

GENERAL PROVISIONS FOR COMMERCIAL ITEMS
Rev. 8 08/14/2019

GENERAL PROVISIONS FOR COMMERCIAL ITEMS Rev. 8, 08/14/2019 1

PREAMBLE..... 1

1.0 DEFINITIONS..... 2

2.0 ORDER OF PRECEDENCE 3

3.0 INDEPENDENT CONTRACTOR..... 3

4.0 WARRANTY..... 3

5.0 INDEMNITY 4

6.0 SAFETY & ENVIRONMENT 4

7.0 NUCLEAR SAFETY AND INDEMNITY..... 4

8.0 ASSIGNMENT 5

9.0 CHANGES..... 5

10.0 SUBCONTRACTING 5

11.0 STOP WORK and SUSPENSION 5

12.0 TERMINATION OF CONTRACT 6

13.0 PROTECTION OF PROPERTY 6

 13.1 Property, Materials, Equipment and Work 6

 13.2 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements 6

14.0 LAWS AND REGULATIONS 7

 14.1 Waiver 7

 14.2 Survival..... 7

 14.3 Severability 7

 14.4 Resolution of Disputes..... 7

 14.5 Equal Opportunity Notification 8

15.0 COUNTERFEIT FASTENERS AND COMPONENTS 8

16.0 INVOICING AND PAYMENT 8

 16.1 Taxes..... 8

 16.2 Invoices..... 8

 16.3 Backcharges..... 9

 16.4 Title and Offset..... 9

17.0 CONFIDENTIAL AND CONTROLLED-USE INFORMATION 9

18.0 FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE 9

PREAMBLE

A. This contract embodies the entire agreement between Contractor and CH2M HILL PLATEAU REMEDIATION COMPANY (CHPRC) 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.

- B. Without in any way limiting the Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses which may be applicable to this action by law or regulation, the FAR, DEAR and other regulation references herein are specifically incorporated into this contract. Applicability instructions and comments are provided for convenience only. Contractor is responsible for reviewing the full text of each clause and requesting clarification if the intent or applicability to this specific contract is not clear.
- C. In the referenced clauses, the obligations of CHPRC to the Government as provided in said clauses shall be deemed to be the obligations of Contractor to CHPRC unless otherwise noted below:
- D. Whenever necessary to make the context of the FAR/DEAR clauses applicable to this contract, the term "disputes" shall mean "claims" and the terms "Government," "Contracting Officer," and equivalent phrases shall mean CHPRC except the terms "Government," and "Contracting Officer" do not change:
1. in the phrases referencing "Government Property" and "Government-Owned Equipment,"
 2. in the clauses referring to "intellectual property rights", "Stop Work", "nuclear hazards indemnity"
 3. 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,
 4. when access to proprietary financial information or other proprietary data is required for purposes other than CHPRC's obligation to evaluate Cost/Price data submitted by Contractor in conjunction with any provision of this contract,
 5. when title to property is to be transferred directly to the Government
- E. If there is a conflict between the referenced clauses and the terms and conditions found elsewhere in this Contract, the below FAR/DEAR and Regulatory references shall take precedence.
- F. Contractor shall flowdown to its subcontracts at all tiers the applicable portions of these provisions and referenced FAR/DEAR clauses. Referenced Clauses are available at:
http://management.energy.gov/policy_guidance/procurement_acquisition.htm

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. **Contract** shall mean this Contract between Buyer and Contractor; also includes purchase order, task orders, releases and other agreements
4. The term **Contractor Personnel includes** both Contractor and subcontractor employees, temporary staff and all other persons involved in performance of this contract under the supervision of contractor.
5. 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.
6. 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.

7. **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.
8. **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.
9. **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.
10. **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.
11. **Subcontractor** shall mean any subcontractor or supplier of any tier, which supplies goods and/or services to Contractor in connection with Contractor's obligation under this Contract.
12. **Supplies** shall mean equipment, components, parts and materials to be provided by Contractor and its subcontractors pursuant to this Contract.
13. **Vendor data** shall mean any and all information, data and documentation to be provided by Contractor and its subcontractors 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) CHPRC'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

By accepting this Contract, Contractor certifies that it is acting as an independent contractor with responsibility for and control over the details and means for performing the work, provided that Contractor is in compliance with the terms of this Contract. Anything in this Contract which may appear to give CHPRC the right to direct Contractor as to the details of the performance of the work or to exercise a measure of control over Contractor shall mean that Contractor shall follow the desires of CHPRC only as to the intended results of the work. Nothing in this Contract shall be deemed to represent that Contractor or any of Contractor's employees or agents, are the agents, representatives or employees of CHPRC or the Government.

4.0 WARRANTY

Contractor warrants that all items and services conform to Contract specifications, drawings, and other descriptions and will be of merchantable quality, fit and sufficient for the purposes for which they are intended as evidenced in the Contract. Warranty shall begin upon CHPRC's acceptance and extend for a period of the manufacturer's warranty or one year whichever is longer. If any nonconformity is discovered within that time, Contractor upon written notice from CHPRC, shall promptly repair or replace such items or re-perform services. Transportation of replacement items, return of nonconforming items and repeat performance of services that do not conform to the terms of this warranty shall be at Contractor's expense. If repair, replacement or re-performance of services is not timely, CHPRC may elect to return the nonconforming items, repair, replace and/or re-procure the item or service at Contractor's expense. This warranty shall restart upon CHPRC's acceptance of the repair, replacement or re-performance.

5.0 INDEMNITY

- A. Contractor agrees to defend, indemnify and hold harmless CHPRC, 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 CHPRC 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 CHPRC 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 SAFETY & ENVIRONMENT

- A. Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. Contractor shall comply with, and assist CHPRC in complying with Environmental, Safety, Health, and Quality (ESH&Q) requirements of all applicable laws, regulations and directives.
- B. Contractor shall exercise a degree of care commensurate with the work and the associated hazards. Contractor shall ensure that management of ES&H functions and activities is an integral and visible part of Contractor's work planning and execution processes. As a minimum, Contractor shall:
 - 1. Thoroughly review the defined scope of work;
 - 2. Identify hazards and ES&H requirements;
 - 3. Analyze hazards and implement controls;
 - 4. Perform work within controls; and
 - 5. Provide feedback on adequacy of controls and continue to improve safety management.
- C. Contractor shall flow down these ESH&Q requirements to the lowest tier subcontractor performing work on the Hanford site.
- D. Contractor shall ensure that all shipments made to the Hanford site in performance of this contract are packaged and loaded for safe handling and unloading. Any person delivering to the Hanford site or to a CHPRC-controlled facility should wear appropriate protective equipment and may be required by CHPRC to wear specific personal protective equipment (hand, eye, head or foot protection). Deliveries to the Hanford site or CHPRC-controlled facility may be refused and/or unloading work stopped by any CHPRC employee for unsafe conditions or practices.

7.0 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 CHPRC.
- 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.

8.0 ASSIGNMENT

Neither this Contract nor any portion hereof shall be assigned or delegated without CHPRC's prior written consent. This shall include assignments of Contractor's accounts receivable. CHPRC reserves the right to assign this Contract to DOE or its designee, and in case of such assignment and by notice to Contractor, CHPRC shall have no further Contract responsibility.

9.0 CHANGES

No substitutions shall be made in this Contract without the prior written consent of CHPRC. CHPRC reserves the right to make changes within the general scope of this Contract by unilateral modification. Such changes may include changes in (1) the description of the items or services required; (2) the quantities ordered; (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection or acceptance. Contractor shall promptly comply with any such change made by CHPRC. 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 change notice. 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.

10.0 SUBCONTRACTING

- 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 CHPRC. Contractor shall certify that all appropriate flow-down provisions and requirements have been included in the subcontract. When requested by CHPRC, Contractor shall furnish CHPRC 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. CHPRC 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 CHPRC 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 CHPRC of the intent to subcontract. On request of CHPRC any subcontractor not performing in accordance with the terms of this contract shall be replaced at no additional cost to CHPRC and shall not be employed again on the work.
- C. Contractor shall require and include a provision in every subcontract at any tier authorizing assignment of such subcontract to CHPRC or the Government without requiring consent from such subcontractor or supplier
- D. As used in paragraph A above, the term "subcontract" shall also include purchase orders and rental agreements for materials or equipment, and the term "subcontractor" shall also include vendors or suppliers of such material or equipment when significant to contract performance.

11.0 STOP WORK AND SUSPENSION

- A. CHPRC may suspend Contractor's right to perform any part or all of this 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.

12.0 TERMINATION OF CONTRACT

- A. CHPRC 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 CHPRC. Payment for items and/or services already completed or in the process of completion shall be adjusted between CHPRC 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, CHPRC may suspend or terminate this Contract for cause. In the event of termination for cause, CHPRC shall be liable only for any service accepted. CHPRC may complete Contract performance by any reasonable means and Contractor shall be responsible for additional costs incurred by CHPRC.

13.0 PROTECTION OF PROPERTY

13.1 PROPERTY, MATERIALS, EQUIPMENT AND WORK

- A. 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 CHPRC 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 CHPRC 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 CHPRC 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
- B. Contractor shall at all times in accordance with the best practices and at no additional cost to CHPRC, preserve and protect material and equipment used by Contractor in the execution of the work from damage or loss due to weather, fire, theft, unexplained disappearance or other similar casualty.
- C. Contractor shall at all times in accordance with the best practices and at no additional cost to CHPRC, protect from damage due to Contractor's operations, equipment and materials (whether stored or installed), paving, structures and any and all other items on jobsite belonging to the Government, CHPRC or others.
- D. Neither CHPRC or the Government shall be responsible for any loss suffered by Contractor or damage to the work, or to materials, tools and equipment of Contractor or of any other Contractor, and Contractor assumes responsibility for any such loss or damage and for any cost of repairing, making good, or replacing any such loss or damage that may be directed by CHPRC or the Government.

13.2 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

- A. Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Contract. Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Contract performance, or by the careless operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by CHPRC.
- B. Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise

reasonable care in performing the work. If Contractor fails or refuses to repair the damage promptly, CHPRC may have the necessary work performed and charge the cost to Contractor.

14.0 LAWS AND REGULATIONS

Contractor shall comply with all applicable federal, state and local laws and ordinances and all pertinent lawful orders, rules and regulations. Contractor shall act as an independent entity and not as an agent or employee of CHPRC or the Government.

14.1 WAIVER

CHPRC'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 CHPRC shall be valid unless such waiver is in writing, signed by CHPRC, supported by consideration and specifies the extent and nature of the rights or benefits being waived.

14.2 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.

14.3 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

14.4 RESOLUTION OF DISPUTES

- A. Contractor and CHPRC agree to make good-faith efforts to settle any dispute or claim that arises under this Contract through discussion and negotiation. If such efforts fail to achieve a mutually agreeable resolution, the parties agree to alternative disputes resolution (ADR) and to join in such arbitration proceeding as CHPRC may determine appropriate. Parties shall submit to such jurisdiction and be bound by the judgment rendered according to the ADR rules.
- B. Contractor shall proceed diligently without interruption in the performance of this Contract pending final resolution of any dispute arising under this Contract between the parties hereto or between Contractor and its subcontractors.
- C. If ADR fails or is not used, the parties agree to resolve any remaining dispute by non-jury trial in a court of competent jurisdiction in the State of Washington.
- D. A claim by Contractor shall be submitted in writing and signed by a person duly authorized to bind Contractor with respect to the claim.
- E. The claim shall state the following certification, "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 CHPRC is liable; and that I am duly authorized to certify the claim on behalf of Contractor."
- F. No interest is payable to Contractor for any claim it may have, except that specifically imposed by a court of competent jurisdiction on any judgment (and then only from the date of the entry of judgment).

14.5 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.

15.0 COUNTERFEIT FASTENERS AND COMPONENTS

CHPRC reserves the right to question and/or require Contractor to certify and/or furnish proof regarding the quality, authenticity, application or fitness for use of the items supplied by Contractor under this Contract. Any items furnished as part of this Contract and which have been previously found by CHPRC, the Department of Energy, or the Department of Commerce to be counterfeit or which are listed by the Department of Commerce to be suspect will be deemed, without more proof, to be subject to the above requirement of further proof or certification. CHPRC also reserves the right to question the circumstances and make available a report of any such review to the Government. All costs associated with conducting inquiries into and reporting on fasteners and components determined to be counterfeit shall be recovered by CHPRC from Contractor.

16.0 INVOICING AND PAYMENT

16.1 TAXES

Contractor shall not assess and collect Washington State sales or use tax from CHPRC 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.

16.2 INVOICES

- A. Contractor shall prepare all invoices in a form satisfactory to and approved by CHPRC. Except to the extent expressly stated elsewhere in this Contract, the Contract price shall be payable thirty (30) calendar days after receipt by CHPRC 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. As a minimum, the invoice shall clearly identify the invoice number, Contract, release and/or item number(s) for which payment is being requested, and contain a corresponding description of each item billed, and amount being billed. Submittal of an invoice constitutes Contractor's certification, that the invoice is correct, payable, and that the materials, work and/or services have been delivered and are in accordance with all terms of the Contract.
- C. Contractor understands that submission of a false or fraudulent invoice to CHPRC under this contract may constitute a violation of the Federal False Claims Act.
- C. At CHPRC's request Contractor shall furnish evidence, satisfactory to CHPRC, that all labor and materials furnished and equipment used during the period covered by any invoice has been paid for in full and that the work is not subject to liens or claims on account thereof. CHPRC may withhold payment of invoices until Contractor furnishes such evidence.

- D. In the event an invoice is submitted, in accordance with Contract terms, for work accomplished on a reimbursable or unit price/unit rate basis, it shall be accompanied by documentation supporting each element of measurement and/or cost. The final invoice shall be submitted for payment after completion and acceptance of work by CHPRC and compliance by Contractor with all terms of this Contract. It shall be supported by a written acceptance of the work signed by CHPRC, and a certification and release.
- 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.

16.3 BACKCHARGES

Costs sustained by CHPRC as a result of (1) Contractor’s non-compliance with any law, ordinance, regulation, rule or order, or this Contract, including its Safety provisions; (2) delays to contract performance attributable to unsatisfactory Contractor performance; or (3) damage to or loss of property (including the property of CHPRC or the Government) resulting from any acts or omissions of Contractor or its subcontractors, shall be backcharged to Contractor. Backcharges may include, but are not limited to, costs of labor, material, or equipment; taxes, levies, duties and assessments; and markups for indirect costs, overhead, supervision, and administration. Such backcharges shall offset payments due Contractor from pending invoices and if such backcharges exceed invoiced amounts, such backcharges will be invoiced by CHPRC to Contractor, such backcharges payable within 30 days.

16.4 TITLE AND OFFSET

- A. Contractor warrants full and unrestricted title to the Government for all items purchased under this Contract and is free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances. Excess items received that are of a nominal value shall be kept by CHPRC at no cost to CHPRC. All items received in excess of Contract requirements that are returned shall be returned at Contractor's expense.
- B. CHPRC, without waiver or limitation of any rights or remedies of CHPRC, shall be entitled to deduct from any amounts owing to Contractor in connection with this Contract any and all amounts owed CHPRC or the Government under this Contract or any other Contract with CHPRC

17.0 CONFIDENTIAL AND CONTROLLED-USE INFORMATION

Confidential and Controlled-Use Information obtained by Contractor from CHPRC 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 CHPRC. All such documents furnished by CHPRC or the Government to Contractor shall remain their property, and upon completion of the work Contractor shall, as requested by CHPRC, either destroy or return such documentation including any copies thereof.

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

18.0 FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE

FAR/DEAR REFERENCE	CLAUSE TITLE
DEAR 952.204-2	Security (May 2002)
FAR 52.203-99	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements (Deviation 2015-02)
DEAR 952.5208-70	Printing (Apr 1984)

FAR 52.219-8	Utilization of Small Business Concerns (May 2004)
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (Sept 2006)
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)
FAR 52.222-21	Prohibition of Segregated Facilities (Feb 1999)
FAR 52.222-26	Equal Opportunity (E.O.11246) (April 2002)
FAR 52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (SEP 2006)
FAR 52.222-36	Affirmative Action For Workers With Disabilities (29 U.S.C. 793) (June 1998)
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 (Jul 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 (Sep 2006)
FAR 52.247-64	Preference For Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)
DEAR 952.203-70	Whistleblower Protection For Contractor Employees (Dec 2000)