at law or in equity.

## 10.11 EQUAL OPPORTUNITY NOTIFICATION

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations**

**require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

## **11.0 INVOICING AND PAYMENT**

### **11.1 TAXES**

Contractor shall not assess and collect Washington State sales or use tax from the Buyer for materials with respect to this Contract. The Buyer, CH2M HILL Plateau Remediation Company (Washington State UBI Number 602-748-457), is in possession of a DIRECT PAY PERMIT (number 00071) issued by Washington State Department of Revenue, effective October 1, 2012 through September 30, 2016, and shall pay a use tax attributable to materials used in performing work under this Contract. A copy is available from the Buyer upon request. All other Federal, state, county, municipal or other sales, use, excise or similar taxes must be included in the Contract amount. If Contractor, as a result of this Contract becomes eligible for Washington State Business and Occupation Tax Credit for Research and Development spending, Contractor shall take such tax credit and assign such tax credit to the Buyer. Note that labor charges for construction and demolition services, which are applied to real property owned by the U.S. Department of Energy, are exempt from sales and use tax.

### **11.2 INVOICING**

- A. All invoicing shall be in a form satisfactory to and approved by Buyer. Except to the extent expressly stated elsewhere in this Contract, payment terms shall be thirty (30) calendar days after receipt by Buyer of a proper invoice. All unit pricing, and payments made, shall be in U.S. dollars only, in the forms of cash, check or electronic transfer as may be agreed upon.
- B. Unless otherwise identified and provided for in the body of this Contract, this Contract is a Labor-Hour Contract and direct labor hours are to be provided at specified fixed hourly rates that include wages, indirect costs, overhead, general and administrative expenses, and profit. The amounts shall be computed by multiplying the appropriate hourly rates prescribed in this Contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
- C. At Buyer's request, Contractor shall substantiate invoices by evidence by individual daily job timecards, or other substantiation approved by Buyer. Contractor shall furnish evidence; satisfactory to Buyer, that all invoiced costs have been paid for in full and that the work is not subject to liens or claims on account thereof. Buyer may withhold payment of invoices until Contractor furnishes such evidence. When requested by the Buyer, contractor shall furnish a release prior to the final payment.
- D. Contractor understands that submission of a false or fraudulent invoice to Buyer under this contract may constitute a violation of the Federal False Claims Act.
- E. Any invoice submitted, which fails to comply in whole or in part with the terms of this Contract, including the requirements of form, accuracy and supporting documentation, may be returned to Contractor. Any costs or payment delays associated with the resubmission of a proper invoice shall be to Contractor's account. Final payment shall not relieve Contractor of any obligation under this Contract.
- F. Other Direct Costs (ODCs) associated with providing those services (such as duplicating, electronic media, travel) are only allowed if authorized in the body of the contract by the Buyer. Equipment, components, raw materials, etc. may not be provided under this contract. ODCs, when authorized, must be allocable, allowable and reasonable.

### **11.3 RIGHT TO OFFSET**

Buyer, without waiver or limitation of any rights or remedies of Buyer, shall be entitled to deduct from any amounts owing to Contractor in connection with this Contract any and all amounts owed the Buyer or the Government under this Contract or any other Contract with Buyer

## **12.0 CONFIDENTIAL AND CONTROLLED-USE INFORMATION**

Confidential and Controlled-Use Information obtained by Contractor from Buyer or the Government in connection with this contract shall be held in confidence by Contractor and shall not be disclosed to third parties or used by Contractor for any purpose other than for the performance of work or as authorized in writing by Buyer. All documents furnished to Contractor by Buyer shall remain the property of the Buyer or the Government and upon completion of the work Contractor shall, as requested by Buyer, either destroy or return such documentation including any copies thereof.

## **13.0 PUBLICITY**

Contractor shall not make news releases, publicize or issue advertising pertaining to the work or this Contract without first obtaining the written approval of Buyer.

## **14.0 SUBCONTRACTS AND PURCHASE ORDERS**

A. Contractor shall not subcontract any on-site work and/or any significant aspects of off-site contract performance without first identifying the proposed subcontractor and subcontract scope to Buyer. Contractor shall certify that all appropriate flow-down provisions and requirements have been included in the subcontract. When requested by Buyer, Contractor shall furnish Buyer a copy of the proposed subcontract demonstrating that all appropriate flow-down provisions and requirements are specifically delineated in the subcontract and will be met. Buyer reserves the right to: 1) reject any proposed subcontract or subcontractor as incomplete or unsuitable, 2) require submittal of the proposed subcontract before contract award or prior to performance of any work on site 3) require the replacement, at contractor's expense, of any subcontractor who fails to adhere to all of the applicable provisions and requirements of this contract. Failure of Contractor to notify Buyer in advance of subcontracting may be considered a material breach of these contract terms.

B. Contractor is responsible for contract performance and performance of its subcontractors regardless of having notified Buyer of the intent to subcontract. On request of Buyer any subcontractor not performing in accordance with the terms of this contract shall be replaced at no additional cost to Buyer and shall not be employed again on the work.

C. Contractor shall include a provision in every subcontract authorizing assignment of such subcontract to Buyer or the Government without requiring consent from such subcontractor or supplier

D. As used in paragraph A above, the term "subcontract" shall also include consultant agreements, purchase orders and rental agreements for materials or equipment, and the term "subcontractor" shall also include consultants, vendors or suppliers of such services, materials or equipment when significant to contract performance.

## **15.0 PROPRIETARY RIGHTS**

All materials which Contractor is required to prepare or develop in the performance and completion of Contractor's scope of work hereunder, including documents, calculations, maps, sketches, notes, reports, data, models and samples, and any and all inventions and copyrightable material contained therein, shall become the sole and exclusive property of Buyer. Contractor agrees to execute all documents and to take all steps requested by Buyer which may be required to complete transfer of such ownership and property rights.

## **16.0 SCHEDULE COORDINATION**

Daily work schedules, facility operations, and holidays are NOT consistent on the Hanford Site. Some organizations and facilities observe alternate Friday closures. Accordingly, Contractor shall make specific schedule arrangements with Buyer's Technical Representative in advance of performance.

CH2M HILL Plateau Remediation Company will not be liable for the cost of any delays that result from Contractor's failure to obtain a specific schedule agreement in advance.

## **17.0 BUYER'S MATERIALS AND EQUIPMENT**

Notwithstanding any other provision of this contract to the contrary, Contractor shall take all actions and steps necessary to safeguard and protect from loss or damage all government-owned property and equipment which is furnished or acquired by Contractor under the terms of this Contract or is provided by the Buyer for Contractor's use or installation



during performance of this contract. This includes all materials, tools, equipment, facilities and partially completed work furnished to Contractor by Buyer during performance of this Contract. This also includes any materials, tools, equipment or facilities owned by others that Contractor comes in contact with on the Hanford site. Contractor shall be liable for and fully indemnify and hold harmless the Buyer from all loss, damage or destruction to property and equipment that is the subject of this paragraph caused by Contractor, its employees and lower-tier contractors during the execution of this Contract. Contractor shall cooperate with CHPRC representatives in maintaining accountability for Government-owned property

## **18.0 TRAVEL**

Travel Costs are not allowable expenses unless authorized elsewhere in this contract by the Buyer and such costs are in accordance with the Federal Travel Regulations.

## **19.0 UNCLASSIFIED COMPUTER SECURITY REQUIREMENTS**

When made available by the Buyer as part of this Contract, Buyer's telecommunications and computer systems may be used only in performance of this Contract. Contractor will ensure that personnel who are allowed access to the Hanford Local Area Network (HLAN) understand and comply with Buyer's Computer Access and data security rules. Foreign Nationals may not be granted access until cleared by the Foreign National Visits and Assignments office.

When authorized to connect Contractor owned computers to HLAN, Contractor will:

Identify a single contact responsible for coordinating appropriate controls with the CH2M HILL Plateau Remediation Contract Computer Protection Program Manager (CPPM).

Approval must be obtained from the CPPM by the BTR prior to contractor making any connections to the HLAN. Contractor is responsible to backup all non-Hanford data on the machine prior to the installation of the HLAN software image. Unauthorized connection to the HLAN may result in forfeiture of contractor's equipment and may be considered a breach of this contract.

Ensure that any computer connected to the HLAN must be physically separated from any other network by Buyer approved means

Allow Buyer unrestricted access to those computers for periodic inspection and to verify that "all data in all forms" is erased prior to final payment on the Contract (41 CFR 109-43).

## **20.0 WORK RULES**

Contractor shall comply strictly with Buyer and the Government's rules governing the conduct of Contractor and Contractor's employees, agents, and subcontractors at and about the jobsite. Contractor agrees that it shall ensure that its supervisory personnel, employees, agents, and subcontractors at the jobsite comply strictly with such rules. Buyer reserves the right to, from time to time, revise any such rules and Contractor shall comply fully with such rules as revised in accordance with the foregoing provisions.

## **21.0 HAZARDOUS SUBSTANCE CONTROL**

Contractor shall not, under any circumstances, cause or permit, in connection with the work to be performed hereunder, the discharge, emission or release of any hazardous substance and/or waste, pollutant, contaminant or other substance in violation of any applicable laws, rules or regulations which are now or hereafter promulgated by any governmental authorities having jurisdiction over the work. Contractor shall comply with all legal regulatory requirements applicable to the work performed under this Contract and shall be responsible for compliance with all hazardous waste, health and safety, notice, training, and environmental protection laws, rules, regulations and requirements. "Hazardous waste" includes all substances, which are or may be identified as such in 40 CFR, Part 261 or other applicable laws or regulations.

## **22.0 ACCOUNTS RECORDS AND INSPECTION**

A. Contractor shall maintain detailed, complete and accurate accounts, records, documents, and other evidence showing and supporting all costs and credits applicable to this contract. The system of accounts employed by Contractor shall be in accordance with generally accepted accounting principles consistently applied.

B. All books of account and records relating to this Contract shall be subject to inspection and audit by DOE, or its designees, including Buyer, at all reasonable times until a minimum of three years after the final payment has been made. Contractor shall afford Buyer and DOE facilities for such inspection and audit.

C. The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of Contractor’s directly pertinent records involving transactions related to this Contract or a subcontract hereunder. This paragraph may not be construed to require Contractor or subcontractor to create or maintain any record that Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of the law.

**23.0 FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE**

A. The following Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses are hereby incorporated by reference to this Contract. The obligations of the Buyer to the Government as provided in said clauses shall be deemed to be the obligations of Contractor to Buyer. NOTE: If there is a conflict between the referenced clauses and the terms and conditions found elsewhere in this Contract, the below referenced clauses shall take precedence.

B. Wherever necessary to make the context of the clauses set forth below applicable to this Contract, the term "disputes" shall mean "claims" and the terms "Government," "Contracting Officer," and equivalent phrases shall mean Buyer, except the terms "Government," and "Contracting Officer" do not change: (1) in the phrases "Government Property," "Government-Owned Equipment," "Stop Work"(2) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, (3) when access to proprietary financial information or other proprietary data is required for purposes other than Buyer’s obligation to evaluate Cost/Price data submitted by Contractor in conjunction with any provision of this contract, (4) when title to property is to be transferred directly to the Government, and (5) as otherwise noted below.

C. Contractor shall flowdown to its subcontracts at all tiers the applicable FAR/DEAR clauses. Referenced Clauses are available at [http://management.energy.gov/policy\\_guidance/procurement\\_acquisition.htm](http://management.energy.gov/policy_guidance/procurement_acquisition.htm)

<b>FAR/DEAR REFERENCE</b>	<b>CLAUSE TITLE</b>
FAR 52.203-3	Gratuities
FAR 52.203-5	Covenant Against Contingent Fees (Apr 1984)
FAR 52.203-7	Anti-Kickback Procedures (Jul 1995)
FAR 52.203-6	Restrictions On Subcontractor Sales To The Government (Sept 2006)
FAR 52.203-8	Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (Jan 1997)
FAR 52.203-99	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements (Deviation 2015-02)
FAR 52.204-9	Personal Identity Verification Of Contractor Personnel (Nov 2006)
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)

FAR 52.204-25	Prohibition on contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)
FAR 52.209-6	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (Sept 2006 )
FAR 52.215-2	Audit And Records—Negotiation
FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Oct 1997)
FAR 52.219-8	Utilization Of Small Business Concerns (May 2004) (15 U.S.C. 637(D)(2)(3))
FAR 52.222-21	Prohibition of Segregated Facilities (Feb 1999)
FAR 52.222-26	Equal Opportunity (E.O.11246) (Apr 2002 (E.O. 11246)
FAR 52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (Sep 2006 ) (38 U.S.C. 4212(A)
FAR 52.222-36	Affirmative Action For Workers With Disabilities (29 U.S.C. 793) (June 1998)
FAR 52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (Dec 2001)
FAR 52.222-40	Notification of Employee Rights under the National Labor relations Act (Dec 2010)
FAR 52.222-41	Service Contract Act Of 1965, As Amended (July 2005)
FAR 52.222-50	Combating Trafficking In Persons (Aug 2007
FAR 52.222-54	Employment Eligibility Verification (Jan 2009)
FAR 52.225-13	Restrictions On Certain Foreign Purchases (Feb 2006)
FAR 52.242-15	Stop-Work (August 1989) Alternate I (Apr 1984)
FAR 52.244-6	Subcontracts For Commercial Items (Feb 2006)
DEAR 952.203-70	Whistleblower Protection For Contractor Employees (Dec 2000)
DEAR 952.204-2	Security (May 2002)
DEAR 952.226-74	Displaced Employee Hiring Preference (June 1997) (applicable when contact value exceeds \$500K)