GENERAL PROVISIONS FOR COMMERCIAL ITEMS
Rev. 2, July 23, 2026

PREAMBLE 2
1.0 DEFINITIONS 2
2.0 ORDER OF PRECEDENCE 3
3.0 INDEPENDENT CONTRACTOR 3
4.0 WARRANTY 4
5.0 INDEMNITY 4
6.0 SAFETY & ENVIRONMENT 4
7.0 NUCLEAR SAFETY AND INDEMNITY 5
8.0 ASSIGNMENT 5
9.0 CHANGES 5
10.0 SUBCONTRACTING 5
11.0 STOP WORK and SUSPENSION 6
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 7
13.3 DOE-H-2064 Use of Information Technology Equipment, Software, and Third Party Services – Alternate I (Oct 2014) 7
14.0 LAWS AND REGULATIONS 8
14.1 Waiver 8
14.2 Survival 8
14.3 Severability 8
14.4 Resolution of Disputes 8
14.5 Basic Safeguarding of Coverd Contractor Information Systems – FAR 52.204-21 (Jun 2016) 9
14.6 Equal Opportunity Notification 10
14.7 Equal Opportunity for Veterans – FAR 52.222.35 (Jun 2020) 10
14.8 Equal Opportunity for Workers with Disabilities – FAR 52.222-36 (Jun 2020) 11
14.9 Service Contract Reporting 11
15.0 COUNTERFEIT FASTENERS AND COMPONENTS 12
16.0 INVOICING AND PAYMENT 12
16.1 Taxes 12
16.2 Invoices 12
16.3 Backcharges 13
16.4 Title and Offset 13
17.0 CONFIDENTIAL AND CONTROLLED-USE INFORMATION 13
18.0 PUBLICITY 14
19.0 FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE 14

PREAMBLE

A. This contract embodies the entire agreement between Contractor and Central Plateau Cleanup Company (CPCCo) 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 CPCCo to the Government as provided in said clauses shall be deemed to be the obligations of Contractor to CPCCo 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 Buyer 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 Buyer’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: https://www.acquisition.gov/content/regulations

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 Central Plateau Cleanup Company (CPCCo), 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 CPCCo 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) 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

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 Buyer 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 Buyer 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 Buyer 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 Buyer'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 Buyer, 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, Buyer 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 Buyer's acceptance of the repair, replacement or re-performance.

5.0 INDEMNITY

A. Contractor agrees to defend, indemnify and hold harmless 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 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 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 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 Buyer 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 Buyer-controlled facility should wear appropriate protective equipment and may be required by Buyer to wear specific personal protective equipment (hand, eye, head or foot protection). Deliveries to the Hanford site or Buyer-controlled facility may be refused and/or unloading work stopped by any Buyer 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 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.

8.0 ASSIGNMENT

A. Neither this Contract nor any portion hereof shall be assigned or delegated without Buyer's prior written consent. This shall include assignments of Contractor’s accounts receivable.

B. In accordance with DOE-H-2043 “Assignment and Transfer of Prime Contracts and Subcontracts (Oct 2014)(Revised)” of the Buyer’s prime contract with DOE, 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. The transfer and assignment may be to another DOE prime contractor or to DOE. Upon assignment, the Contractor agrees to negotiate in good faith any mandatory flow-down provisions and seek to accept such provision at no additional costs to the Government. 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 will be relieved of all responsibility hereunder and Contractor shall thereafter look solely to such assignee for performance of Buyer's obligations.

9.0 CHANGES

No substitutions shall be made in this Contract without the prior written consent of Buyer. Buyer 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 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 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 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 require and include a provision in every subcontract at any tier 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 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. Buyer 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. 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 Buyer. Payment for items and/or services already completed or in the process of completion shall be adjusted between 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, Buyer may suspend or terminate this Contract for cause. In the event of termination for cause, Buyer shall be liable only for any service accepted. Buyer may complete Contract performance by any reasonable means and Contractor shall be responsible for additional costs incurred by Buyer.

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 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 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 Buyer 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 Buyer, 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 Buyer, 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, Buyer or others.

D. Neither Buyer 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 Buyer 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 Buyer.

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, Buyer may have the necessary work performed and charge the cost to Contractor.

13.3 DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES – ALTERNATE I (OCT 2014)

A. Acquisition of Information Technology. The Buyer may provide Government-owned information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Buyer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Buyer's direct expense without prior written approval of the Contract Specialist. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Buyer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.

B. The Contractor shall immediately provide written notice to the Buyer when an employee of the Contractor no longer requires access to the Buyer-furnished information technology systems.

C. The Contractor shall not violate any software licensing agreement, or cause the Buyer to violate any licensing agreement.

D. The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Buyer except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.

E. If at any time during the performance of this contract, the Contractor has reason to believe that its utilization of Buyer-furnished existing computer software may invoice or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Buyer, in writing, of the pertinent facts and circumstances. Pending direction from the Contract Specialist, the Contractor shall continue performance of the work required under this contract without utilizing the software.

F. The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.

G. The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified within the contract in implementing the requirements of this clause. Consistent with the Changes clause of this contract, the Buyer, may, at any time, amend this clause in order to add, modify or delete specific requirements.

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 Buyer or the Government. Omission of any applicable law or regulations from the contract does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph. Contractor shall comply with the requirements of those DOE directives, or parts thereof identified in this contract. Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of the clause to the subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements

14.1 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.

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 Buyer 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 Buyer 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 Buyer 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 BASIC SAFEGUARDING OF COVERD CONTRACTOR INFORMATION SYSTEMS – FAR 52.204-21 (JUN 2016)

(a) *Definitions*. As used in this clause–

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

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

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

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

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

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii)Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(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 items, 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.

14.6 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.

14.7 EQUAL OPPORTUNITY FOR VETERANS – FAR 52.222.35 (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 Federal Acquisition Regulation (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 to identify properly the parties and their undertakings

14.8 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES – FAR 52.222-36 (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.

14.9 SERVICE CONTRACT REPORTING

A. In accordance with FAR 52.204-15, “Service Contract Reporting Requirements for Indefinite-Delivery Contracts,” if the resultant contract is for services, the Contractor shall report annually on or before October 15, for services performed under this contract or contract release (order) during the preceding Government fiscal year (October 1 – September 30). Contractor reporting shall be provided to the Buyer on a contract/contract release basis and be determined based on the type and estimated total value of each contract/contract release as follows:

   1. All cost-reimbursement, time and materials, and labor-hour service contracts and orders with an estimated total value above the simplified acquisition threshold;
   2. All fixed-fixed price service contracts and orders awarded or issued with an estimated total value of $500,000 or greater;

B. Contractor’s annual report shall contain, at a minimum, an itemized listing by

   1. Contract/Contract Release number including contractor name and unique entity identifier, and
   2. The number of Contractor direct-labor hours expended on the services performed during the previous Government fiscal year.

C. The Contractor is advised that the information from Contractor’s report will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

15.0 COUNTERFEIT FASTENERS AND COMPONENTS

Buyer 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 Buyer, 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. Buyer 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 Buyer from Contractor.

16.0 INVOICING AND PAYMENT

16.1 TAXES

Unless the Contractor is issued a direct pay permit by the Buyer, the Contractor is required to collect the applicable Washington State sales or use tax and include this on each applicable invoice. Sales tax must be listed as a separate line item on the invoice. If the Contractor is an out of state vendor with no nexus in the State of Washington, taxes will be paid by Buyer. Contractor shall notify the Buyer's contract specialist if the Contractor does not have a nexus in the State of Washington. All other Federal, State, county, municipal or other taxes not excluded by the Washington State Department of Revenue Direct Pay Permit must be included in the contract amount. If as a result of this contract, the Contractor becomes eligible for Washington State Business and Occupation Tax Credit for Research and Development spending, the Contractor shall take such tax credit and assign such tax credit to the Buyer. If the Contractor applies for the Washington State Business and Occupation Tax Credit for Research and Development spending, the Contractor shall notify the Buyer. The Contractor shall fully cooperate with the Buyer in any tax audits, tax assessment reviews, or tax challenges.

16.2 INVOICES

A. Contractor shall prepare all invoices in a form satisfactory to and approved by Buyer. Except to the extent expressly stated elsewhere in this Contract, the Contract price shall be payable 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. The invoice shall be provided in accordance with FAR 32.905. 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 Buyer under this contract may constitute a violation of the Federal False Claims Act.

C. At Buyer's request Contractor shall furnish evidence, satisfactory to Buyer, 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. Buyer 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 Buyer and compliance by Contractor with all terms of this Contract. It shall be supported by a written acceptance of the work signed by Buyer, 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 Buyer 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 Buyer 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 Buyer 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 Buyer at no cost to Buyer. All items received in excess of Contract requirements that are returned shall be returned at Contractor's expense.

B. 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 Buyer or the Government under this Contract or any other Contract with Buyer

17.0 CONFIDENTIAL AND CONTROLLED-USE INFORMATION

A. Performance of work under this Contract may result in the Contractor having access to Confidential and/or Controlled Unclassified Information, including Official Use Only information, via written or electronic documents, or by virtue of having access to DOE's electronic or other systems (hereinafter referred to as CUI). Such CUI includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Buyer, the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Buyer.

B. The restrictions set out in paragraph (A) above, however, do not apply to:

1. Information which, at the time of receipt by the Contractor, is in the public domain;
2. Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
3. Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
4. Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
5. Information which is subject to release under applicable law.

C. The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Buyer.

D. Upon request of the Buyer, the Contractor agrees to execute an agreement with any party which provides CUI to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use

and disclosure of CUI obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Buyer for approval.

E. Upon request of the Buyer, the Contractor shall supply the Buyer with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.

F. The Contractor agrees to flow down this clause to all subcontracts that are provided access to CUI information under this contract.

18.0 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.

19.0 FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE

FAR/DEAR REFERENCE	CLAUSE TITLE
FAR 32.905	Payment Documentation and Process
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (Sept 2006)
FAR 52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2010)
FAR 52.203-14	Display of Hotline Posters (Oct 2015)
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2014)
FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Labs and Other Covered Entities (Jul 2018)
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)
FAR 52.219-8	Utilization of Small Business Concerns Oct 2018)
FAR 52.222-21	Prohibition of Segregated Facilities Apr 2015)
FAR 52.222-26	Equal Opportunity (E.O.11246) (Sep 2015)
FAR 52.222-40	Notification of Employee Rights under the National Labor relations Act (Dec 2010)
FAR 52.222-41	Service Contract Labor Standards (Aug 2018)
FAR 52.222-50	Combating Trafficking in Persons (Jun 2019)
FAR 52.222-54	Employment Eligibility Verification (Oct 2015)
FAR 52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015)

FAR 52.222-90	Addressing DEI Discrimination by Federal Contractors (DEVIATION APR 2026)
FAR 52.223-18	Encouraging Contractors Policies to Ban Text Messaging While Driving (Aug 2011)
FAR 52.225-8	Duty-Free Entry (Oct 2010)
FAR 52.225-13	Restrictions On Certain Foreign Purchases (Jun 2008)
FAR 52.232-40	Providing Accelerated Payment to Small Business Subcontractors (Dec 2013)
FAR 52.242-15	Stop-Work (August 1989) Alternate I (Apr 1984)
FAR 52.244-6	Subcontracts For Commercial Items (Jan 2019)
FAR 52.247-64	Preference For Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)
DEAR 952.204-2	Security (Aug 2016)
DEAR 952.5208-70	Printing (Apr 1984)
DEAR 952.225-71	Compliance with Export Control Laws and Regulations (Nov 2015)
DEAR 970.5227-1	Rights in Data – Facilities (Dec 2000)