

GENERAL PROVISIONS
Rev. 0 January 25, 2021

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PREAMBLE

- A. This Contract embodies the entire agreement between Contractor and Central Plateau Cleanup Company (Buyer/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.
- 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 Buyer to the Government as provided in said clauses shall be deemed to be the obligations of Contractor to Buyer 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, and
 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'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.
2. The "**Buyer**" refers directly to the Central Plateau Cleanup Company (CPCCo), the company or organization issuing this Contract.

3. **Contract** shall mean this Contract between CPCCo and Contractor; also includes purchase order, task orders, releases and other agreements
4. The term **Contract Labor Resource Supervisor (CLR Supervisor)** refers to the person assigned by CPCCo 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.
5. The term **Contractor Personnel and Contractor Employee(s)** includes both Contractor and subcontractor employees, temporary staff and all other persons involved in performance of this Contract under the supervision of Contractor.
6. 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.
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. **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.
11. **Site** refers to the Hanford Nuclear reservation north of Richland, WA and all Department of Energy or Buyer owned, leased or controlled facilities in Richland, WA.
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 or supplier of any tier, which supplies goods and/or services to Contractor in connection with Contractor's obligation under this Contract.
14. **Supplies** shall mean equipment, components, parts and materials to be provided by Contractor and its subcontractors pursuant to this Contract.
15. **Vendor data** shall mean any and all information, data and documentation to be provided by Contractor and its subcontractors under this Contract.
16. **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 WORK QUALITY STANDARDS

3.1 SAFETY.

- 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 ESH&Q 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 ESH&Q 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 ESH&Q requirements to all lower tier subcontractors performing work on the Hanford site.

3.2 USED, RECONDITIONED OR RECYCLED PRODUCTS AND EQUIPMENT

Unless specifically authorized in the Contract, substitution of used, reconditioned or recycled products or equipment requires prior approval of Buyer.

3.3 INSPECTION, TESTING AND QUALITY CONTROL

- A. Contractor shall inspect its Work along with materials, supplies, and equipment which are to be incorporated into the Work. In addition, Contractor shall conduct a continuous program of quality control for all Work. When requested by Buyer, Contractor's quality control program and inspection procedures for the foregoing shall be submitted in writing to Buyer for review and approval, in sufficient detail to delineate those items to be inspected and the manner in which they are to be inspected, and shall adequately describe all quality control activities contemplated, including provision for adequate documentation of Contractor's performance of such quality control and inspection.

- B. Contractor shall, during the course of performance of the Work, without additional compensation, make or cause to be made all tests required by this Contract. Buyer may require additional inspections and tests. Contractor shall furnish Buyer with satisfactory documentation of the results of all inspections and tests. Buyer shall be given not less than five (5) working days' notice of any tests to be made by Contractor or Contractor's subcontractors in order that Buyer may witness any such tests.
- C. Buyer and the Government and their representatives, and others as may be required by applicable laws, ordinances and regulations, shall have the right at all reasonable times to inspect the Work and all material, supplies and equipment for the Work. Contractor shall provide, or cause to be provided access and sufficient, safe and proper facilities for such inspections. Neither the failure to make such inspection nor to discover defective workmanship, materials or equipment, nor approval of or payment to Contractor for such work, materials or equipment shall prejudice the rights of Buyer or the Government.
- D. If Contractor covers any portion of the Work prior to any inspection or test provided for in the specifications, inspection schedule, or as previously requested by Buyer, the cost of uncovering and covering the Work to allow for such inspection or test shall be borne by Contractor. Buyer may order reexamination of any Work. In the event of such reexamination, if any material, equipment or any part of the Work is determined by Buyer to be defective, Contractor shall not be reimbursed for uncovering, repair or corrective and restoration costs. If such Work is found to be in accordance with the Contract requirements upon such reexamination, Buyer will pay Contractor the cost of uncovering and restoration.
- E. Rejection by Buyer of any or all parts of defective Work for failure to conform to this Contract shall be final and binding. Such rejected Work shall be promptly corrected or replaced by Contractor at Contractor's expense. If Contractor fails to commence and diligently continue correction or replacement of such rejected Work immediately after receipt of written notice from Buyer to correct or replace the rejected Work, Buyer may at its option remove and replace the rejected Work, and Contractor shall promptly reimburse Buyer for the costs of such removal and replacement of defective Work.

3.4 CONDITIONS AND RISKS OF WORK

Contractor represents that it has carefully examined the drawings and specifications for the Work and has fully acquainted itself with all other conditions relevant to the Work and its surroundings. Contractor assumes the risk of such conditions and will, regardless of such conditions, the expense, or difficulty of performing the Work, fully complete the Work for the stated Contract price. Information about the site of the Work and local conditions at such site furnished by Buyer in specifications, drawings or otherwise is not guaranteed by Buyer and is furnished only for the convenience of Contractor.

3.5 SHIPMENT SAFETY

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 of the deliveries stopped by any Buyer employee for unsafe conditions or practices.

3.6 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; and 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.

3.7 STOP WORK – CONTRACTOR FAILURE TO COMPLY

Upon failure of Contractor or its subcontractor(s) to comply with any of the requirements of this Contract, Buyer has the authority to stop any operations of Contractor or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract. No part of the time lost due to any such stop work orders shall be made the subject of a claim for extension of time or for increased costs or damages by Contractor.

3.8 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 to be subject to the above requirement of further proof or certification. Buyer also reserves the right to question the related 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.

3.9 DELIVERABLES AND CORRESPONDENCE

Unless otherwise specified, all correspondence, reports and data deliverables provided to Buyer shall be legible, written in clear and concise English, identified with the date and/or unique identifier and if applicable the Contract number.

3.10 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. Contractor shall submit to Buyer material safety data sheets (OSHA form 20) as required by applicable regulation. As an inducement to award of this Contract, Contractor warrants full compliance and that it will adhere to all applicable project hazardous waste procedures and if necessary, obtain or arrange for at its expense all identification numbers, permits, applications and other things required in connection with the activities under this Contract. Contractor agrees that it will not store any hazardous wastes at the jobsite for periods in excess of ninety (90) days or in violation of the applicable jobsite storage limitations imposed by law, the Government or Buyer, whichever shall be more restrictive. Contractor further agrees that it will not permit any accumulation in excess of the small quantity generator exclusion of 40 CFR, Part 261, or other applicable laws, as amended. Contractor agrees to take, at its expense all actions necessary to protect third parties, including without limitation, employees and agents of the Government and Buyer from any exposure to, or hazards of, hazardous and/or toxic wastes or substances generated or utilized in Contractor's operations. Contractor agrees to report to the appropriate governmental agencies all discharges, releases and spills of hazardous substances and/or wastes required to be reported by law and to immediately notify Buyer of the same.

4.0 WARRANTY

- A. Contractor warrants that the Work shall comply strictly with the provisions of this Contract and all specifications, drawings and standards referred to in this Contract or thereafter furnished by Buyer, and that the Work shall be first-class in every particular and free from defects in materials and workmanship and in any design or engineering furnished by Contractor. Contractor further warrants that all materials, equipment and supplies furnished by Contractor for the Work shall be new, merchantable, of the most suitable grade and fit for their intended purposes unless specifically provided in this Contract. Without limitation of any other rights or remedies of Buyer, if any defect in the Work in violation of the foregoing warranties arises within the period set forth below, Contractor shall, upon receipt of written notice of such defect, promptly furnish, at no cost to Buyer, design and engineering, labor, equipment and materials necessary to correct such defect and cause the Work to comply fully with the foregoing warranties.
- B. Contractor's warranties set forth in subparagraph A shall extend for twenty-four (24) months after the date of final written acceptance of the Work by Buyer, or eighteen (18) months after the start of regular operation or use of the Work by Buyer, whichever occurs first. Any period wherein the Work is not available for use due to defects in materials, workmanship or engineering furnished by Contractor shall extend the warranty period by an equal period of time.
- C. Design and engineering, labor, equipment and materials furnished by Contractor pursuant to subparagraph A to correct defects shall be warranted by Contractor in accordance with the warranties set forth in subparagraph A for a period of eighteen (18) months from the date of completion of the correction, or for the remainder of the warranty period set forth in subparagraph B above, whichever is longer.
- D. In the event Contractor shall have been notified of any defects in the Work in violation of Contractor's foregoing warranties and shall fail to promptly and adequately correct such defects, Buyer will have the right to correct or to have such defects corrected for the account of Contractor, and Contractor shall promptly pay Buyer the costs incurred in correcting such defects.
- E. Contractor shall obtain from suppliers or vendors, warranties consistent with (A) – (D) covering any commercial or manufactured goods incorporated into the Work provided under this contract.

5.0 TIMING OF WORK

5.1 REPORTING AND COORDINATION

- A. During the performance of Work, Contractor shall submit to Buyer periodic progress reports on the actual progress and updated schedules as may be required by this Contract or requested by Buyer. In the event Contractor's performance of the Work is not in compliance with the schedule established for such performance, Buyer may, in writing, require Contractor to submit its plan for schedule recovery, or specify in writing the steps to be taken to achieve compliance with such schedule, and/or exercise any other remedies under this Contract. Contractor shall thereupon take such steps as may be directed by Buyer or otherwise necessary to improve its progress without additional cost to Buyer.
- B. Contractor recognizes that Buyer, the Government, other contractors and subcontractors may be working concurrently at the jobsite. Contractor agrees to cooperate with Buyer, the Government and other contractors and subcontractors so that the project as a whole will progress with a minimum of delays. Buyer reserves the right to direct Contractor to schedule the order of performance of its Work in such manner as not to interfere with the performance of others.
- C. If any part of Contractor's Work is dependent upon the quality and/or completeness of work performed under another contract, Contractor shall inspect such other work and promptly report to Buyer any defects therein which render such work unsuitable for the proper execution of the Work under this Contract. Failure to make such inspections or to report any such defects to Buyer shall constitute Contractor's acceptance of such other work as suitable to receive Contractor's Work; provided however, that Contractor shall not be responsible for defects that could not have reasonably been detected.

5.2 OVERTIME

Unless expressly stated elsewhere in this Contract, work on the Hanford site shall be compatible with Buyer's starting and quitting times, or other times approved by Buyer. Buyer must approve scheduled overtime work by Contractor in advance and in writing. Contractor shall notify Buyer in advance of any incidental overtime that Contractor elects to work due to such operations as concrete placement, nondisruptable work activities and emergencies to protect life and/or property. Overtime work, whether scheduled or incidental, shall be to Contractor's account unless the compensation therefore is specifically authorized in writing by Buyer. In the event Buyer approves compensation of Contractor's overtime in advance, such compensation as separately authorized shall be limited to the actual cost to Contractor of the premium portion only of all applicable wages, craft fringe benefits, and payroll burdens imposed by any governmental authority and measured by the compensation payable to employees. To establish the amount of payment, Contractor shall submit supporting documents satisfactory in form and content to Buyer for its verification and approval.

5.3 DELAYS – FORCE MAJEURE

- A. In the event Contractor or Buyer is delayed in performing any of their respective obligations in this Contract and such delay is caused by acts of God, war, riots, civil insurrection, acts of the public enemy, accidents, acts of civil or military authority, fires, floods, or earthquakes, beyond the reasonable control of the party delayed, such delay will be excused and the period of such delay will be added to the time for performance of the obligation delayed, unless the date, schedule or time period for performance of the obligation is expressly stated in this Contract to be guaranteed. In the event any delay due to the foregoing causes or events occurs or is anticipated, the party delayed or anticipating delay shall promptly notify the other party in writing of such delay or expected delay and the cause and estimated duration of such delay. In the event of a delay due to the foregoing causes or events, the party delayed shall, at no cost to the other party, exercise due diligence to shorten and avoid the delay and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay.
- B. Contractor shall, within five (5) working days of the commencement of any delay, give to Buyer written notice thereof and of the anticipated effects thereof. Within two (2) working days of the termination of any delay,

Contractor shall file a written notice with Buyer specifying the actual duration of the delay. If Buyer determines that a delay was beyond the control and without the fault or negligence of Contractor, Buyer will determine the duration of the delay and shall extend the time of performance of this Contract thereby.

- C. Contractor shall not be entitled to, and hereby expressly waives recovery of, any damages suffered by reason of delays of any nature, and extension of time shall constitute the sole liability of Buyer and Contractor's sole remedy for delays.

5.4 POSSESSION PRIOR TO COMPLETION

Buyer and/or the Government shall have the right to move into Contractor's working and storage areas and the right to take possession of or use any completed or partially completed part of Contractor's Work as Buyer or the Government deem necessary for their operations. In the event Buyer or the Government desires to exercise the foregoing right, Buyer will so notify Contractor in writing. Such possession or use shall not constitute acceptance of Contractor's Work.

5.5 NOTICE OF COMPLETION AND FINAL ACCEPTANCE

- A. When Contractor deems the Work fully completed, including satisfactory completion of such inspections, tests and documentation as are specified in this Contract, Contractor shall, within ten (10) working days thereafter, give a written Notice of Completion of the Work to Buyer, specifying the Work completed and the date it was completed. Within thirty (30) calendar days after receipt of said Notice of Completion, Buyer may inspect the Work and shall either reject the Notice of Completion and specify defective or uncompleted portions of the Work, or shall give Contractor a written Notice of Acceptance of the Work either for the purpose of final payment only, or for the purposes of final payment and final acceptance.
- B. In the event Buyer rejects the Notice of Completion and specifies defective or uncompleted portions of the Work, Contractor shall within five (5) working days, provide for Buyer review and approval, a schedule detailing when all defects will be corrected and/or the Work will be completed and shall proceed to remedy such defective and uncompleted portions of the Work. Thereafter, Contractor shall again give Buyer a written Notice of Completion of the Work, specifying a new date for the completion of the Work based upon the date such defective or uncompleted portions of the Work were corrected. The foregoing procedure shall apply again and successively thereafter until Buyer has given Contractor written Notice of Acceptance for purposes of final payment and final acceptance.
- C. Any failure by Buyer to inspect or to reject the Work or to reject Contractor's Notice of Completion as set forth above, shall not be deemed to be acceptance of the Work for any purpose by Buyer nor imply acceptance of, or agreement with, said Notice of Completion.

6.0 CHANGES

6.1 NOTIFICATION OF CHANGES

- A. The primary purpose of this clause is to obtain prompt reporting of Buyer conduct that Contractor considers to constitute a change to this Contract. Except for changes identified as such in writing and signed by the Contract Specialist, Contractor shall notify the Contract Specialist in writing promptly, within 5 calendar days from the date that Contractor identifies any Buyer conduct (including actions, inactions, and written or oral communications) that Contractor regards as a change to the Contract terms and conditions. On the basis of the most accurate information available to Contractor, the notice shall state:

1. The date, nature, and circumstances of the conduct regarded as a change;

2. The name, function, and activity of each Buyer individual and Contractor official or employee involved in or knowledgeable about such conduct;
 3. The identification of any documents and the substance of any oral communication involved in such conduct;
 4. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 5. The particular elements of Contract performance for which Contractor may seek an equitable adjustment under this clause, including:
 - (i) What Contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to Contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 6. Contractor's estimate of the time by which Buyer must respond to Contractor's notice to minimize cost, delay or disruption of performance.
- B. Following submission of the notice required by paragraph (A) of this clause, Contractor shall diligently continue performance of this Contract in accordance with its terms and conditions as construed by Contractor.
- C. The Contract Specialist will promptly respond to the notice in writing. In responding, the Contract Specialist shall either—
1. Confirm that the conduct of which Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 2. Countermand any communication regarded as a change;
 3. Deny that the conduct of which Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 4. In the event Contractor's notice information is inadequate to make a decision under paragraphs C 1, 2, or 3 of this clause, advise Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which Buyer will respond.
- D. Equitable adjustments.
1. If the Contract Specialist confirms that Buyer conduct effected a change as alleged by Contractor, and the conduct causes an increase or decrease in Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—
 - (i) In the Contract price or delivery schedule or both; and
 - (ii) In such other provisions of the Contract as may be affected.
 2. The Contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which Buyer is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by Contractor in attempting to comply with the defective drawings,

designs or specifications before Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contract Specialist under this clause is included in the equitable adjustment, the Contract Specialist will have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (a) and (b) of this clause.

- E. Except for audit rights preserved under the Contract, the Contract Modification shall constitute final settlement and full release of all Claims (as defined under the "Disputes" clause) for time and for direct, indirect, and consequential costs, including costs of delay, inconvenience, disruption of schedule, or loss of efficiency or productivity, arising out of or affected by the change. Further, for the avoidance of doubt, Buyer expressly reserves from this release any warranty claims provided for in the Contract.
- F. If Buyer and Contractor are unable to reach timely agreement on the terms of any change in the Work, including any adjustment to the Contract price or period of performance, Contractor may request, in writing, a final offer from Buyer. Buyer may also, at any time, provide a final offer. If Contractor rejects Buyer's final offer, Contractor may proceed under the "Disputes" clause; provided, however, that failure of Contractor to first strictly comply with the requirements of this Changes clause regarding any type of Claim as set forth in this provision shall constitute a complete waiver, release and bar of such Claim under the Contract.
- G. Contractor is not entitled to payment for any proposed changes until such change is incorporated into a Contract Modification. Further, Contractor shall not be entitled to payment without the proposed change and basis for payment documented and agreed upon by Buyer.

6.2 BUYER-DIRECTED CHANGES

- A. Buyer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 - 1. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
 - 2. Method of shipment or packing.
 - 3. Place of delivery.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed by the order, the Contract Specialist will make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- C. Contractor must assert its right to an adjustment under this clause by first submitting a "rough order of magnitude" ("ROM") estimate within 10 calendar days from the date of receipt of the written order and submit a proposal to Buyer within 20 calendar days from the date the ROM is submitted. If after reviewing the Buyer directed change, Contractor determines that it is not feasible to provide a proposal within 20 calendar days after the ROM is submitted, due to intricacy or detail level of the Buyer directed change, Contractor shall notify Buyer at the time the ROM is submitted that its proposal will be delayed. Such notice shall provide an expected date of proposal to Buyer, including sufficient justification for the delay. Contractor shall use best efforts to minimize any delay in providing the proposal and shall timely respond to Buyer's questions regarding Contractor's anticipated proposal. Further, if necessary, Contractor may update its ROM.

Contractor's proposal shall set forth the full compensation for implementing the proposed change in the Work, including any adjustment in the Contract price and/or period of performance, and include all compensation and expense associated with the proposed change including compensation for all delays in connection with such change

in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

The parties acknowledge and agree that strict compliance with this provision is beneficial and necessary in that it provides Contractor an opportunity to promptly identify and resolve impacts and it timely notifies Buyer of Contractor's contentions concerning changes or delays that affect the project, budget and schedule.

- D. If Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contract Specialist will have the right to prescribe the manner of the disposition of the property.
- E. Except for audit rights preserved under the Contract, the Contract Modification shall constitute final settlement and full release of all Claims (as defined under the "Disputes" clause) for time and for direct, indirect, and consequential costs, including costs of delay, inconvenience, disruption of schedule, or loss of efficiency or productivity, arising out of or affected by the change. Further, for the avoidance of doubt, Buyer expressly reserves from this release any warranty claims provided for in the Contract.
- G. If Buyer and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment to the Contract price or period of performance, Contractor may request, in writing, a final offer from Buyer. Buyer may also, at any time, provide a final offer. If Contractor rejects Buyer's final offer, Contractor may proceed under the "Disputes" clause; provided, however, that failure of Contractor to first strictly comply with the requirements of this Changes clause regarding any type of Claim as set forth in this provision shall constitute a complete waiver, release and bar of such Claim under the Contract. Further, nothing herein shall excuse Contractor from proceeding with the Contract as changed.
- H. Contractor is not entitled to payment for any proposed changes until such change is incorporated into a Contract Modification. Further, Contractor shall not be entitled to payment without the proposed change and basis for payment documented and agreed upon by Buyer.

6.3 SUSPENSION AND STOP WORK

- A. Buyer may at any time, and from time to time, by written notice to Contractor suspend, delay or interrupt performance of all or any portion of the Work by Contractor. Said notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Such suspensions shall not exceed one hundred eighty (180) consecutive calendar days each nor aggregate more than two hundred seventy (270) calendar days.
- B. Upon receiving any such notice of suspension, Contractor shall promptly suspend further performance of the Work to the extent specified, and during the period of such suspension shall properly care for and protect all Work in progress and materials, supplies and equipment Contractor has on hand for performance of the work. Upon the request of Buyer, Contractor shall promptly deliver to Buyer copies of outstanding subcontracts of Contractor, and shall take such action relative to such subcontracts as may be directed by Buyer. Contractor shall use its best efforts to utilize its material, labor and equipment in such a manner as to mitigate costs associated with suspension.
- C. Buyer may at any time withdraw the suspension of performance of the Work as to all or part of the suspended work by written notice to Contractor specifying the effective date and scope of withdrawal, and Contractor shall resume diligent performance of the Work for which the suspension is withdrawn on the specified effective date of withdrawal.
- D. If Contractor believes that any such suspension or withdrawal of suspension will have a cost or schedule impact, then Contractor shall comply with this Changes provisions. Contractor shall not be entitled to any prospective profits or any damages because of such suspension or withdrawals of suspension.
- E. A claim resulting from a suspension under this clause will not be allowed unless it is asserted in writing as soon as practical after the withdrawal of the suspension but not later than the date of final payment.

7.0 TERMINATION

7.1 TERMINATION FOR CONVENIENCE

- A. Buyer may terminate performance of Work under this Contract in whole or in part if Buyer determines that a termination is in Buyer's interest. Buyer will terminate by delivering to Contractor a Notice of Termination for Convenience specifying the extent of termination and the effective date.
- B. After receipt of a Notice of Termination, and except as directed by Buyer, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Clause:
1. Stop work as specified in the notice.
 2. Place no further subcontracts or orders (referred to as subcontracts in this Clause) for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 3. Terminate all subcontracts to the extent they relate to the Work terminated.
 4. Assign to the Government, as directed by Buyer, all right, title, and interest of Contractor under the subcontracts terminated, in which case Buyer will have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 5. Proposed settlements arising from the termination of subcontracts require the approval of Buyer prior to final settlement with the subcontractor.
 6. As directed by Buyer, transfer title to the Government and deliver to Buyer (1) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated and (2) the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Buyer.
 7. Complete performance of the Work not terminated.
 8. Take any action that may be necessary, or that Buyer may direct, for the protection and preservation of the property related to this Contract that is in the possession of Contractor and in which the Government has or may acquire an interest.
 9. Use its best efforts to sell, as directed or authorized by Buyer, any property of the types referred to in subparagraph -B.6 above; provided, however, that Contractor (1) is not required to extend credit to any purchaser and (2) may acquire the property under the conditions prescribed by, and at prices approved by, Buyer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Buyer under this Contract, credited to the price or cost of the Work, or paid in any other manner directed by Buyer.
- C. After termination, Contractor shall submit a final termination settlement proposal to Buyer in the form and with the certification prescribed by Buyer. Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by Buyer upon written request of Contractor within this one-year period. However, if Buyer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. If Contractor fails to submit the proposal within the time allowed, Buyer may determine, on the basis of information available, the amount, if any, due Contractor because of the termination and shall pay the amount determined.

- D. Subject to paragraph C. above, Contractor and Buyer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on Work completed. However, the agreed amount, whether under this paragraph or paragraph E. below, exclusive of costs shown in subparagraph E. 3. below, may not exceed the total Contract price as reduced by (1) the amount of payments previously made and (2) the Contract price of Work not terminated. The Contract shall be amended, and Contractor paid the agreed amount. Paragraph E. below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- E. If Contractor and Buyer fail to agree on the whole amount to be paid because of the termination of Work, Buyer will pay Contractor the amounts determined by Buyer as follows, but without duplication of any amounts agreed on under paragraph D. above.
1. The Contract price for completed supplies or services accepted by Buyer (or sold or acquired under subparagraph B.9. above) not previously paid for, adjusted for any saving of freight and other charges.
 2. The total of:
 - a. The costs incurred in the performance of the Work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph 1 above.
 - b. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in subdivision 2. a. above; and
 - c. A sum, as profit on subdivision 2. a. above, determined by Buyer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this Contract, to be fair and reasonable; however, if it appears that Contractor would have sustained a loss on the entire Contract had it been completed, Buyer will allow no profit under this subdivision 2. c. and shall reduce the settlement to reflect the indicated rate of loss.
 3. The reasonable costs of settlement of the Work terminated, including:
 - a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - b. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - c. Storage, transportation, and other cost incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- F. Except for normal spoilage, and except to the extent that Buyer expressly assumed the risk of loss, Buyer will exclude from the amounts payable to Contractor under paragraph E. above, the fair value, as determined by Buyer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to Buyer.
- G. The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this Contract, shall govern all costs claimed, agreed to, or determined under this Clause.
- H. If Buyer has made a determination of the amount due under paragraphs C., E., or J., Buyer will pay Contractor the amount determined by Buyer.
- I. In arriving at the amount due Buyer under this Clause, there shall be deducted –

1. All unliquidated advance or other payments to Contractor under the terminated portion of this Contract;
 2. Any claim which Buyer has against Contractor under this Contract; and
 3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Contractor or sold under the provisions of this Clause and not recovered by or credited to Buyer.
- J. If the termination is partial, Contractor may file a proposal with Buyer for an equitable adjustment of the price(s) of the continued portion of the Contract. Any proposal by Contractor for an equitable adjustment under this Clause shall be requested within 90 days from the effective date of termination unless extended in writing by Buyer.
1. Buyer may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Contractor for the terminated portion of the Contract if Buyer believes the total of these payments will not exceed the amount to which Contractor may be entitled.
 2. If the total payments exceed the amount finally determined to be due, Contractor shall repay the excess to Buyer upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in Contractor's termination settlement proposal because of the retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by Buyer because of the circumstances.
- K. Unless otherwise provided in this Contract or by statute, Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three years after final settlement. This includes all books and other evidence bearing on Contractor's costs and expenses under this Contract. Contractor shall make these records and documents available to Buyer, or the Government at Contractor's office, at all reasonable times, without any direct charge. If approved by Buyer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

7.2 TERMINATION FOR DEFAULT

- A. Buyer may, by written notice of default to Contractor, terminate this Contract in whole or in part if Contractor fails to—
1. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 2. Make progress, so as to endanger performance of this Contract; or
 3. Perform any of the other provisions of this Contract.
- B. Buyer may terminate this Contract for default if Contractor does not cure such failure within 10 days (or more if authorized in writing by Buyer) after receipt of the notice from Buyer specifying Contractor's default.
- C. If Buyer terminates this Contract in whole or in part, it may acquire, under the terms and in the manner Buyer considers appropriate, supplies or services similar to those terminated, and Contractor will be liable to Buyer for any excess costs for those supplies or services. However, Contractor shall continue the Work not terminated.
- D. Contractor shall not be held in default for causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in

either its sovereign or Contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather.

- E. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both Contractor and subcontractor, and without the fault or negligence of either, Contractor shall not be held in default, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for Contractor to meet the required delivery schedule.
- F. If this Contract is terminated for default, Buyer may require Contractor to transfer title and deliver to the Government, as directed by Buyer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as “manufacturing materials” in this Clause) that Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of Buyer, Contractor shall also protect and preserve property in its possession in which the Government has an interest.
- G. Buyer will pay Contract price for completed supplies delivered and accepted. Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes Clause. Buyer may withhold from these amounts any sum Buyer determines to be necessary to protect Buyer and the Government against loss because of outstanding liens or claims of former lien holders.
- H. If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Buyer.
- I. The rights and remedies of Buyer in this Clause are in addition to any other rights and remedies provided by law or under this Contract.

8.0 PROTECTION OF PROPERTY

8.1 PROTECTION OF 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.

8.2 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 workers, 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.

8.3 SUSTAINABLE ACQUISITION, ENVIRONMENT PROTECTION, GREEN PURCHASING

- A. Contractor shall provide products and services in a manner that promotes the expanded use of green products, reduces greenhouse gas emissions and protects the environment. As prescribed in DEAR clause 952.223-78, Sustainable Acquisition Program, and FAR clause 52.223-2, products provided in performance of this Contract shall be environmentally preferable, which include recycled content, bio-based, energy efficient (Energy Star or FEMP designated products), non-ozone depleting alternative products or water efficient (plumbing) products.
- B. Contractor will support Buyer's Environmental Management System in performance of this Contract and provide reports and data about sustainable acquisition efforts as required by the FAR clauses, DEAR clauses and Executive Orders referenced in these and other provisions of the Contract, directly to Buyer for consolidation and reporting to the DOE.

9.0 LABOR AND WORK RULES

9.1 CONTRACTOR'S PERSONNEL

- A. Contractor represents 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 provision.

- B. At all times during the course of the Work, Contractor shall provide at the jobsite a qualified, competent and responsible supervisor who shall be satisfactory to Buyer. The supervisor shall have authority to represent Contractor and directions given to him shall be binding on Contractor. Upon Buyer's written request, Contractor shall give the supervisor, in writing, complete authority to act on behalf of, and to bind Contractor in all matters pertaining to the Work and this Contract. Contractor shall furnish Buyer a copy of the authorization. Contractor shall not transfer or remove any of its supervisory or key personnel from performance of work without the prior written approval of Buyer.
- C. Contractor shall retain all authority and control over its employees, including responsibility for all costs arising from providing reasonable accommodations for its employees.
- D. If requested by Buyer, Contractor shall furnish it with the names and addresses of Contractor's subcontractors, field employees of Contractor and its subcontractors, and others who have performed or are performing the Work hereunder.

9.2 LABOR HARMONY

Contractor agrees that all labor employed by it, its agents, and/or subcontractors for Work on the jobsites shall be in harmony with and be compatible with all other labor used by Buyer or other Contractors. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Work, Contractor shall immediately give notice thereof including all relevant information to Buyer.

9.3 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 revise any such rules and Contractor shall comply fully with such rules as revised in accordance with the foregoing provisions.

9.4 SERVICE CONTRACT REPORTING

- A. In accordance with FAR 52.204-15, "Service Contract Reporting Requirements for Indefinite-Delivery Contracts," 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.

9.5 EQUAL OPPORTUNITY NOTIFICATION

This contractor and any lower-tier 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.

9.6 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

9.7 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.

10.0 INDEMNITY

10.1 INDEMNITY

Contractor agrees to defend, indemnify, and hold harmless Buyer and the Government, the affiliated companies of each, and all of their directors, officers, employees, agents and representatives, from and against:

- A. Any claim, demand, cause of action, liability, loss, or expense arising by reason of Contractor's actual or asserted failure to comply with any law, ordinance, regulation, rule or order, or with this Contract. This includes, but is not limited to, fines or penalties by Government authorities and claims arising from Contractor's actual or asserted failure to pay taxes.
- B. Any claim, demand, cause of action, liability, loss or expense arising from actual or asserted violation or infringement of rights in any patent, copyright, proprietary information, trade secret, or other property right caused or alleged to be caused by the use or sale of goods, materials, equipment, methods, processes, designs or information, including construction methods, construction equipment, and temporary construction facilities, furnished by Contractor or its subcontractors in performance of the Work. Should any goods or services provided by Contractor become, or appear likely to become, the subject of a claim of infringement of a patent, copyright or other property right, Contractor shall, at Buyer's option, either procure for Buyer and the Government the right to continue using such goods or services, replace same with equivalent, non-infringing goods or services, or modify the goods or services so that the use thereof becomes non-infringing, provided that any such modification or replacement is of equal or better quality and provides equal or better performance to the infringing good or services.
- C. Any claim, demand, cause of action, liability, loss or expense arising from injury to or death of persons (including employees of Buyer, the Government, Contractor and Contractor's subcontractors) or from damage to or loss of property (including the property of Buyer or the Government) arising directly or indirectly out of any negligent acts or omissions of Contractor or its subcontractors. Contractor's defense and indemnity obligations hereunder include claims and damages arising from non-delegable duties of Buyer or arising from use by Contractor of construction equipment, tools, scaffolding, or facilities furnished to Contractor by Buyer or the Government.
- D. Any claim, demand, cause of action, liability, loss or expense for actual or alleged contamination, pollution, or public or private nuisance, arising directly or indirectly out of this Contract or out of any negligent acts or omissions of Contractor, or subcontractors.
- E. Contractor's obligations to indemnify defend and hold harmless Buyer shall apply except where the injury, loss, or damage was caused by Buyer's sole negligence or willful misconduct. Contractor's defense and indemnity obligations shall include the duty to reimburse any attorney's fees and expenses incurred by Buyer or the Government for legal action to enforce Contractor's indemnity obligations.
- F. In the event that the indemnity provisions in this Contract are contrary to the law governing this Contract, the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowable by applicable law.
- G. 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.
- H. Buyer is entitled to retain from payments otherwise due Contractor such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within Contractor's indemnity obligations under this Clause until such claims, suits or liens have been settled and satisfactory evidence to that effect has been furnished to Buyer.

- I. Neither Party to this Contract shall be liable to the other for any consequential or exemplary damages or damages for lost profits as a result of any claim indemnified under this provision.

10.2 NUCLEAR SAFETY AND INDEMNITY

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.

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.

11.0 BONDS

If requested by Buyer, Contractor shall obtain payment and/or performance bonds, each in an amount equal to 100% of the Contract price. The bonds shall be written on forms satisfactory to Buyer. Contractor's sureties shall be only those approved by the Department of Treasury, as indicated in Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

12.0 WORK CONDITIONS

12.1 CONTRACTUAL RELATIONSHIP

Contractor represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly equipped, organized and financed to perform such Work. Contractor represents that at the time of submission of its proposal for performance of the Work, it was properly licensed and qualified to do business in all governmental jurisdictions in which the Work is to be performed. Upon written request by Buyer, Contractor shall furnish to it such evidence as Buyer may require relating to Contractor's ability to fully perform this Contract. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any subcontractor and Buyer or the Government.

Contractor agrees that Contractor is an independent Contractor and an employer subject to all applicable unemployment compensation, occupational safety and health, workers' compensation, or similar statutes so as to relieve Buyer of any responsibility or liability for treating Contractor's employees as employees of Buyer for the purpose of their safety or of keeping records, making reports or paying of any payroll taxes or contribution; and Contractor agrees to defend, indemnify and hold Buyer harmless and reimburse it for any expense or liability incurred under said statutes in connection with employees of Contractor, including a sum equal to any unemployment benefits paid to those who were Contractor's employees, where such benefit payments are charged to Buyer under any merit plan or to Buyer reserve account pursuant to any statute. Contractor further agrees, as regards the items set forth below and for Work under this Contract, that it will keep and have available all necessary records and make all payments, reports, collections and deductions and otherwise do any and all things so as to fully comply with all federal, state and local laws, ordinances and regulations as they affect performance of this Contract, so as to fully relieve and protect Buyer and the Government from any and all responsibility or liability therefore or in regard thereto: (1) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment; (2) the hire, tenure or conditions of employment of employees and their hours or work and rates of the payment of their work, and (3) the keeping of records,

making of reports, and the payment, collection and/or deduction of federal, state, commonwealth and local taxes, contributions, pension funds, welfare funds or similar assessments.

12.2 PERMITS AND LICENSES

Contractor shall promptly apply for and procure without additional compensation all permits (except for such permits as may be specifically set forth as Buyer responsibility elsewhere in this Contract), certificates and licenses required by governmental authorities having jurisdiction over the Work, Contractor or the location of the Work.

12.3 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. 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.

12.4 UNCLASSIFIED COMPUTER SECURITY REQUIREMENTS

When made available by 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 Company Computer Protection Program Manager (CPPM).
- Obtain approval from the CPPM prior to making any connections
- 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).

12.5 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).
- B. 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. CUI can include Classified, Unclassified Controlled Nuclear Information (UCNI), Export-Controlled Information (ECI), and Naval Nuclear Propulsion Information (NNPI), designs, drawings, technical experience, software, processing systems, databases, financial information, intellectual property, trade secrets, customers,

vendors, personnel records, research, development, inventions, plans, manufacturing, engineering, accounting, bid data, sales, marketing, contract terms, and any information generated pursuant to work performed in accordance with the contract.

- C. CUI constitutes a commercial asset or information relating to national security of considerable value to Buyer and the Government. 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.
- D. The restrictions set out in paragraph (C) 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.
- E. 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.
- F. 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.
- G. 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.
- H. Nothing contained in the Contract, or in any disclaimer made by Buyer or the Government, shall be construed to grant Contractor any license or other rights in or to disclose confidential information or any patent, trademark, or copyright that has been or may be issued unless expressly conveyed by written agreement exclusive of the Contract.
- I. In the event that Work performed by Contractor in accordance with the Contract involves the collection or generation of data on persons or associations, Contractor shall maintain strict confidentiality of records in accordance with the laws of the State of Washington; the Privacy Act of 1974 (5 U.S.C. 552a); provisions of the Fair Credit Reporting Act (15 U.S.C. 1681); and other applicable federal and state agency regulations. Violations of these statutes may result in criminal penalties.
- J. The Contractor agrees to flow down this clause to all subcontracts that are provided access to confidential or CUI information under this contract

12.6 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.

12.7 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.

12.8 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.

12.9 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.

13.0 INVOICING AND PAYMENTS

13.1 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.

13.2 INVOICING

- 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. 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 Buyer under this Contract may constitute a violation of the Federal False Claims Act.

- D. 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.
- E. 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.
- F. 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.

13.3 LIMITATION OF FUNDS

Contractor shall notify the Contract Specialist in writing, whenever it has reason to believe that the costs it expects to invoice under this Contract in the next 30 days, when added to all costs previously invoiced, will exceed 75 percent of the total Contract value. The notice shall state the estimated date when such allotted amount will be reached.

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

13.5 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. If the backcharges exceed invoiced amounts, backcharges will be invoiced by Buyer to Contractor. Backcharges are payable within 30 days from receipt of Buyer's invoice.

13.6 LIENS

- A. To the full extent permitted by applicable law, Contractor hereby waives and releases any and all rights of materialmen or mechanics' liens and similar rights for payment for services, labor, equipment, or materials furnished by Contractor in performance of the Work and granted by law to persons supplying materials, equipment, services and other things of value to approve or modify land or structures hereon, which Contractor may have against the Government's premises, property belonging to Buyer or the Government, or to either of them, or funds payable by the Government to Buyer.

- B. Contractor shall at all times promptly pay for all services, materials, equipment and labor used or furnished by Contractor in the performance of the Work under this Contract and shall, to the fullest extent allowed by law, at its expense keep the Government's premises and all property belonging to Buyer and the Government, or to either of them, free and clear of any and all of the above mentioned liens and rights of lien arising out of services, labor, equipment or materials furnished by Contractor or its employees, materialmen or subcontractors in the performance of the Work. If Contractor fails to release and discharge any lien or threatened lien against the Government's premises or the property of Buyer and the Government, or of either of them, arising out of performance of the Work within five (5) working days after receipt of written notice from Buyer to remove such claim of lien or otherwise deal with the lien claimant, Contractor shall pay Buyer any and all costs and expenses of Buyer in so doing, including reasonable attorney's fees incurred by Buyer.

13.7 FINAL PAYMENT CERTIFICATION AND RELEASE

Buyer is not be obligated to make final payment to Contractor until Contractor has delivered to Buyer a certificate and release satisfactory to Buyer that Contractor has fully performed under this Contract and that all claims of Contractor for the Work are satisfied upon the making of such final payment, that no property of the Government or property used in connection with the Work is subject to any unsatisfied lien or claim as a result of the performance of the Work, that all rights of lien against the Government's property in connection with the Work are released (including without limitation, if Buyer requests, releases of lien satisfactory in form to Buyer executed by all persons who by reason of furnishing material, labor or other services to Contractor for the Work or potential liens against the Governments property), and that Contractor has paid in full all outstanding obligations against the Work.

13.8 INTEREST PAYMENT

No interest is payable to Seller 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).

13.9 OTHER DIRECT COSTS

Unless specifically identified in the Contract, Other Direct Costs (ODCs), including travel, may not be charged to this Contract. If authorized in the Contract, to be considered for reimbursement, Other Direct Costs must be:

- A. Directly **Allocable** to performance of this Contract,
- B. **Allowable** in accordance with FAR part 31,
- C. **Reasonable** in accordance with FAR cost and pricing principles, and
- D. Invoiced in a timely manner with accurate, detailed, and sufficient documentation, as required in the Contract or by regulation, to verify the ODC, the authorized approval for incurrence of the ODC, and an explanation of the Contractual purpose for the ODC.
- E. In addition to the above, when travel is authorized in the Contract:
 - a. Travel must be performed, invoiced and supported in accordance with the Federal Travel Regulations in effect at the time of the travel as identified on the GSA.GOV web site,
 - b. Must be accomplished with reasonable steps to mitigate the amount of travel expense. When Work assignments are such that travel for any one employee would exceed a short term (typically more than 30 days), Contractor is expected to propose and implement lower cost alternatives (such as long term lodging, temporary relocation, long term car rental, etc.).
 - c. Invoices for authorized travel expenses must:

- i. Identify the name(s), purpose, destination(s) and details of the travel,
- ii. Be supported by original or legible copies of receipts for
 1. Actual airfare or other public conveyance expenses,
 2. Car rental expenses for each rental day, and
 3. Lodging expenses.

Submittal of an invoice for ODCs constitutes Contractor's certification to the above.

13.10 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.

14.0 LAWS AND REGULATIONS

14.1 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. 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.
- C. Contractor shall comply with the requirements of those DOE directives, or parts thereof identified in this contract including those applicable directives listed in Section J, Attachment J-2 of the Buyer's prime contract.
- D. 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.

- E. 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.

14.2 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. 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.

14.3 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.

14.4 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.

14.5 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.

14.6 GRATUITIES

- A. Contractor, its employees, agents or representatives shall not offer or give to an officer, director, agent, consultant, official or employee of Buyer or the Government, any gifts, entertainment, payments, loans or other gratuities 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.

14.7 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.

14.8 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.

14.9 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.

14.10 IMPLEMENTATION OF SECTION 3161 POLICY ON WORKFORCE RESTRUCTURING

- A. Pursuant to the requirements of Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Pub. L. 102-484) preference is to be provided to displaced Contractor employees whose eligibility is defined in the DOE guidelines on work force restructuring or the site work force restructuring plan, including lower tier subcontractor employees, for work at the Hanford Site in accordance with the following unless modified by final Section 3161 guidance issued by DOE. Contractor shall:
1. Require subcontractors and sub-tier subcontractors offering or bidding to perform a work activity to provide hiring preference, to the extent practicable, in filling vacancies to displaced employees who meet the eligibility criteria contained in the DOE's Work Force Restructuring Guidelines and who are qualified for the prospective work or, through further retraining, can become qualified within the time frames and dollar amounts provided for in the guidelines (displaced workers with the hiring preference are listed on the Department's Job Opportunity Bulletin Board System {JOBBS} along with their qualifications); consistent with applicable law or employment seniority plans or practices of the DOE, with Section 3152 of the National Defense Authorization Act for Fiscal Years 1990 and 1991, and with the terms of any legally enforceable affirmative action plan.
 2. Provide, or through its subcontractors provide, the training contemplated by subparagraph A.1. above; and
 3. Discuss with affected unions or subcontractors and bargain where required by law regarding the implementation of the hiring preference provided by subparagraph A.1. above.
- B. Contractor and any lower tier subcontractor subject to subparagraph A.1. above shall negotiate with affected unions to implement the hiring preference. This includes if necessary, special agreements for allocation of work or arrangements for exceptions to internal union rules that might otherwise be obstacles to implementation of the hiring preference, consistent with the Departmental guidance regarding Section 3161.
- C. Contractor and any subcontractor shall comply with plans issued by DOE pursuant to Section 3161.
- D. Nothing in this Clause shall be construed to excuse Contractor or any subcontractor from compliance with the requirements of any applicable law.

E. Nothing in this Clause is intended to create rights in third parties or persons.

14.11 TOXIC SUBSTANCES CONTROL ACT

Contractor warrants that each and every chemical substance delivered under this Contract, if any, shall, at the time of sale, transfer or delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section 2607(b) of the Toxic Substances Control Act (15 U.S.C. 2601-2629).14.12

14.12 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. If the parties fail to reach agreement on the terms of any change order for Buyer-directed work under Section 6.2 or resolution of a request for equitable adjustment under Section 6.1, Contractor's sole remedy shall be to file a Claim with Buyer as provided for in this Section 14.12 C.
1. Contractor shall file its Claim within 45 days after the date of Buyer's final offer made in accordance with the "Changes" clause.
 2. Contractor's Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled, shall be fully substantiated and documented, and certified in accordance with Section 14.12 D.3 and 4.
 3. To assist in the review of Contractor's Claim, Buyer may request additional information in order to fully evaluate the issues raised by the Claim. Contractor shall have 14 days from the request to provide such additional information.
 4. Buyer shall issue a written decision within 90 days after receipt of the Claim or receipt of the additional information, if requested by Buyer. Buyer's written decision shall be final and conclusive as to all matters set forth in the Claim.
 5. If Contractor contests Buyer's written decision, either party may pursue litigation or alternative dispute resolution (ADR).
 6. **FAILURE OF CONTRACTOR TO GIVE NOTICE OF CLAIM AND CLAIM SUBSTANTIATION WITHIN THE DESIGNATED TIME PERIOD AND TO STRICTLY COMPLY WITH THE REQUIREMENTS SET FORTH IN THIS SECTION 14.12C SHALL CONSTITUTE AN ABSOLUTE AND COMPLETE WAIVER, RELEASE AND BAR OF SUCH CLAIM UNLESS Buyer HAS AGREED IN WRITING TO AN EXTENSION OR REVISION TO THE GENERAL PROCEDURE FOR GIVING NOTICE AND SUBSTANTIATION OF CLAIMS AS STATED HEREIN.**
- D. A Contractor Claim that does not arise under the Changes Clause of the Contract shall be submitted in writing to the Contract Specialist for a decision within six years after accrual of the Claim, unless the Contracting parties agreed to a shorter time period. A Claim by 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 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.
- E. Buyer’s decision shall be final unless Contractor appeals or files a suit.
- F. If the Claim by Contractor is submitted to Buyer or a Claim by 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 Buyer, in writing, of Contractor’s specific reasons for rejecting the offer.
- G. 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 Buyer.

15.0 CLAUSES INCORPORATED BY REFERENCE

FAR/DEAR REFERENCE	CLAUSE TITLE
FAR 52.203-3	Gratuities (Apr 1984)
FAR 52.203-5	Covenant Against Contingent Fees (May 2014)
FAR 52.203-6	Restrictions On Subcontractor Sales To The Government (Sept 2006)
FAR 52.203-7	Anti-Kickback Procedures (May 2014)
FAR 52.203-8	Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (May 2014)
FAR 52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity (May 2014)
FAR 52.203-12	Limitation On Payments To Influence Certain Federal Transactions (Oct 2010)
FAR 52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)
FAR 52.230-14	Display of Hotline Poster(s) (Oct 2015)
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Apr 2014)
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentially Agreements or Statements (Jan 2017)
FAR 52.204-4	Printed Or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
FAR 52.204-9	Personal Identity Verification Of Contractor Personnel (Jan 2011)
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 and Equipment (Aug 2020)

FAR 52.209-6	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (Oct 2015)
FAR 52.215-2	Audit and Records—Negotiation (Oct 2010)
FAR 52.215-10	Price Reduction for Defective Certified cost or Pricing Data (Aug 2011)
FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Aug 2011)
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FAR 52.222-26	Equal Opportunity (Sep 2016)
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FAR 52.222-40	Notification of Employee Rights under the National Labor relations Act (Dec 2010)
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DEAR 970.5232-3	Accounts, Records, And Inspection (Dec 2010) Alternate I (Dec 2000)