

RESOLUTION NO. R2026-11

**A RESOLUTION APPROVING
AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WARRENVILLE AND THE U.S. DEPARTMENT OF ENERGY
FOR FERMILAB WATER SERVICE**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and the United States Department of Energy (“**DOE**”) is a department of the United States Government; and

WHEREAS, the City and DOE are both public agencies under the Intergovernmental Cooperation Act, 5 ILCS 220, and are authorized to exercise their powers and duties in a cooperative manner among themselves as public agencies; and

WHEREAS, DOE owns the property commonly known as Fermilab; and

WHEREAS, Fermilab is located outside the corporate limits of the City; and

WHEREAS, Section 7-4B-1.D of the Warrenville City Code authorizes the City to provide water service to government agency properties located outside the corporate limits of the City, provided that the City and the government agency enter into an intergovernmental agreement; and

WHEREAS, on August 2, 2005, the City Council adopted Ordinance No. 2232, approving a 10-year agreement with DOE, pursuant to which the City provided water service to Fermilab; and

WHEREAS, on December 21, 2015, the City Council adopted Ordinance No. 2972, approving another 10-year agreement with DOE for the provision of water service to Fermilab; and

WHEREAS, DOE has requested that the City continue to provide the water service to Fermilab; and

WHEREAS, the City and DOE propose to enter into a new agreement in order to memorialize their respective rights and responsibilities regarding the provision of water service by the City to Fermilab (“**Agreement**”); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Agreement with DOE;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Agreement. The Agreement with DOE is hereby approved substantially in the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Administrator.

SECTION 3: Execution. The Mayor the City Clerk are authorized and directed to execute and seal the Agreement on behalf of the Agreement.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

PASSED THIS ____ day of _____, 2026.

AYES: ____ NAYS: ____ ABSENT: ____ ABSTAIN: ____

APPROVED THIS ____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
AGREEMENT

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Contract") effective as of the date of final signature by an authorized agent, by and between the CITY OF WARRENVILLE, DuPage County, Illinois (hereinafter referred to as the "City"), and the DEPARTMENT OF ENERGY FERMI SITE OFFICE, an agency of the United States of America (hereinafter referred to as the "DOE").

WITNESSETH:

WHEREAS, DOE has requested that the City provide water services to the main Fermilab campus, including Wilson Hall; and

WHEREAS, pursuant to Title 7, Chapter 4, Section 7-4B-1.D, of the City Code, the City may provide water service to Fermilab subject to the terms and conditions of an intergovernmental agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and pursuant to their powers of intergovernmental cooperation, it is agreed by and between the parties hereto as follows:

1. The recitals hereinabove set forth are hereby incorporated as findings of fact in this Paragraph 1 as if said recitals were fully set forth herein.

2. During the term of this Contract, the City agrees to supply potable water service to the Fermilab buildings shown on Exhibit I attached hereto and made a part hereof. No other structure shall be connected to the City's water system without prior written notice to the City and the City's approval of the new connections. This written notice shall be given to the City ninety (90) days prior to construction and shall include the location and the projected water

demand for the new connection.

3. The DOE Base Rate for water service from the City shall be equal to the residential rate for water services, as now existing or hereafter amended, paid by customers whose property is located within the City's corporate limits. The current rate for this service is a Base Charge of \$165.63 every month (encompassing two meters- \$8.72 and \$156.91 monthly) and a Water Consumption Charge of \$2.68 per thousand gallons of water. The City shall provide written notice to DOE within thirty (30) calendar days of any rate change affecting this Contract. The City will issue invoices on a monthly basis to DOE for the water service and DOE will pay undisputed invoices within 60 days of receipt.

4. If, in the future, the City obtains water from the DuPage Water Commission (DPWC), the parties will mutually agree to and establish an impact cost to be paid at that time. This Agreement will be modified to reflect the parties' mutual agreement. Should the parties fail to agree or should DOE fail to pay the DPWC impact fee in a timely manner, then this Contract shall be rendered null and void, and water service pursuant to this Contract shall be terminated by the City.

5. The term of this Contract shall be from the date of its execution through August 15, 2030. Notwithstanding the foregoing, (i) DOE may cancel this Contract at any time upon one year's (365 days) prior written notice to the City, or (ii) this Contract may be terminated by the City upon the failure of DOE to (a) pay amounts due for the Base Rate and Water Consumption Charges within 90 days after receiving notice of a past-due invoice or (b) agree to or to pay the DPWC impact fee in a timely manner.

6. The parties recognize and agree that any water mains, service lines, or appurtenances which are located beyond the City limits (beyond the two existing City service valves for DOE located approximately at the City limits and shown on Exhibits III and IV attached hereto and made

a part hereof) that are used to distribute water to Fermilab shall be owned, operated and maintained by DOE, at its sole cost and expense, and the City shall have no responsibility therefor (collectively, the ***“Fermilab Water Distribution Network”***). Reference Exhibit III/IV. DOE hereby agrees that employees of the City may go upon Fermilab property in public access areas for the purpose of reading and inspecting meters for water usage. Access to the Fermilab site by the City of Warrenville will be in accordance with the Fermilab Site Access Requirements Exhibit II Attachment I. In the event work is required to be conducted on City of Warrenville owned equipment which resides on the Fermilab site, the City will notify Fermilab in advance and follow all Fermilab Site Specific Environment Safety and Health Requirements available links on Exhibit II Attachment I attached hereto and subject to change. Water meters shall be routinely tested and calibrated as determined by the City's Public Works Superintendent.

7. DOE agrees that backflow prevention devices shall be installed and maintained in good working order for all connections to the City public water supply as described Section 7-4A-18 of the Warrenville City Code. Each backflow device must be inspected on an annual basis and the results of the inspection must be submitted to the City via Aqua Backflow or another method specified in writing by the Public Works Director.

8. DOE agrees to maintain the Fermilab Water Distribution Network in a manner that minimizes breaks and leaks resulting in lost water. DOE shall notify the City as soon as practicable if it identifies any breaks or significant leaks within the Fermilab Water Distribution Network. DOE will repair any leaks or breaks in the Fermilab Water Distribution Network in a timely manner at its sole cost.

9. Notwithstanding anything to the contrary set forth herein, Fermilab shall be entitled to receive no more than a maximum daily average of 92,500 gallons (30,000 for the village which is currently connected to the City's water supply and 62,500 for the main campus)

of water per day (the Daily Average) from the City by virtue of this Contract. In no event shall Fermilab's water usage exceed a maximum of 185,000 gallons of water on any single day (the "Daily Maximum") shown on Exhibit II attached hereto and made a part hereof.

Should Fermilab's actual water usage for any day during a month exceed the Daily Maximum, then for that day, DOE shall pay the City twice the normal water charge for all water usage in excess of the Daily Maximum (the "Daily Maximum Surcharge"). The Daily Maximum Surcharge shall not be applicable to metered water consumption due to water main breaks, provided that there are no more than four such occurrences per year that contribute to the amount of water to exceed the Daily Maximum. Fermilab will cause any such excessive flows and usage to be eliminated in a timely manner by actual repair of the broken water main or isolation of such via distribution valves. Fermilab shall notify the City Public Works Department the day such break may occur for verification purposes.

Should Fermilab's actual water usage during any 365-day period exceed the Daily Average multiplied by the number of days in a particular year (the "Annual Maximum"), then DOE shall pay the City twice the normal water charge for all water usage in excess of the Annual Maximum (the "Annual Maximum Surcharge"). Should DOE desire to increase the average and maximum water allocation in the future, DOE must submit its request in writing to the City Administrator. Thereafter, upon mutual agreement of the City and DOE, Fermilab's allocation may be increased by a duly executed agreement.

10. Notices or other writings which either party is required to, or may wish to, serve upon the other party in connection with this Contract shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows in Paragraph 10.

11. Payment for domestic water services provided by the City of Warrenville

will be budgeted and paid by the Fermi National Accelerator Laboratory. This Intergovernmental Agreement sets the parameters for this engagement, and is not in and of itself an obligation of the US Department of Energy to pay.

12. Correspondence:

If to the City:

City of Warrenville
3 S. 258 Manning Avenue
Warrenville, IL 60555
Attention: City Administrator

If to DOE:

U.S. Department of Energy
Fermi Site Office
P. O.Box 2000
Batavia, IL 60510

or to such other address as either party may from time to time designate in a written notice to the other party.

13. Additional terms and conditions applicable to this Contract are set forth in Exhibit II attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed as of the date of signature.

DEPARTMENT OF ENERGY

CITY OF WARRENVILLE

By its

By its City Administrator

Date: _____

Date: _____

EXHIBIT I

Bldg. No.	Property Name	Gross Sqft
001	Wilson Hall & Auditorium	420,213
003	Feynman Computing Center	81,472
004	Helen Edwards Center	79,200
005	Science Education Center	8,489
019	11 Sauk Circle - Anderson Barn	6,832
020	1 Sauk Circle - Residence	3,064
021	3 Sauk Circle - Residence	2,204
022	4 Sauk Circle - Residence	2,891
023	5 Sauk Circle - Residence	2,131
024	6 Sauk Circle - Residence	1,960
025	7 Sauk Circle - Residence	925
026	8 Sauk Circle - Residence	825
027	9 Sauk Circle - Residence	1,782
028	10 Sauk Circle - Residence	2,990
029	12 Sauk Circle - Residence	2,414
030	13 Sauk Circle - Residence	1,774
031	14 Sauk Circle - Residence	2,632
032	15 Sauk Circle - Residence	1,480
033	17 Sauk Circle - Residence	1,380
034	18 Sauk Circle - Residence	2,368
035	19 Sauk Circle - Residence	2,164
036	1 Sauk Blvd - Aspen East	17,117
040	14 Sauk Blvd - Residence	1,092
041	16 Sauk Blvd - Residence	1,092
042	18 Sauk Blvd - Vending/Laundry	1,092
043	20 Sauk Blvd - Residence	1,092
044	1 Shabbona - Dorm 3	3,200
045	22 Sauk Blvd - Residence	1,092
046	24 Sauk Blvd - Residence	1,092
048	26 Sauk Blvd - Residence	1,092
049	28 Sauk Blvd - Residence	1,092
051	28b Sauk Blvd - Greenhouse	1,920
053	29 Sauk Blvd - Residence	1,092
054	30 Sauk Blvd - Maid Hdqtrs	1,600
055	30a Sauk Blvd - Pole Building	1,650
056	31 Sauk Blvd - Equipment Shed	576
057	32 Sauk Blvd - Dorm 1	2,206
058	33 Sauk Blvd - Residence	1,092
059	34 Sauk Blvd - Residence	1,092
060	36 Sauk Blvd - Metals Dev. Lab	2,100
069	2 Che Che Piqua-Users Center	9,522
070	1 Che Che Piqua - Kuhn Barn	7,200
077	13 Neuqua - Residence	1,092
078	16 Neuqua - Residence	1,092
079	18 Neuqua - Historical Archives	1,092
080	19 Neuqua - Residence	1,092

081	20 Neuqua - Lab 7 House	1,092
082	22 Neuqua - Lab 7 House	1,092
083	23 Neuqua - Residence	1,092
084	25 Neuqua - Residence	1,092
085	14 Neuqua - Residence	1,092
086	26a Neuqua-Lab 6-Garage	648
087	28 Neuqua - Lab 6 House	1,092
088	30 Neuqua - Lab 6 House	1,092
089	28a Neuqua-Lab 6 Pole Building	1,650
090	32 Neuqua - Lab 6 House	1,092
091	34 Neuqua - Lab 5 House	1,092
092	36 Neuqua - Lab 5 House	1,092
093	36a Neuqua - Lab 5 Pole Bldg.	3,414
094	38 Neuqua - Lab 5 House	1,092
095	36 Shabbona - Lab 5 House	1,092
096	26 Neuqua - Scintillator R&D	2,080
102	27a Winnebago - Lab 1 House	1,092
103	27b Winnebago - Lab 1 House	1,092
104	27c Winnebago - Lab 1 House	1,092
105	29 Winnebago - Machine Repair	1,935
106	32 Winnebago - Lab 4 House	1,092
107	35a Winnebago-Lab 2 Compressor	657
108	40 Shabbona-Lab 4 House/Office	1,092
109	30 Winnebago - Machine Repair	3,024
116	22 Blackhawk - Residence	1,092
117	24 Blackhawk - Residence	1,092
125	35 Blackhawk - Residence	1,092
131	2 Shabbona - Dorm 2	5,000
132	8 Shabbona - Residence	1,092
134	10 Shabbona - Residence	1,092
135	12 Shabbona - Residence	1,092
136	14 Shabbona - Residence	1,092
138	19 Shabbona - Residence	1,092
140	21 Shabbona - House	1,092
141	Curia I-34 Shabbona, Day Care, Dorms 5,6	20,995
142	33 Shabbona - Residence	1,092
143	35a Shabbona - Lab 3 House	1,092
156	11 Potawatomi - Residence	1,092
157	12 Potawatomi - Residence	1,092
158	13 Potawatomi - Residence	1,092
159	14 Potawatomi - Residence	1,092
160	15 Potawatomi - Residence	1,092
162	16 Potawatomi - Shower Rooms	1,092
163	16a Potawatomi - Exercise Rms	2,557
164	16b Potawatomi - Gymnasium	7,240
165	17 Potawatomi - Residence	1,092
167	18 Potawatomi - Residence	1,092
168	20 Potawatomi - Dorm 4	1,667
169	20a Potawatomi Dorm 4	1,092

170	22 Potawatomi - Residence	1,092
171	24 Potawatomi - Residence	1,092
179	27 Winnebago - Lab 1	9,588
180	35 Winnebago-Lab 2 Butler Bldg	11,985
181	35 Shabbona - Lab 3	10,960
182	38 Shabbona - Lab 4	11,413
183	36a Shabbona-Lab 5 Butler Bldg	9,600
184	32a Neuqua- Lab 6 Butler Bldg.	14,550
185	22a Neuqua-Lab 7 Butler Bldg.	9,600
186	27a Blackhawk-Lab 8 Butler Bld	11,938
202	AP10 Service Building	5,728
203	AP50 Service Building	7,008
204	AP-0 Target Hall	8,176
206	Booster Gallery East & West	23,160
207	Booster Tower Southwest	14,560
208	Booster Tower Southeast	14,560
209	MC-1	14,881
212	Linac, X-Gallery, Transfer Gallery	123,587
214	Central Utility Building	16,398
217	A0 Lab Building	18,191
218	A-0 Service Bldg./Vehicle	4,056
230	C-0 Service Building	5,520
251	F-0 (Rf) Service Building	20,816
323	HAB - Heavy Assembly Building	41,610
325	D-0 Assembly Building	64,756
326	PPD Office Building at D-0	10,483
327	PPD Office Building at CDF	8,721
328	Office, Technical and Education (OTE)	47,300
330	C0 Experimental Hall	7,740
350	Cryogenic Plant Building	31,376
352	Linac Gallery	35,000
404	Ms-2 Meson Service Building	2,497
408	Meson Detector Building	32,091
412	Meson Assembly Building	13,750
413	Shield Block Storage Shed	22,442
416	Polarized Proton Lab - Mp	13,137
420	Meson West Lab -- MW9	16,002
422	BD Cryogenic Engineering Office	4,821
500	Proton Pagoda	1,300
502	Proton Assembly	12,904
504	Proton Tagged Photon Lab	5,971
506	High Intensity Laboratory	6,654
520	Proton Pole Building - Site 50	2,576
522	Training Center	9,565
600	Neutrino Lab A	12,716
602	Neutrino Lab B	9,498
604	Neutrino Lab C	5,190
605	Lab CD Cross Connect Building	5,037
606	Neutrino Lab D	9,161

608	Neutrino Lab E	5,225
609	Lab BEG Connection	10,769
610	Laboratory F	15,799
612	Laboratory G	4,264
614	Neutrino Lab Nwa	8,000
616	Neutrino Service #1	3,320
618	Neutrino Service #2	1,272
622	Neutrino Service #4	1,266
623	Neutrino Service Building #7	1,302
624	Neutrino Target Service	4,543
628	HDCF - Grid Comp Ctr - WBL Ctg House	16,925
630	KTeV / NM4	13,152
700	NML	28,104
702	Cryo Module Test Facility (CMTF)	27,204
708	MI 8 Service Building	26,250
709	TSIB	11,000
731	MI 31 Service Bldg. E-Cool	5,312
760	MI 60 Service Building	29,653
765	NuMI Target Service Building	8,105
780	Mini BoONE Detector Building	4,465
785	MINOS Service Building	6,830
800	Industrial Building #1	22,763
801	Industrial Building #2	32,467
802	Industrial Center Building A (ICBA)	14,000
804	Industrial Building #3	19,422
805	Industrial Building #4	21,095
806	Industrial Center Building	43,981
808	IB3A - Industrial Building 3A	14,670
840	Low Level Waste Handling Bldg.	13,600
921	Site 37 Shop	17,500
922	Site 38 Maintenance	14,518
926	Site 39	15,847
929	Fuel Service Center	1,904
930	Site 38 Barn	17,424
931	Radiation Physics Calibration	5,736
932	Site 38 Fire Station	5,183
938	Receiving Warehouse #1	40,000
940	Receiving Warehouse #2	43,078
946	Site 50 House	3,950
948	Site 52 House	3,876
964	Site 55 House	3,661
970	Site 55 WS-3 Waste Storage	2,219
976	Site 56 Residence	2,912
986	Site 58 Residence	3,697

EXHIBIT I

Month	DWS Monthly Usage (gal)	DWS Daily Average Usage (gal)
7/1/2024	1,683,000	55,180
8/1/2024	1,686,000	55,279
9/1/2024	1,560,000	51,148
10/1/2024	1,861,000	61,016
11/1/2024	1,016,000	33,311
12/1/2024	1,189,000	38,984
1/1/2025	1,049,000	34,393
2/1/2025	1,546,000	50,689
3/1/2025	2,703,000	88,623
4/1/2025	2,724,000	89,311
5/1/2025	3,486,000	114,295
6/1/2025	2,874,000	94,230

Annual Usage (gal)	Annual Daily Average (gal)
23,377,000	63,872

EXHIBIT II

BPA Terms and Conditions Intergovernmental Agreement

1. *Description of agreement.* The City of Warrenville will supply the Fermi National Accelerator Site, owned by the Department of Energy with domestic water supply for a period not to exceed ten (10) years. For the purposes of this contract, the instantaneous water usage at the service points identified in Exhibit I, shall constitute an order for domestic water to be furnished under this contract.
2. *Extent of obligation.* The Government is obligated only to the extent of authorized purchases actually made under the BPA. This agreement may be terminated upon one year (365) days written notice by either party.
3. *Purchase limitation.* The daily water consumption for the Fermilab Site shall not exceed 185,000 gallons.
4. *Period of Performance.* Not to exceed ten (10) years.
5. *Individuals authorized to purchase under the BPA.* For the purposes of this contract, the instantaneous water usage at the service points identified in Exhibit I, shall constitute an order for domestic water to be furnished under this contract.
6. *Delivery tickets.* All shipments under the agreement, except those for newspapers, magazines, or other periodicals, shall be accompanied by delivery tickets or sales slips that shall contain the following minimum information:
 - i. Name of supplier.
 - ii. BPA number.
 - iii. Date of purchase.
 - iv. Purchase number.
 - v. Itemized list of supplies or services furnished.
 - vi. Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
 - vii. Date of delivery or shipment.
7. *Invoices.* A summary invoice shall be submitted monthly or upon expiration of this BPA, whichever occurs first, for all domestic water supplied during a billing period.

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Oct 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).

(6) [52.233-3](#), Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate.*]

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and [10 U.S.C. 4655](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).

X (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101](#) note).

__ (6) [Reserved].

__ (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ([Pub. L. 115–390](#), title II).

__ (11)

__ (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115–390](#), title II).

__ (ii) Alternate I (Dec 2023) of [52.204-30](#).

X (12) [52.209-6](#), Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) ([31 U.S.C. 6101 note](#)).

X (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

__ (14) [Reserved].

__ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).

__ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (17) [Reserved]

__ (18)

__ (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of [52.219-6](#).

__ (19)

__ (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of [52.219-7](#).

X (20) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025)([15 U.S.C. 637](#)(d)(2) and (3)).

__ (21)

__ (i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2025) ([15 U.S.C. 637](#)(d)(4)).

__ (ii) Alternate I (Nov 2016) of [52.219-9](#).

__ (iii) Alternate II (Nov 2016) of [52.219-9](#).

__ (iv) Alternate III (Jun 2020) of [52.219-9](#).

__ (v) Alternate IV (Jan 2025) of [52.219-9](#).

__ (22)

__ (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644](#)(r)).

__ (ii) Alternate I (Mar 2020) of [52.219-13](#).

__ (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ([15 U.S.C. 657](#)s).

__ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637](#)(d)(4)(F)(i)).

__ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) ([15 U.S.C. 657](#)f).

__ (26)

__ (i) [52.219-28](#), Postaward Small Business Program Rerepresentation (Jan 2025) ([15 U.S.C. 632](#)(a)(2)).

__ (ii) Alternate I (Mar 2020) of [52.219-28](#).

__ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ([15 U.S.C. 637](#)(m)).

__ (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ([15 U.S.C. 637](#)(m)).

__ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644](#)(r)).

__ (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15 U.S.C. 637](#)(a)(17)).

X (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O. 11755).

__ (32) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2025)([E.O. 13126](#)).

X (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

__ (34)

X (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).

__ (ii) Alternate I (Feb 1999) of [52.222-26](#).

__ (35)

__ (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

__ (ii) Alternate I (Jul 2014) of [52.222-35](#).

__ (36)

__ (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

__ (ii) Alternate I (Jul 2014) of [52.222-36](#).

X (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

__ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (39)

X (i) [52.222-50](#), Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).

X (40) [52.222-54](#), Employment Eligibility Verification (Jan 2025) ([Executive Order 12989](#)). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

__ (41)

__ (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of [52.223-9](#) (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) ([42 U.S.C. 7671](#), *et seq.*).

__ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) ([42 U.S.C. 7671](#), *et seq.*).

__ (44) [52.223-20](#), Aerosols (May 2024) ([42 U.S.C. 7671](#), *et seq.*).

__ (45) [52.223-21](#), Foams (May 2024) ([42 U.S.C. 7671](#), *et seq.*).

__ (46) [52.223-23](#), Sustainable Products and Services (May 2024) ([E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671i](#)).

__ (47)

__ (i) [52.224-3](#) Privacy Training (Jan 2017) ([5 U.S.C. 552](#) a).

__ (ii) Alternate I (Jan 2017) of [52.224-3](#).

__ (48)

__ (i) [52.225-1](#), Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (Oct 2022) of [52.225-1](#).

__ (49)

__ (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), [19 U.S.C. chapter 29](#) (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (Jan 2025) of [52.225-3](#).

__ (iv) Alternate III (Feb 2024) of [52.225-3](#).

__ (v) Alternate IV (Oct 2022) of [52.225-3](#).

__ (50) [52.225-5](#), Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (55) [52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) ([E.O. 13513](#)).

__ (56) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).

__ (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).

__ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).

__ (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).

__ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (61) [52.232-36](#), Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (62) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (63) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).

__ (64) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

__ (65)

__ (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of [52.247-64](#).

__ (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

__ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

__ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29U.S.C.206](#) and 41 U.S.C. chapter 67).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

___ (10) [52.247-69](#), Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) ([49 U.S.C. 40118\(g\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)).

(iii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115–390](#), title II).

(B) Alternate I (Dec 2023) of 52.204–30.

(viii) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ix) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(x) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).

(xi) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) [52.222-37](#), Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xv) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xvi)

(A) [52.222-50](#), Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) [52.222-54](#), Employment Eligibility Verification (Jan 2025) ([E.O. 12989](#)).

(xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xxiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxv) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(xxvi) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).

(xxvii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-14	Display of Hotline Poster(s)	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2025
52.219-8	Utilization of Small Business Concerns	JAN 2025
52.222-3	Convict Labor	JUNE 2003
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-50	Combating Trafficking in Persons	OCT 2025
52.222-54	Employment Eligibility Verification	JAN 2025
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.232-1	Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-24	Prohibition of Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	JUL 2013

52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-13	Bankruptcy	JULY 1995
52.243-7	Notification of Changes	JAN 2017
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2025 OCT 2025
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.252-2	Clauses Incorporated by Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991

52.252-2 -- Clauses Incorporated by Reference. (Feb 1998)

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

<https://www.acquisition.gov/browse/index/far>

CLAUSES INCORPORATED BY FULL TEXT

52.222-35 Equal Opportunity for Veterans. (Jun 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at 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.

(End of clause)

52.222-36 Equal Opportunity for Workers with Disabilities. (Jun 2020)

Equal Opportunity for Workers with Disabilities (Jul 2014)

(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.

(End of clause)

952.202-1 Definitions.

As prescribed in 902.201, insert the clause at 48 CFR 52.202-1, Definitions, in all contracts. The following shall be added to the clause as paragraph (c):

(c) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.

(b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

(End of Clause)

952.208-70 PRINTING (APR 1984)

The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8½ by 11 inches one side only, one color. A requirement is defined as a single publication document.

(1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.

(2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the Contractor shall notify the Contracting Officer in writing and obtain the Contracting Officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.

(3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

(4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

(End of clause)

48 C.F.R. 52.241-2 ORDER OF PRECEDENCE - UTILITIES (FEB 1995)

In the event of any inconsistency between the terms of this Contract (including the specifications) and any rate schedule, rider or exhibit incorporated in this Contract by reference or otherwise, or any of the City's rules and regulations, the terms of this Contract shall control.

(End of Clause)

48 C.F.R. 52.241-3 SCOPE AND DURATION OF CONTRACT (FEB 1995)

- (1) For the period set forth in the Contract, the City agrees to furnish and the DOE agrees to purchase potable water from the City.
- (2) It is expressly understood that neither the City nor the DOE is under any obligation to continue any service under the terms and conditions of this Contract beyond the expiration date or termination date as provided in Section 5 of the Contract.
- (3) The City shall provide the DOE with one complete set of rates, terms and conditions of service which are in effect as of the date of this Contract and any subsequently approved rates.
- (4) The City shall be paid at the applicable rate(s) pursuant to City ordinance. The DOE shall be liable for the minimum monthly charge, if any, specified in this Contract commencing with the period in which service is initially furnished and continuing for the term of this Contract. Any minimum monthly charge specified in this Contract shall be equitably prorated for the periods in which commencement and termination of this Contract become effective.

(End of Clause)

48 C.F.R. 52.241-4 CHANGE IN CLASS OF SERVICE (FEB 1995)

- (1) In the event there is a change in the class of service from the residential service rate classification, such service shall be provided at the City's lowest available rate schedule applicable to the new class of service furnished.

48 C.F.R. 52.241-5 CITY'S FACILITIES (FEB 1995)

- (1) The City, at its expense, unless otherwise provided for in this Contract, shall furnish, install, operate, and maintain all facilities required to furnish service hereunder to the point of delivery and measure such service at the point of delivery as specified in this Contract in Section 6 hereof. Title to all such facilities shall remain with the City, and the City shall be responsible for loss or damage to such facilities, except that the DOE shall be responsible to the extent that loss or damage has been caused by the DOE's negligent acts or omissions.

(End of Clause)

48 C.F.R. 52.241-6 SERVICE PROVISIONS (FEB 1995)

- (1) Measurement of service.

(a) All service furnished by the City shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the City at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than 5 percent slow or fast shall be deemed correct.

(b) The City shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the City. All billings based on meter readings of less than 30 days shall be prorated accordingly.

(2) Meter test.

(a) The City, at its expense, shall periodically inspect and test City installed meters at intervals not exceeding 5 years. The DOE has the right to have representation during the inspection and test.

(b) At the written request of the Contracting Officer, the City shall make additional tests of any or all such meters in the presence of DOE representatives. The cost of such additional tests shall be borne by the DOE if the percentage of errors is found to be not more than 5 percent slow or fast.

(c) Change in volume or character. Reasonable notice shall be given by the Contracting Officer to the City regarding any material change anticipated in the volume or characteristics of the utility service required at each location as per Section 2 and 7 of the Contract.

(d) Continuity of service and consumption. The City shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location but shall not be liable for damages, breach of contract or otherwise to the DOE for failure, suspension, diminution or other variations of service occasioned by or in consequence of any cause beyond the control of the DOE, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service shall aggregate more than 24 hours during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this Contract (including the minimum monthly charge).

(End of Clause)

48 C.F.R. 52.241-7 CHANGE IN RATE OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)

Not Applicable.
(End of Clause)

48 C.F.R. 52.241-8 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR UNREGULATED SERVICES (FEB 1995)

(1) This clause applies to the extent that services furnished hereunder are not subject to regulation by a regulatory body. The DOE shall pay the rate for water service set forth in Section 3 of this Contract.

(End of Clause)

48 C.F.R. 52.241-9 CONNECTION CHARGE (FEB 1995)

Not Applicable.

(End of Clause)

48 C.F.R. 52.241- 10 TERMINATION LIABILITY (FEB 1995)

There is no termination liability associated with this Agreement.

(End of Clause)

48 C.F.R. 52.241-7 NONREFUNDABLE, NONRECURRING SERVICE CHARGE (FEB 1995)

Not applicable.

(End of Clause)

SPECIAL CONTRACT CLAUSES

H.1 SITE ACCESS

In the event work is required to be conducted on City of Warrenville owned equipment which resides on the Fermilab site, the City will notify Fermilab in advance and follow all Fermilab site specific Environment Safety and Health requirements. The Fermilab Policy on Site Access is included as an attachment to this Exhibit II.

(End of Clause)

H.2 LOBBYING RESTRICTIONS

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(End of Clause)

H.3 PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS

The Contractor agrees that:

- a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to
 - (1) classified information
 - (2) communications to Congress
 - (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety or
 - (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”
- b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Exhibit II – Attachment I

**SITE SECURITY / SITE ACCESS / SITE ENVIRONMENT SAFETY &
HEALTH REQUIREMENTS**

Persons who enter the site will be required to adhere to all Site Access Requirements (<https://get-connected.fnal.gov/accessandbadging/access/>) and Environment Safety and Health Requirements (<https://eshq.fnal.gov/worker-safety-health-for-subcontractors/>).

EXHIBIT 3 – AUGUST 2015



EXHIBIT 4 - AUGUST 2015

