AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 | 69

2. CONTRACT (Proc. Inst. Ident.) NO.
DE-EM0000838

3. EFFECTIVE DATE
10/17/2010

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY CODE 03001

EMCBC
U.S. Department of Energy
EM Consolidated Business Center
250 E. 5th Street, Suite 500
Cincinnati OH 45202

6. ADMINISTERED BY (If other than Item 5) CODE 03001

EMCBC
U.S. Department of Energy
EM Consolidated Business Center
250 E. 5th Street, Suite 500
Cincinnati OH 45202

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)

DYNAMIC MANAGEMENT SOLUTIONS, LLC
Attn: RAOUL MEBANE
2302 PARKLAKE DRIVE, SUITE 200
ATLANTA GA 303452907

CODE 831757815 FACILITY CODE

8. DELIVERY
☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
NET 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN [redacted] ITEM See Sect. G

11. SHIP TO/MARK FOR CODE 03001

US Department of Energy
EM Consolidated Business Center
250 E, 5th Street, Suite 500
Cincinnati OH 45202

12. PAYMENT WILL BE MADE BY CODE 00511

OR for EMCBC
U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 5777
Oak Ridge TN 37831

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )

14. ACCOUNTING AND APPROPRIATION DATA
SEE INDIVIDUAL TASK ORDERS

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued				

15G. TOTAL AMOUNT OF CONTRACT [redacted] $926,000,000.00

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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
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X	E	INSPECTION AND ACCEPTANCE	13		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☒ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DE-SOL-0000524, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME OF CONTRACTING OFFICER
Tamara L. Miles

19B. NAME OF CONTRACTOR
BY _____
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
BY T L Miles
(Signature of the Contracting Officer)

20C. DATE SIGNED
09/17/2010

NSN 7540-01-152-8069
PREVIOUS EDITION IS UNUSABLE

STANDARD FORM 26 (Rev. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

NAME OF OFFEROR OR CONTRACTOR
DYNAMIC MANAGEMENT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: [redacted] DUNS Number: Delivery: 1824 Days After Award Mark For: EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202 FOB: Destination				
00001	Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services Perform Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services in accordance with Section C Performance Work Statement. The dollar value established in CLIN 00001 Block F of this form in the amount of $926,000,000.00 is the contract ceiling amount (i.e. maximum value of the services that can be ordered under this multiple award IDIQ contract). Obligated Amount: $0.00				926,000,000.00

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Section B - Supplies or Services/Fee/Prices

B.1 EMCBC-B-1001 Items Being Acquired

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract for Environmental Remediation Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) Services of Facilities (Contaminated), Waste Management Services, and Regulatory Services at various locations throughout the United States in support of the U.S. Department of Energy (DOE) including National Nuclear Security Administration (NNSA). The contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in each Task Order as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and provision of the following items in Section C, Performance Work Statement (PWS).

Item 001 – Environmental Remediation Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Waste Management Services, and Regulatory Services

B.2 EMCBC-B-1002 Fee Ceiling

The fee amount specified as a percentage is [redacted] for cost-plus-fixed-fee type Task Orders and shall serve as the fee ceiling for all cost-plus-fixed-fee Task Orders issued under the contract. The fee amount specified as a percentage is [redacted] for cost-plus-award-fee type Task Orders and shall serve as the fee ceiling for all cost-plus-award-fee Task Orders issued under the contract. The fee amount for each Task Order will be established in each individual Task Order. On each individual Task Order, the contractor may propose whatever fee amount it determines appropriate provided the fee amount as a percentage of the estimated cost of each proposed Task Order does not exceed the fee percentage ceiling for cost-plus-fixed-fee or cost-plus-award-fee Task Orders, as specified above. For cost-plus-award-fee Task Orders, the fee ceiling percentage applies to the total of the amount proposed for base fee plus award fee. This fee ceiling shall not apply to cost-plus-incentive-fee or fixed-price Task Orders. The fee ceiling percentage shall at no time exceed any statutory limitations imposed by 10 U.S.C. 2306(d), 41 U.S.C. 254(b), and FAR 15.404-4((c)(4)(i).

B.3 EMCBC-B-1003 Minimum and Maximum Quantities

a. The minimum quantity to be ordered as required by Section I. 29, FAR 52.216-22 Indefinite Quantity is $50,000.

b. The maximum quantity to be ordered as required by Section I. 29, FAR 52.216-22 Indefinite Quantity is $926,000,000.

Section C - Description/Specifications

Performance Work Statement (PWS)

for

Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) Services of Facilities (Contaminated), Regulatory Services, and Waste Management Services

C.1 General Description of Services

The contractor shall perform services including, but not limited to: environmental remediation; deactivation, decommissioning, demolition, and removal of facilities (contaminated); regulatory services; waste management and transportation; and all associated activities. The contractor shall safely and efficiently perform these services in support of the U.S. Department of Energy (DOE) including National Nuclear Security Administration (NNSA) at various locations throughout the United States.

C.2 Safety, Quality Assurance, and Contractor Oversight

It is a DOE priority to ensure safety of its contractor workforce, the DOE workforce, the public, and the environment. DOE strives to meet a goal of zero accidents and injuries at its work sites and cannot achieve this goal without contractor/DOE cooperation in creation of a culture of Integrated Safety Management at all levels. To achieve this goal, all contractors will be required as part of performing each individual Task Order to implement safety, environmental, quality, and oversight programs to safely and efficiently deliver services. The programs, including all implementing policy, procedures, and instructions, that may be required under each individual Task Order include, but are not limited to, the following:

- Integrated Safety Management System
- Radiation Protection Program (including dosimetry programs)
- Worker Safety and Health Program
- Conduct of Operations Program
- Corporate Operating Experience Program
- Environmental Protection Program
- Waste Management Program
- Quality Assurance Program (based on American Society of Mechanical Engineers (ASME) publication NQA-1 2004, *Quality Assurance Requirements for Nuclear Facility Applications*, including 2007 addenda for Deactivation and Decommissioning (D&D)
- Contractor Assurance Program

List A (Section J Attachment J-1) includes the specific Federal regulations applicable to the programs above. List B (Section J Attachment J-1) includes the DOE Policy, Orders, Manuals and Standards applicable to the programs above. Additional programs not discussed above may be required for the successful completion of work under each individual Task Order. Descriptions of these programs are included in the DOE Policies, Orders, Manuals and Standards included in List B. Task Orders will identify the specific programs required. In addition, there are numerous DOE Guides and some Handbooks referenced in the Orders and Manuals for the contractor's use in developing and implementing acceptable programs.

C.3 Regulatory Frameworks

Services required under this contract for performance of Task Orders at various sites may be governed by different or several separate regulatory agreements. The agreements will be specifically identified in the

individual Task Orders and may be derived from Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), DOE Orders, Nuclear Regulatory Commission (NRC) Licenses, Environmental Impact Statements (EIS), Records of Decision (ROD), CERCLA Action Memoranda, or other site-specific requirements.

Additionally, a Federal Facility Agreement (FFA) may be in place at certain locations. A FFA is a binding interagency agreement between the U.S. Environmental Protection Agency (EPA), DOE, and the respective State(s) where the site(s) is located. The FFA governs the corrective and Remedial Action (RA) processes from the investigation of individual CERCLA Operable Units through their remediation and is designed to integrate the response action process with the corrective measures provisions of Section 3004(u) of RCRA. The FFA describes procedures for the parties to set annual work priorities for each process.

Some field work performed on-site or off-site at various sites may require contractor interaction with Federal (DOE and non-DOE) personnel and systems, as well as Tribal, State, and/or local governments.

C.4 Unique Approaches

It is not expected that a single cleanup formula will be applicable to all sites. Similar work may require different processes/timeframes at different locations or sometimes within a given location, dependent upon the complexity of the work in each individual Task Order.

C.5 Contractor-Furnished Resources

The contractor shall furnish all personnel, management and supervision, facilities, equipment, materials, and supplies necessary to perform the work under this contract, except for that specifically identified as being furnished by the Government.

C.6 Government-Furnished Services and Items

Government-furnished services and items will be identified in each individual Task Orders.

C.7 Deliverables

Deliverables, including reports, will be identified in each individual Task Order.

C.8 Location of Performance

The primary locations for the performance of work under this contract are throughout the United States. Contractor personnel may be required to travel to work sites throughout the United States. Generally, work sites shall be at current or former DOE or DOE contractor locations in which Atomic Energy Commission, Energy Research and Development Administration, or DOE including National Nuclear Security Administration, work was or is being performed, or locations where DOE is/was responsible for performing work. These locations also include any of the DOE owned, leased, and/or controlled facilities. Non-DOE sites to which EM is providing a supporting role may also be the location of performance.

C.9 Work Authorization

Work will be authorized by issuance of each individual Task Orders.

C.10 Description of Services

Services required under this contract include: environmental remediation; deactivation, decommissioning, demolition, and removal of facilities (contaminated), including accelerator facilities; regulatory services and support; waste management and transportation; and all associated activities to ensure safe and efficient performance of these services. Sites and facilities may be contaminated with radioactive, hazardous, and/or

chemical substances. Radiological constituents may include, but are not limited to: mixed fission products, activation products (e.g., cobalt-60), uranium, depleted uranium, radioactive sources, residual radioactive material (e.g., mill tailings), tritium, and small quantities of fissile and fissionable materials.

Services not included in the scope of this contract involve facilities classified as Nuclear Hazard Category 3, 2, and 1 (as defined in DOE Standard 1027 -92, *Hazard Categorization and Accident Analysis Techniques for Compliance with DOE Order 5480.23, Nuclear Safety Analysis Report*s), including associated safety systems; or reactor facilities, whether fueled or defueled; and complex facilities and its associated soils which have multiple hazards such as those containing a combination of radioactivity, elemental sodium, and/or mercury. Facilities formerly classified as Nuclear Hazard Category 3, 2, and 1, but which are no longer classified as such are within the scope of this contract.

The services are presented in the following manner for clarity purposes due to the differences in the regulatory framework applicable to the differing types of services. The services may be required to be performed in any combination or separately in each individual Task Order.

C.10.1 Environmental Remediation Services

These services include comprehensive environmental remediation services, including, but not limited to: initial site inspection and assessments; soil and groundwater characterization; remediation of a specific site or area including remediation of soils and groundwater; associated site restoration; design, construction, operation, and/or maintenance of treatment units and/or on-site or off-site waste disposal units; regulatory report writing; contaminant fate and transport modeling, data reduction, interpretation, and presentation; statistical analysis; and geographic information systems. Ancillary services such as design, construction, operation, surveillance and maintenance activities, and/or training (DOE, contractor and visitor personnel) may be required to accomplish the performance of these services.

C.10.2 Deactivation, Decommissioning, Demolition, and Removal Services (DD&R) of Contaminated Facilities

Services encompassed within DD&R include deactivation, decommissioning, demolition, and removal of contaminated facilities, and associated site restoration. Contaminated facilities may involve radiological, chemical, and/or other hazardous contamination. The levels of contamination may vary. The facilities may also contain small quantities of fissile and fissionable materials, but not enough to require preparation or implementation of nuclear safety basis documentation, controls, and other programs commonly associated with Nuclear Hazard Category 3 and higher reactor and non-reactor facilities. The facilities may also contain hazardous chemicals and materials including, but not limited to, asbestos, lead, PCBs, beryllium, elemental mercury in HVAC devices and small quantities used for laboratory use, and non-hazardous materials and waste. Ancillary services such as design, construction, operation, surveillance and maintenance activities, and/or training (DOE, contractor and visitor personnel) may be required. Ancillary DD&R of non-contaminated facilities may be required to accomplish performance of the work.

C.10.3 Waste Management Services

Waste management services include comprehensive activities required to manage and dispose of wastes associated with or generated by cleanup of the contaminated sites and facilities. The contractor shall perform all characterization, certification, permitting, storage, treatment, and necessary logistical support to store, transport (on-site) and/or ship (off-site), and/or dispose of radiological, chemical and other hazardous waste, mixed waste (radioactive and hazardous), or other waste types. Any information regarding specific waste types, preferred treatment and disposal paths that may be available, any contracts available for treatment and disposal services, and existing permits and other requirements, e.g. Receiver Site Waste Acceptance Criteria, will be described in individual task orders. The contractor may be required to identify and implement a treatment process to effectively stabilize the waste and allow for its safe storage and eventual disposal. Ancillary services such as design, construction, operation, surveillance and maintenance

activities, packaging and repackaging, and/or training (DOE, contractor and visitor personnel) may be required.

C.10.4 Regulatory Services

The contractor shall prepare any or all regulatory documents and assist DOE in obtaining public and stakeholder review, comment and acceptance of proposed ER and DD&R alternatives and approaches to satisfy RCRA, CERCLA, National Environmental Policy Act (NEPA), Federal Facility Agreements, Consent Orders and Decrees, Toxic Substances Control Act (TSCA), Atomic Energy Act, NRC and/or Agreement State licenses, and permits. These activities include, but are not limited to, the following:

- Initial site inspections and assessments
- Historical Site Assessments (Multi-Agency Radiation Survey & Site Investigation Manual (MARSSIM) terminology)
- RCRA Facility Investigation/Feasibility Study Work Plan (RIFS)
- CERCLA Engineering Evaluation/Cost Analysis (EECA)
- Baseline Risk Assessment Report
- Corrective Measures Study/Feasibility Study
- Statement of Basis/Proposed Plan under CERCLA
- Categorical Exclusions (CX)
- Environmental Assessment (EA)
- Authorized Limits and supporting ALARA assessments
- National Emission Standards for Hazardous Air Pollutants (NESHAPS) Assessments, Reports, and other Regulatory submittals
- Record of Decision
- CERCLA Action Memorandum
- Post Construction Report
- Final Remediation Report
- RCRA Permit Modification and Applications
- RCRA Closure Plans
- RCRA Corrective Measure/Action Plans
- Data Summary Reports
- Field Sampling Plan
- Groundwater Modeling Plan
- Well Installation/Field Activities Report
- Hazardous Materials Transportation Request
- Remedial Action Implementation Plan
- Radiological Implementation Plan
- Radiological Work Permit
- Sampling and Analysis Plan
- Waste Manifests
- State-specific reporting of treatment, storage, disposal, and shipment operations
- Public Involvement Plans
- Public Meetings
- Legal Notices
- Fact Sheets
- Administrative File Record and Administrative Record creation, maintenance, and completion

C.11 Performance Requirements

For each service, performance requirements are expressed in the following manner and include the following elements. A performance requirement consists of:

- Performance Objective: A statement of the outcome or results expected in a specific service area. Performance objectives are also found in the Task Orders issued under each of the service areas.
- Performance Measures: The critical few characteristics or aspects of achieving the objective that will be monitored by the government. Each objective may have one or more measures.
- Performance Expectations: A statement setting forth all milestones, procurement requirements, and deliverables to be met by the contractor.

C.11.1 Performance Objectives

The contractor shall complete all services as required by each individual Task Order. In accomplishing Performance Objectives, the contractor shall:

- Perform services in accordance with applicable Federal laws, state laws, local laws, Consent Orders and Decrees, permits and any other agreements and DOE environmental, safety and health, and quality assurance requirements
- Perform all services in accordance with approved safety programs
- Complete work on schedule
- Complete work within estimated cost
- Receive no Notice of Violation or equivalent letter from DOE identifying a violation of Federal laws, state laws, local laws, Consent Orders and Decrees, permits, other agreements, DOE Environmental, Safety and Health programs, or quality assurance requirements.

C.11.2 Representative Performance Measures

Each individual Task Order will identify performance measures for the work to be performed. These may include, but are not limited to, the following:

- Environment, Safety, Health and Quality Assurance Statistics (recordable injury rate, lost work day case rates, reports of violations, work days without injuries, number of quality inspections and assessments completed, trends in time, etc.)
- Earned Value Management Statistics and trends
- Risks realized and their monetary value
- Opportunities realized (costs avoided) and their monetary value
- Process efficiency measures (e.g. shipments of waste per day, 1000's of square feet demolished per month, percentage of waste material diverted to recycling, etc.)
- Energy and water efficiency measures (e.g., reductions in fuel, utility, and natural resource consumption, use of renewable energy, etc.)

C.11.3 Representative Performance Expectations

Each individual Task Order will identify performance expectations for the work to be performed. These may include, but are not limited to, the following:

- Provide personal protective equipment.
- Provide safety oversight of transportation activities while on DOE work sites. This includes performing hazard analysis of loading and unloading operations.
- Provide safety training of all service personnel, DOE on-site personnel and visitors.
- Develop and implement a training program to ensure compliance with all environmental, safety and health, quality assurance, and conduct of work requirements.

- Implement a compliant ASME NQA-1 program.
- Provide oversight to ensure safe operations.
- Obtain all necessary permits to conduct work.
- Coordinate all groundwater characterization with site-wide groundwater protection programs, if any are established.
- Submit characterization report.
- Include and/or resolve all DOE comments in the characterization report and obtain approval by the regulators.
- Complete environmental remediation services.
- Obtain applicable Federal and/or State post construction report approval.
- Provide temporary facilities, which may include, but are not limited to, trailers, change rooms, lockers, washrooms, shower facilities, and sanitation services to accommodate the contractor work force, as needed.
- Remove all accountable property as appropriate for reuse by the DOE.
- Characterize all materials, including building materials, process residuals, and wastes.
- Deactivate and/or decontaminate the facility to a specified reuse standard, as required.
- Disconnect, isolate, or reroute all utilities, services and/or infrastructure connections to the facility during deactivation.
- Provide access roads, as needed, to facilitate work.
- Modifying existing fencing or adding fencing to control the work area.
- Selectively use explosives to facilitate demolition, if specifically allowed and authorized.
- Minimize interference with roads, streets, walks and other facilities.
- Preserve all stakes, monuments, and benchmarks. If demolition techniques make this impossible, the contractor shall agree on an alternative with the DOE.
- Employ and implement measures for controlling suspended solids in storm water run-off as a result of work activities. Storm drains shall be protected during performance of the work in a manner (e.g. straw bales, silt fence, etc.) in accordance with Federal, State or local regulations.
- Dismantle, remove and dispose of all facilities, surplus equipment and fencing.
- Remove inactive utilities and structures including, but not limited to: utility poles, post indicator valves, hydrants, exterior piping, electrical and associated distribution control equipment commonly found in substations, transformers, transformer pits and vaults, utility trenches, steam system piping and structures, heating fuel tanks and distribution piping, and compressed gasses tanks and distribution piping.
- Stage all materials and equipment in appropriate lay-down areas.
- Remove and dispose of all equipment, rubble, sanitary waste, scrap metal and trash from the work site.
- Restore the work areas, which may involve, but not be limited to: backfilling excavations with clean fill, compacting the fill, and seeding, or paving; restoring damaged roadways; removing temporary roadways, facilities and fencing; and restoring other modifications made to facilitate work.
- Complete all dismantlement and removal work.
- Appropriately characterize, store, treat and dispose of all waste.
- For all waste, ensure that final bills of lading and appropriate certificates of acceptance and disposal are signed by the disposal facility representative and are submitted to and accepted by the DOE.
- Receive no moving traffic violations, violations or citations for road worthiness of transport vehicles or for improper labeling, placards, markings, packaging, weight limitation, or shipping paper inadequacies.
- Complete all documentation.
- Submit drafts of regulatory documents to DOE.
- Incorporate any changes made to regulatory documents by the DOE and deliver revised documents to the DOE.

- Develop and implement a dosimetry program compliant with 10 CFR 835 Radiation Protection Programs, including obtaining Department of Energy Laboratory Accreditation Program (DOELAP) accreditation of the dosimetry program.
- Complete regulatory Administrative File and Administrative Record.
- Procure environmentally preferable products, supplies and services, including recycled-content, biobased-content, energy-efficient, water-efficient, and non-toxic products, supplies, and services as a first option in the conduct of operations.
- Incorporate sustainable design, construction, and operations and maintenance practices into the development and operations of all buildings.
- Manage activities to maximize opportunities to recycle wastes generated through cleanup activities.

Section D - Packaging and Marking

D.1 HQ-D-1001 Packaging (APR 1984)

Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D.2 EMCBC-D-1001 Marking (APR 1984)

(a) Each package, report or other deliverable shall be accompanied by a letter or other document which:

(1) Identifies the contract and Task Order by number under which the item is being delivered.

(2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).

(3) Indicates whether the contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) For any package, report, or other deliverable being delivered to a party other than the Designated Contracting Officer (DCO), a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the DCO.

Section E - Inspection and Acceptance

E.1 FAR 52.246-11 Higher-Level Contract Quality Requirement. (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below:

- Quality Assurance Program (based on American Society of Mechanical Engineers (ASME) publication NQA-1 2004, *Quality Assurance Requirements for Nuclear Facility Applications*, including 2007 addenda for Deactivation and Decommissioning (D&D)

- EM-QA-001 EM Quality Assurance Program

E.2 EMCBC-E-1001 Inspection and Acceptance

Inspection and acceptance of all items under this contract shall be accomplished by the DCO, the Designated Contracting Officer's Representative (DCOR), or any other duly authorized Government representative identified by the DCO. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

Fixed Price Clauses (applies to Fixed Price Task Orders only)

E.3 FAR 52.246-2 Inspection of Supplies - Fixed-Price. (AUG 1996)

E.4 FAR 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

E.5 FAR 52.246-16 Responsibility for Supplies. (APR 1984)

Cost-Reimbursement Clauses (applies to Cost-Reimbursement Task Orders only)

E.6 FAR 52.246-3 Inspection of Supplies - Cost-Reimbursement. (MAY 2001)

E.7 FAR 52.246-5 Inspection of Services - Cost-Reimbursement. (APR 1984)

Section F - Deliveries or Performance

F.1 DOE-F-1002 Place of Performance - Services

The services specified by this contract shall be performed at the following location(s): The services shall be performed at various locations throughout the United States in support of the U.S. Department of Energy (DOE) including National Nuclear Security Administration (NNSA). The Place of Performance shall be specified in each individual Task Order.

F.2 EMCBC-F-1001 Delivery Schedule

The delivery schedule shall be specified in each individual Task Order.

F.3 EMCBC-F-1002 Contract Term

The contract term shall be five years from date of award of this contract.

Fixed Price Clauses (applies to Fixed Price Task Orders only)

F.4 FAR 52.242-15 Stop-Work Order. (AUG 1989)

F.5 FAR 52.242-17 Government Delay of Work. (APR 1984)

Cost-Reimbursement Clauses (applies to Cost-Reimbursement Task Orders only)

F.6 FAR 52.242-15 Stop-Work Order. (AUG 1989) - Alternate I (APR 1984)

Section G - Contract Administration Data

G.1 DOE-G-1001 Billing Instructions (applies to Cost-Reimbursement Task Orders only)

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting reimbursement for work performed on cost-reimbursement type contracts.

Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at http://finweb.oro.doe.gov/vipers.htm. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the contractor. Do not submit a paper copy of the voucher.

The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order (if applicable) of all services actually provided by the contractor, both for the current billing period and cumulatively for the entire contract.

(1) Statement of Cost

The following instructions are provided for use by the contractor in the preparation and submission of the Statement of Cost:

(i) Statement of Cost must be completed in accordance with the contractor's cost accounting system.

(ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.

(iii) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.

(iv) The Direct Productive Labor Hour (DPLH) incurred during the current billing period must be shown and the DPLH Summary completed, if applicable.

(v) The total fee billed, retainage amount, and available fee must be shown.

(vi) If task orders or task assignments are issued under this contract, the contractor must prepare a Statement of Cost for each task order work assignment and a summary for the total invoiced cost.

(2) Supporting Documentation

Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.) the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

Any cost sharing or in-kind contributions incurred by the contractor and/or third party during the billing period must be included.

Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

G.2 DOE-G-1010 Nonsupervision of Contractor Employees on Government Facilities

The Government shall not exercise any supervision or control over contractor employees performing services under this contract. The contractor's employees shall be held accountable solely to the contractor's management, who in turn is responsible for contract performance to the Government.

G.3 EMCBC-G-1001 Billing Instructions - ALT I (applies to Fixed Price Task Orders only)

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting payment for supplies or services rendered. The Standard Form can be found on the General Services Administration (GSA) website at:
http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF.

Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at http://finweb.oro.doe.gov/vipers.htm. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the contractor. Do not submit a paper copy of the voucher.

G.4 EMCBC-G-1002 Observance of Legal Holidays

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

G.5 EMCBC-G-1003 Individuals Authorized to Issue Orders

The following personnel are authorized to issue orders under this contract: Department of Energy, including National Nuclear Security Administration, Contracting Officers.

G.6 EMCBC-G-1004 Designated Contracting Officer's Representative (DCOR)

The DCOR will be designated in each individual Task Order. Specific duties and responsibilities of the DCOR are those delegated in the DCOR's Delegation under each individual Task Order.

G.7 EMCBC-G-1005 Correspondence Procedures

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DCOR, with an information copy of the correspondence to the DCO (see below paragraph (c) and to the cognizant Government Contract Administration Office (if other than DOE) designated in Block 24 of the contract form (Solicitation, Offer, and Award Standard Form 33) of this contract or if a Standard Form 26 is used (Award/Contract) the Government Contract Administration Office designated in block 6 of this contract.

(b) Other Correspondence.

(1) If no Government Contract Administration Office is designated on the contract form of each individual Task Order, all correspondence, other than technical correspondence, shall be addressed to the DCOR, with information copies of the correspondence to the DCOR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(2) If a Government Contract Administration Office is designated on the contract form of each individual Task Order, all administrative correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with information copies of the correspondence to the DCO, DCOR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(c) DCO Address. The DCO address is as follows:

Carin Boyd
ATTN:DE-EM0000838
U.S. Department of Energy
Environmental Management Consolidated Business Center
250 East 5th Street, Suite 500
Cincinnati, OH 45208

(d) Technical Reports. Procedures for technical reports will be specified and described in each individual Task Order.

G.8 EMCBC-G-1006 DEFECTIVE OR IMPROPER INVOICES

Name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when the Government receives a defective or improper invoice.

G.9 EMCBC-G-1007 Definitions

The following special definitions are applicable to this contract:

Contracting Officer (CO) - The person with the authority to enter into contracts as defined in FAR 2.101, who is assigned as responsible for this contract as a whole. This is the official that will award and administer the basic contract.

Designated Contracting Officer (DCO) - The person with the authority to enter into contracts as defined in FAR 2.101 and who is assigned as the person with authority to enter into and/or administer a Task Order issued under this contract. The DCO shall be identified in each individual Task Order.

Designated Contracting Officer's Representative (DCOR) - The DCO's designated representative whose responsibilities apply to the administration of a specific Task Order issued under this contract. The DCOR shall be identified in each individual Task Order. The extent of the DCOR's authority is defined in the Contract Clause "Technical Direction".

Section H - Special Contract Requirements

H.1 DOE-H-1051 Consecutive Numbering (MAY 2009)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

H.2 FAR 52.234-4 Earned Value Management System. (JUL 2006) (Applies to Each Individual Task Order, if applicable)

(a) The contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall--

(1) Apply the current system to the contract; and

(2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at--

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: <”TBD” (to be completed in each individual Task Order>

H.3 DOE-H-1001 Ombudsman ALT I

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the pre-award and post-award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the CO and DCO level, interested parties may contact the Contracting Activity ombudsman:

Office of Environmental Management (EM) Task Order Ombudsman
US Department of Energy
1000 Independence Ave., S.W.
Washington, DC 20585

Concerns, issues, disagreements, and recommendations which cannot be resolved by the Contracting Activity ombudsman may be referred to the DOE ombudsman:

DOE Ombudsman
US Department of Energy
1000 Independence Ave., S.W.
Washington, DC 20585

Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the CO or DCO or as specified elsewhere in this document. If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a 'fair opportunity to be considered', consistent with Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended and the procedures of the contract.

H.4 DOE-H-1003 Labor Relations (Applies to Each Individual Task Order, if applicable)

(a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.

(b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this Contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.

(c) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR, Subpart 22.1 and DEAR, Subpart 970.2201 and all

applicable Federal and State Labor Relations laws.

(d) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.

H.5 DOE-H-1004 No Third Party Beneficiaries

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

H.6 DOE-H-1005 Worker's Compensation Insurance

(a) The Contractor shall maintain workers' compensation insurance coverage pursuant to the requirements of FAR 28.307-2, FAR 28.308 and DEAR 970.2803-1. The insurance program must be approved by the CO and cover all eligible employees of the Contractor and comply with applicable Federal and State workers' compensation and occupational disease statutes.

(b) The Contractor shall obtain a service-type insurance policy that endorses the Department of Energy Incurred Loss Retrospective Rating Insurance Plan unless a different arrangement is approved by the CO.

(c) The Contractor shall submit to the CO an annual evaluation and analysis of workers' compensation cost as a percent of payroll in comparison with the percentage of payroll cost reported by a nationally recognized Cost of Risk Survey that has been pre-approved by the CO. The Contractor's self evaluation shall discuss:

- Periodic audits of claims servicing units; and,
- The reasonableness of self-insurance reserves and methods and assumptions used to closeout claims or losses to present value.

(d) The Contractor, if it is a state institution covered under a corporate workers' compensation arrangement, shall provide the CO with a copy of the account statements including deposits, earnings, payments, losses, and administrative fees by the Contractor's financial institution on no less than an annual basis.

(e) The Contractor shall obtain approval from the CO before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the CO.

H.7 DOE-H-1007 Post-Contract Responsibilities for Pension and Other Benefit Plans (Applies to Each Individual Task Order, if applicable)

(a) If this Contract (task order) expires or terminates and DOE has awarded a contract under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans covering active or retired contractor employees with respect to service at (fill-in site) (collectively, the 'Plans'), the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the Contracting Officer.

(b) If this Contract (task order) expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the

Contract has been completed (any one such event may be deemed by the Contracting Officer to be 'Contract Completion' for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of Contract Completion:

(1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.

(2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

H.8 DOE-H-1024 Alternative Dispute Resolution (ADR)

(a) The DOE and the contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.

(b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the contractor:

(1) DOE and the contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.

(2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.

(c) If one party to this Contract requests the use of the process set forth in Paragraphs (b)(1) and (b)(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.

H.9 DOE-H-1032 Release of Information

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to Public Affairs Office, Department of Energy, Environmental Management, Consolidated Business Center, 250 East 5th Street, Suite 500, Cincinnati, OH 45202, with a copy provided to the DCO.

H.10 EMCBC-H-1001 Conservation of Energy and Fuel

The contractor shall instruct contractor employees in energy conservation practices. The contractor shall operate under conditions that preclude the waste of energy.

The contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security. The contractor shall integrate renewable energy technologies into its activities to the maximum extent practicable.

The contractor shall maximize efforts to increase the fuel efficiency in its vehicles, and to maximize the use of alternative fuels in vehicles, including the use of bio-based diesel fuels and additives in construction vehicles.

H.11 EMCBC-H-1002 Addition and Alterations to Implement Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management and its Implementing Instructions

This contract involves contractor operation of Government-owned facilities and/or vehicles and the provisions of Executive Order 13423 are applicable to the contractor to the same extent they would be applicable if the Government were operating the facilities or vehicles. Information on the requirements of the Executive Order and its Implementing Instructions may be found at http://ofee.gov/eo/eo13423_main.asp. The Department of Energy implements Executive Order 13423 though DOE Order 430.2B, Departmental Energy, Renewable Energy, and Transportation Management, and DOE Order 450.1A, Environmental Protection Program. The contractor is expected to integrate the sustainable practices identified in Executive Order 13423, and embedded in the DOE Orders, in all work conducted under this contract.

H.12 EMCBC-H-1003 Confidentiality of Information

(a) To the extent that the work under this contract/Task Order requires that the contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the CO or DCO in writing. The foregoing obligations, however, shall not apply to:

(1) Information which, at the time of receipt by the contractor, is in the public domain;

(2) Information which is published after receipt thereof by the contractor or otherwise becomes part of the public domain through no fault of the contractor;

(3) Information which the contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;

(4) Information which the contractor can demonstrate was received by it from a third party who did not require the contractor to hold it in confidence.

(b) The contractor shall obtain the written agreement, in a form satisfactory to the CO or DCO, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the contractor's organization directly concerned with the performance of the contract.

(c) The contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the contractor under this contract, and to supply a copy of such agreement to the CO or DCO. From time to time upon request of the CO or DCO, the contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the contractor received such information.

(d) The contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by contractor personnel.

(e) This clause shall flow down to all subcontracts.

H.13 EMCBC-H-1004 Modification Authority

Notwithstanding any of the other provisions of this contract/Task Order, the CO or DCO shall be the only individual authorized to:

(a) accept nonconforming work,

(b) waive any requirement of this contract, or

(c) modify any term or condition of this contract.

H.14 EMCBC-H-1005 Ordering Procedures

For the work specified in the Performance Work Statement of this contract, the CO or a DCO may periodically issue Task Orders to one or more of these contractors, pursuant to the procedures set forth in this clause. The contractor shall commence performance upon the receipt of a Task Order signed by the DCO. Costs not attributed to the performance of each individual Task Order will not be allowed without the prior written consent of the DCO or CO. The contractor shall not be reimbursed for the costs of preparing task proposals as a direct cost under this contract or any Task Order.

(a) The contractor agrees that issuance of a task order in accordance with any of the procedures as described below is deemed to have provided the contractor a "fair opportunity to be considered" as that phrase is used in Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended.

(b) The DCO shall provide each awardee a fair opportunity to be considered for a Task Order exceeding $3,000 unless one of the following statutory exceptions applies:

(1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
(2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
(3) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
(4) It is necessary to place an order to satisfy a minimum guarantee.

(c) Procedures for Issuance of Request for Task Proposals:

The DCO will furnish the contractor with a Request for Task Order Proposal (RTP) which will include, at a minimum:

(1) A description of the specified work and deliverables required, including the site location;
(2) The anticipated performance period;
(3) A description of the Task Order type;
(4) Any property, material or services to be made available for performance of the order; and
(5) Any other pertinent information, including but not limited to applicable Service Contract Act Wage rates, site visit date, Certificate of Current Cost or Pricing Data, any specific contractor human resources management requirements.
(6) Information required to be submitted by the Contractor and a reasonable response time
(7) Basis for award of the Task Order
(8) For Task Orders exceeding $5M, the following additional information will be provided:
   a. A notice of the Task Order that includes a clear statement of the requirements
   b. Disclosure of the significant factors or subfactors (if any) including cost or price that the agency will consider in evaluating proposals and their relative importance
(9) The contractor shall, within the time specified in the RTP, provide the required number of copies of the proposal as set forth in the RTP. The contractor's proposal shall address the requirements as specified in the RTP which includes the requirement for cost and technical information.

(d) Procedures for Conducting Task Order Competition

(1) Pre-proposal
   a. If a pre-proposal conference is held or a draft RTP is issued, there will be an opportunity for submittal of relevant written questions and answers.
   b. Site visits are at the discretion of the DCO. If there is an opportunity for site visits, one week's notice will be provided to contractors.
   c. An RTP may request limited technical and/or limited cost information.

(2) After submission of proposals, the following exchanges with contractors will not necessitate exchanges with all Offerors:
   a. Limited exchanges to clarify (without permitting revisions) of certain aspects of proposals or to resolve minor or clerical errors
   b. Obtain written agreement from the contractor to incorporation of commitments/statements proposed by the contractor in technical or cost proposals
   c. Obtain agreement to caps on indirect rates
   d. Change in statutory fixed fee percentage
   e. Adverse past performance information
   f. Substitutions of past performance references
   g. Any other matters pertaining to past performance
   h. Questions pertaining to locating information in proposals
   i. Requests for back-up to cost information
   j. Questions and answers to questions concerning mathematical calculations

(3) Revisions to proposals

   a. The DCO has the right to not request revised proposals from all contractors that have submitted proposals in response to an RTP. Based upon consideration of cost and technical submissions, the DCO has the right to limit the number of proposals to the greatest number that will permit an efficient competition. The DCO has the right to not request revisions from contractors who have submitted proposals that would require substantial or major revisions and/or if the initial proposal is determined to be technically unacceptable.
      i. The DCO has the right to conduct discussions on limited aspects of a proposal and/or limit revisions to only specific parts of the technical or cost proposal based upon a

determination that there is not a material impact to the other sections of the technical and cost proposal.

ii. The DCO has the right to limit negotiations and revisions to fee only.

iii. The DCO has the right to not provide information regarding all aspects of the evaluation of the contractor's proposal and limit the information provided to only the deficiencies and/or significant weaknesses or significant cost issues.

iv. All contractors which have been requested to submit revisions will be provided a common date by which all revisions are to be submitted.

b. Correction of minor errors or inconsistencies will not be considered a revised proposal subject to paragraph (3)a. above.

(e) Basis for Award of Task Orders

(1) Issuance of Task Orders Based on Lowest Price Technically Acceptable Offer.

Task Orders may be issued based on the lowest price technically acceptable proposal. The DCO will analyze the proposals against the requirements as set forth in the RTP to determine which technically acceptable proposal represents the lowest price to the Government.

(2) Issuance of Task Orders Based Upon other than Lowest Price Technically Acceptable

Task Orders may be issued based upon other than the basis of lowest price technically acceptable proposal. Task Orders may be issued upon a basis for award and the criteria as stated in the individual RTP. Issuance of such orders may be based upon the following, which include but are not limited to:

a. Best Value with Technical Merit Substantially More important than Cost/Price
b. Best Value with Cost/Price and Technical Merit Approximately Equal
c. Best Value with Technical Merit Less Important than Cost/Price

(3) Past performance on Task Orders issued under the contract, including quality, timeliness and cost control, may also be considered, in the issuance of a task order under (e)(1) or (e)(2) above. The DCO also has the discretion to consider past performance under other contracts in the issuance of a task order under (e)(1) or (e) (2) above. . The RTP will identify information, if any, that is to be provided by the Contractor. Requested information may include, but not be limited to, past performance information for the contractor, teaming partner, and major or critical subcontractors. If a teaming partner or major or critical subcontractor has changed during the contract performance period or is proposed to perform under the task order, past performance information for the new entity may be evaluated as part of the DCO's evaluation of that individual contractor's proposal only (See also EMCBC-H-1002).

(4) The DOE may also consider the impact of other Task Orders placed with the contractor in making a Task Order award decision.

(f) The Task Order issued will include the following information, but is not limited to:

(1) Date of the order;
(2) Contract and Task Order numbers;
(3) Performance-Based Statement of Work, including references to applicable specifications;
(4) Task Order Performance Period
(5) Task Order deliverables;
(6) Any property, material, or site support to be made available for performance of the Task Order (GFS/I);
(7) The total dollar value of the Task Order, and appropriate breakout for the specific task order type, if applicable;
(8) Accounting and appropriation data;

(9) The names, addresses, and phone numbers of the applicable DCO and DCOR as well as any other necessary points of contact; and
(10) Any other pertinent information deemed necessary to the performance of the order.

(g) No protest is authorized in connection with the issuance or proposed issuance of a Task Order except for:
(1) A protest on the grounds that the Task Order increases the scope, period, or maximum value of the contract; or
(2) A protest of a Task Order valued in excess of $10 million. Protests of Task Orders in excess of $10 million may only be filed with the Government Accountability Office through May 27, 2011, or as extended by statute, in accordance with the procedures at FAR 33.104.

(h) An ombudsman has been designated at the contracting activity awarding this contract to ensure that all contractors are afforded a "fair opportunity" to be considered for task or delivery orders pursuant to FAR 16.5. The purpose of the ombudsman is not to diminish the authority of the CO or DCO, but to receive on behalf of and to communicate to the appropriate Government personnel concerns and disagreements of contractors not receiving a specific task and to work to resolve the matter. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the original selection of contractors or in the evaluation or determination of the issuance of task or delivery orders under this contract, does not act in the capacity of a CO or DCO, and does not participate in the adjudication of contract disputes in regard to multiple award task or delivery order contracts awarded pursuant to FAR 16.5.

H.15 EMCBC-H-1006 Major or Critical Subcontracts – Designation and Consent

The following subcontractors have been determined to be major or critical subcontractors:

[redacted]

At the Basic Contract level, if the Contractor proposes to use any new major or critical subcontractors other than those named above the Contractor shall provide notification to, and obtain consent from, the CO regardless of any exceptions that may be stated in the Subcontracts clause of this contract. Consent to these subcontracts is retained by the CO and will not be delegated.

If a contractor proposes a subcontractor other than those identified above to perform work under each individual Task Order in the areas of Environmental Remediation, Demolition, Regulatory Services, and Radiological Controls and Safety, the contractor must obtain consent by the CO before the contractor may be issued the Task Order. The contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed major or critical subcontractor and any other information requested by the CO. Consent may be provided on a one time basis only and should not be construed as authorizing the use of the new major or critical subcontractor on future task orders.

After the award of each individual Task Order, if the Contractor proposes to replace any of the approved major or critical subcontractors, the Contractor shall provide notification to, and obtain consent from the DCO regardless of any exceptions that may be stated in the Subcontracts clause of this contract. Consent of these subcontracts is retained by the DCO and will not be delegated.

H.16 EMCBC-H-1007 Task Order Contract Type

Under this contract, DOE may issue Task Orders of the following types: Firm Fixed Price, Cost Plus Fixed Fee, Cost Plus Award Fee, and Cost Plus Incentive Fee.

H.17 EMCBC-H-1008 Project Control Systems and Reporting Requirements (Applies to Each Individual Task Order, if applicable)

NOTE: Specific Project Control Systems (PCS) and reporting requirements shall be specified under individual Task Orders dependent upon the extent of anticipated cost, scope and duration. Task Orders will include specific requirements for each aspect of this clause that are required for each individual Task Order and with specifications and frequency of reports and oversight. The Task Order will specify if the work shall be subdivided into subprojects and/or Project Baseline Summaries (PBS) for management, oversight and reporting.

Project Control System

(a) The contractor shall use the Government provided work breakdown structure (WBS) and incorporate DOE's Environmental Cost Element Structure (ECES) into the WBS. The contractor shall establish, maintain, and use a project control and management system that accurately reflects the project status relative to cost and schedule performance, and track changes to the baseline. This system shall be fully integrated with the Department of Energy's (DOE's) financial accounting systems to ensure consistent reporting of costs. The contractor shall maintain a project management system in accordance with the following requirements documents, or any changes made in the requirements of these documents during the course of the project execution.

(1) DOE Order 413.3A, Program and Project Management for the Acquisition of Capital Assets, July 28, 2006;

(2) HQ Memorandum, Configuration Control Board, December 19, 2002.

(b) The contractor shall submit to the DCO and the DCOR a detailed written Project Control System Description (PCSD), Project Management Plan (PMP), and all implementing policies and procedures documenting implementation of ANSI/EIA-748-B Earned Value Management Systems (Published June 2007) in the contractor's proposed project control system. The contractor's proposed project control system shall be submitted for review and approval within 90 calendar days after award of the Task Order. Cost effective, tailored application of controls will be a critical factor in determining acceptability of the proposed system.

(c) DOE will conduct an Earned Value Management System (EVMS) compliance review of the contractor's proposed project control system per DOE Order 413.3A to determine if the description and procedures meet the requirements of this contract clause. The contractor shall be prepared to successfully support a DOE review and to successfully gain Earned Value Management System certification (for Task Orders valued at $50 million or more) six months after the date of Task Order award or the date specified in each individual Task Order.

(d) The contractor shall utilize the Primavera 6.0 (P6) scheduling software (and updates to the 6.0 version) in accordance with the May 1, 2008, HQ Memorandum, *Primavera Enterprise System*, that established it as the EM standard.

Baseline Development and Cost Collection

(a) The contractor shall develop and submit resource loaded baseline schedules as specified in the Task Order within 120 calendar days after the date of Task Order award or the date specified in each individual Task Order. The baselines shall be developed in accordance with DOE requirements and be acceptable to DOE and compatible with DOE project control and management systems, and reflect the project WBS. All supporting cost

information for the baselines shall be developed and prepared and be traceable to the contractor's Task Order cost proposal. (Note: the baselines are typically prepared at least one level lower in the WBS than that used in the contractor bid proposal.)

(b) The contractor shall support DOE internal compliance reviews of the baseline, as well as the independent review and assessment. The contractor shall fully support the baseline validation process, and assessments of compliance with the ANSI/EIA-748-B Earned Value Management Systems which is expected to take six months or less depending upon the complexity of the statement of work and value of the project.

(c) The contractor shall, within 120 calendar days after the date of Task Order award or the date specified in each individual Task Order, develop and submit a Risk Management Plan in accordance with DOE G 413.3-7, *Risk Management Guide* (Guide, 09/16/2008, EM) for DOE review and approval that includes the risks identified in its proposal, as well as identify all other internal and external risks to achieving the baselines. The Risk Management Plan shall include recommended mitigation strategies for risks that fall within the medium or high bins in the risk level likelihood of occurrence versus impact, the cost of the mitigation strategy and the expected residual risk. The Contractor's Risk Management Plan shall utilize a Monte Carlo analysis to determine cost and schedule contingency at 50% and 80% confidence levels. Cost and schedule contingency will be summarized at the PBS and total project levels.

(d) Risk Management is expected to be a continuous activity. Each month risk items (new, closed, and realized) shall be assessed, discussed with the Federal Project Director, and addressed in the monthly reports. A formal update to the plan shall be completed semiannually. The Contractor's Risk Management Plan shall be coordinated with the site's Federal Risk Management Plan to ensure there is no overlap or missing risks.

(e) WBS development, cost estimates and project cost reports shall utilize ECES and the ASTM ECES adjunct Standard E-2150-04. Costs shall be discernable by Budget and Report (B&R) code, direct, indirect, and fee. The project management system must maintain capability to provide Total Estimated Cost (TEC), Total Project Cost (TPC), Estimates-to-Complete (ETC), and Estimates-at-Completion (EAC).

(f) The contractor shall develop a schedule that includes all its project work scope that integrates with the WBS. Each PBS will have assigned duration that will be based on work scope. Activity logic links shall depict all work scope constraints and decision points and shall be integrated into a total project network schedule. The project schedule shall clearly depict critical path activities and milestones. Activities shall be resource loaded at the lowest practical level of the WBS. The contractor's schedule shall include all Government-Furnished Services and Items (GFSI) activities.

(g) The contractor shall analyze any DOE proposed or directed funding changes for their impact on technical, schedule, and cost elements of the baselines.

(h) Contractor requested changes or DOE directed changes shall be addressed through the established change control process detailed in Baseline Change Management section.

(i) Each month, the contractor shall provide a variance justification for plus or minus 10% differences between planned and actual performance against the baseline at a WBS level determined by DOE once the final WBS in established. Performance analysis techniques shall be commercially accepted and documented, and shall utilize earned-value methods. Performance metrics (i.e., quantities) are preferred for all technical work scope unless otherwise approved by the COR. For variances greater than $\pm$10%, the analysis shall detail the causes for variance, impact on the project, and recommended corrective action.

(j) The EAC for the project shall be evaluated monthly to ensure that it is consistent with observed trends in performance, emerging or resolved issues, and changes in the assessment of project risk.

(k) All actual direct costs incurred for resources applied in the performance of work shall be recorded on a timely basis each month. Actual costs incurred must be recorded in the same accounting period that performance is measured and recorded. Any indirect costs shall also be collected and appropriately allocated to the PBSs.

Project Reporting

(a) The contractor shall provide a monthly Project Performance Report (PPR) that describes the status on each PBS (if applicable) and that is rolled up to the baseline in a format approved by the COR. At a minimum, the report shall include justification of the cost variance and schedule variance at a suitable WBS level determined by DOE once the final WBS is established with rollup to the PBS, the status of major milestones, and critical technical or programmatic issues.

(b) Earned Value data will be reported in the following five Office of Management and Budget Contract Performance Report Formats, consistent with the DOE HQ memorandum titled *Establishing the Requirements for an Earned Value Management System, Standardizing Minimal Reporting Requirements, and Implementing an Earned Value Management System Surveillance Program*, dated July 6, 2007 and in accordance with the clause in Section H entitled "FAR 52.234-4 Earned Value Management System (JUL 2006)."

Format 1, DD Form 2734/1, Mar 05, Work Breakdown Structure
Format 2, DD Form 2734/2, Mar 05, Organizational Categories
Format 3, DD Form 2734/3, Mar 05, Baseline
Format 4, DD Form 2734/4, Mar 05, Staffing
Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis

(c) Semi-Annual Critical Analysis Report (SACAR). Twice each year the contractor shall prepare and submit a comprehensive review covering six months of PPRs that critically analyzes the overall status of the baseline, any key metrics, and total estimated cost. This review shall include overall narrative summaries, analysis of schedule trends and project float, critical path performance, analysis of critical manpower skills of other resources, budget and funding figures, and project risk updates.

(d) Plans and reports shall be prepared in such a manner as to provide for consistency with the Task Order PWS, the baseline, and the approved WBS. The contractor's reporting system shall be able to provide for the following at the PBS level:

(1) Timely incorporation of contractual changes affecting estimated cost and schedule.

(2) Reconciliation of estimated costs for those elements of the WBS with current performance measurement budgets in terms of changes to the authorized work and internal re-planning.

(3) Changes to records pertaining to work performed that will change previously reported costs for correction of errors and routine accounting adjustments.

(4) Revisions to the contract estimated costs for DOE-directed changes to the contractual effort.

(e) The contractor shall provide the DCOR, or designated authorized representatives, access to any and all information and documents comprising the contractor's project control and reporting system. Generally, access will not be requested more than one level below the level chosen by the DCOR for control and approval authority, except during compliance reviews.

(f) The contractor shall include tailored reporting requirements in all subcontracts adequate to fairly evaluate performance and support the contractor reporting requirements.

(g) The contractor may also be required to report historical costs of completed activities in a historical cost database along with the cost driving parameters.

(h) The contractor shall implement and maintain a surveillance program to ensure continued compliance of the earned value management system in accordance with the clause in Section H entitled "FAR 52.234-4 Earned Value Management System (JUL 2006)."

Baseline Change Management

(a) The baseline is the source document for all project control and baseline change management. The processes for managing and administering changes to all elements of the baseline shall be timely, formal, and documented.

(b) The approval authority for any change subject to EM configuration control pursuant to HQ Memorandum, Configuration Control Board, dated December 19, 2002, is the Assistant Secretary for Environmental Management.

(c) Provided that the change does not affect any item subject to EM configuration as stated above, the baseline change control thresholds for cost shall be the lesser of the following:

DOE Headquarters	An increase equal to or in excess of the lesser of $10 Million or 10% (cumulative) of the original CD-2/3 EM total cost baseline and any change of $100 Million or more that does not affect the original CD-2/3 EM total cost baseline.
Local DOE	An increase up to the lesser of $10 Million or 10% (cumulative) of the original CD-2/3 EM total cost baseline and any change of $5 Million up to $100 Million that does not affect the original CD-2/3 EM total cost baseline.
Contractor	Any change of up to $5 Million that does not affect the original CD-2/3 EM total cost baseline (use of management reserve must be reported to the Federal Project Director).

Additional work scope can only be authorized by the DCO, regardless of the threshold level.

(d) Each change control threshold level shall accommodate emergency changes. Retroactive changes that affect schedule and cost performance data are not allowed and should be made in the current period if necessary. A record of all approved changes, at any level, shall be maintained in a change log through the life of the project. Change control records shall maintain a clear distinction between approved changes in funding and baseline changes. A copy of the log shall be provided monthly to the DCO and DCOR.

(e) Regardless of DOE's action on a baseline change request, any changes to the Task Order's estimated cost and fee shall be executed only through a Task Order modification approved by the DCO pursuant to the Task Order terms and conditions. Approval of baseline changes do not imply approval to changes in a Task Order's estimated cost or fee.

H.18 EMCBC-H-1009 Management Project Controls (Applies to Each Individual Task Order, if applicable)

(A) Project Control System

1) Definition
The contractor shall support the establishment and maintenance of the Department of Energy Environmental Management Project Management Information System (EM PMIS) from which comprehensive, project-wide performance metrics and project management reports are generated. The EM PMIS system will produce accurate planning, budgeting, reporting and change control data and meet the requirements of DOE Order 413.3A *Program and Project Management for the Acquisition of Capital Assets* and DOE Manual 413.3-1 *Project Management for the Acquisition of Capital Assets.*
In addition, the contractor shall provide all necessary technical information and support to enable DOE to proceed with the Critical Decision process and enable DOE to meet the data requirements of the Integrated Planning, Accountability and Budgeting System (IPABS).

2) Data Requirements
In support of EM PMIS implementation and maintenance, the contractor shall provide the following data elements on a monthly basis:

2.1 ANSI/EIA-748 Earned Value Metrics
2.2 Earned Value Time-Phased Incremental Cost and Quantity Data
2.3 Management Reserve Data
2.4 Schedule Data
2.5 Variance Analysis Data
2.6 Risk Data

Specific reporting requirements and formats follow.

2.1 <u>ANSI/EIA-748 Earned Value Metrics</u>
The contractor shall report monthly cost and schedule metrics by WBS and OBS against the approved Project Management Baseline. The reporting data elements are:

- Monthly BCWS, BSWP, ACWP, Cost and Schedule Variance
- Cumulative-to-Date BCWS, BCWP, ACWP, Cost and Schedule Variance
- Cost Budget at Complete
- Cost Estimate to Complete
- Reprogramming Adjustment – Cost Variance
- Reprogramming Adjustment – Budget

Earned Value metrics shall be reported in ANSI X12-839 EDI Format

2.2 <u>Earned Value Time-Phased Incremental Cost and Quantity Data</u>
The contractor shall report incremental cost and schedule performance data on a monthly basis by the lowest level of the WBS and OBS. The reporting data elements are:

- BCWS for the project duration
- BCWP from the project start through the current month
- ACWP from the project start through the current month
- ETC from the current month through the end of the project

The reporting format is noted in Table 2.2.1 below.

2.3 Management Reserve Data

The contractor shall report Management Reserve by WBS and OBS using the data elements Transaction Date, Credit, Debit and Account Balance. The reporting format is noted in Table 2.3.1 below.

2.4 Schedule Data

The contractor shall report Schedule data by WBS and OBS; the following data elements shall be reported:

- Type of Activity
- Early/Late Start
- Early/Late Finish
- Start and Finish constraints
- Durations
- Critical Path
- Total and Fee Float
- % Complete

The reporting format is noted in Table 2.4.1 and 2.4.2 below.

2.5 Variance Analysis Data

The contractor shall report variances by WBS and OBS that exceed + or – 10%. The following data elements shall be reported:

- Monthly Cost and Schedule Variances and Performance Indices
- Cumulative-to-Date Cost and Schedule Variances and Performance Indices
- Variance at Completion
- Estimate at Completion and the Method of Calculation
- Narrative

The reporting format is noted in Table 2.5.1 and 2.2.5 below.

2.6 Risk Data

The contractor shall report risk information by WBS and OBS by a minimum set of data elements that include the following:

- Type of Risk
- Probability of Occurrence
- Quantification of Risk
- Mitigation
- Status

The reporting format is noted in Table 2.6.1 below.

EM PMIS REPORTING FORMAT TABLES

Table 2.2.1

Earned Value Time Phased Table Earned Value Time-phased Incremental Data for Each Period by WBS and OBS				
Field Name	**Field Type**	**Length**	**Description**	**Reqd.**
Project Name	VARCHAR	50	Project Identification Code	*
Status Date	DATETIME	8	End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	
OBSNUM	VARCHAR	50	OBS Element or ID	
ActNam	VARCHAR	16	Activity Name	
Resnam	VARCHAR	20	Resource Name	
Period	DATETIME		End Date of Period where Each cost is Time Phased	*
WBSDesc	VARCHAR	255	WBS Description	
OBSDesc	VARCHAR	255	OBS Description	
CINCBCWS	NUMERIC	16	Cost Incremental Planned Value/BCWS	*

CINCBCWP	NUMERIC	16	Cost Incremental Planned Value/BCWP	*
CINCAWWP	NUMERIC	16	Cost Incremental Planned Value/ACWP	*
CINCETC	NUMERIC	16	Cost Incremental ETC-Future from Status Date	*
QINCBCWS	NUMERIC	16	Quantity Incremental Planned Value/BCWS	
QINCBCWP	NUMERIC	16	Quantity Incremental Planned Value/BCWP	
QINCACWP	NUMERIC	16	Quantity Incremental Planned Value/ACWP	
QINCETC	NUMERIC	16	Quantity Incremental ETC-Future from Status Date	

Table 2.3.1

Earned Value Management Reserve Log Table Management Reserve Log				
Field Name	**Field Type**	**Length**	**Description**	**Reqd.**
Project Name	VARCHAR	50	Project Identification Code	*
Status Date	DATETIME		End Date of Current Reporting Period	*
Log Date	DATETIME		Date of MR Change	*
WBSNUM	VARCHAR	35	WBS Element or ID	
OBSNUM	VARCHAR	50	OBS Element or ID	
ActNam	VARCHAR	16	Activity MR was applied to	
ResNam	VARCHAR	20	Resource MR was applied to	
CCREDIT	NUMERIC	16	Amount of Credit to MR	*
CBEBIT	NUMERIC	16	Amount of Debit to MR	*
CBALANCE	NUMERIC	16	Balance of MR after change	*
Narrative	TEXT		Text Description of MR change	
Document	OBJECT		Document Attachment	

Table 2.4.1

Schedule Activity Table Activity Schedule Date				
Field Name	**Field Type**	**Length**	**Description**	**Reqd.**
Project Name	VARCHAR	50	Project Identification Code	*
Status Date	DATETIME		Status Date	*
ActNam	VARCHAR	16	Activity Name or Code or ID	*
ActDesc	VARCHAR	255	Activity Description	
WBSNUM	VARCHAR	35	WBS Element	
OBSNUM	VARCHAR	50	OBS Element	
ActType	VARCHAR	1	Activity Type (A=Activity, S=Summary, M=Milestone, H=Hammock	*
CUR StrCon	VARCHAR	3	Current Start Constraint	
CURStrConDate	DATETIME		Current Start Constraint Date	
CUR FinCon	VARCHAR	3	Current Finish Constraint	
CUR FinConDate	DATETIME		Current Finish Constraint Date	
CUR ESDate	DATETIME		Current Early Start Date	
CUR EFDate	DATETIME		Current Early Finish Date	
CUR LSDate	DATETIME		Current Late Start Date	
CUR LFDate	DATETIME		Current Late Finish Date	
CUR FreeFit	INT	4	Current Free Float (Days)	
CUR TtlFit	INT	4	Current Total Float (Days)	
CUR Crit	BOOLEAN	1	Current Critical Path	

CUR OrgDur	INT	4	Current Original Duration (Days)	
CUR RemDur	INT	4	Current Remaining Duration (Days)	
CUR PctCmp	NUMERIC	16	Current Percent Complet	
BAS StrCon	VARCHAR	3	Baseline Start Constraint	
BAS StrConDate	DATETIME		Baseline Start Constraint Date	
BAS FinCon	VARCHAR	3	Baseline Finish Constraint	
BAS FinConDate	DATETIME		Baseline Finish Constraint Date	
BAS ESDate	DATETIME		Baseline Early Start Date	
BAS EFDate	DATETIME		Baseline Early Finish Date	
BAS LSDate	DATETIME		Baseline Late Start Date	
BAS LFDate	DATETIME		Baseline Late Finish Date	
BAS FreeFlt	INT	4	Baseline Free Float (Days)	
BAS TtlFit	INT	4	Baseline Total Float (Days)	
BAS Crit	BOOLEAN	1	Baseline Critical Path	
BAS OrgDur	INT	4	Baseline Original Duration (Days)	
BAS RemDur	INT	4	Baseline Remaining Duration (Days)	
BAS PctCmp	NUMERIC	16	Baseline Percent	

Table 2.4.2

Schedule Relationship Table Activity Relationship Data				
Field Name	**Field Type**	**Length**	**Description**	**Reqd.**
Project Name	VARCHAR	50	Project Identification Code	*
Status Date	DATETIME		Status Date	*
ActNam	VARCHAR	16	Predecessor Activity Name or Code	*
ActNamRel	VARCHAR	16	Successor Activity Name or Code	*
CUR RelType	VARCHAR	2	Current Relationship Type: FS = Finish to Start SS = Start to Start FF = Finish to Finish SF = Start to Finish HS = Hammock to Start HF = Hammock to Finish	*
CUR Lag	INT	4	Current Lag	*
BAS RelType	VARCHAR	2	Baseline Relationship Type: FS = Finish to Start SS = Start to Start FF = Finish to Finish SF = Start to Finish HS = Hammock to Start HF = Hammock to Finish	*
BAS Lag	INT	4	Baseline Lag (Pos.)/Lead (Neg.)	*

H.19 EMCBC-H-1010 Responsible Corporate Official (Applies to Each Individual Task Order, if applicable)

(a) The contractor shall designate a Program Manager who will be the contractor's authorized supervisor for technical and administrative performance of all work performed under the Task Order. The Program Manager shall provide the single point of contact between the contractor and the DCOR under this contract.

(b) The Program Manager shall receive and execute, on behalf of the contractor, such technical directions as the DCOR may issue within the terms and conditions of the Task Order.

H.20 EMCBC-H-1011 Task Order Administrative Information

(a) DCOs, as anticipated in FAR 52.216-18, Ordering are all DOE, including NNSA, Contracting Officers.

(b) The DCO is responsible for all Task Order activities including requesting Task Proposals/Task Plans, evaluating for award, awarding, funding, all administrative activities and evaluating contractor performance for all Task Orders issued. For tracking purposes, the CO will issue four-digit tracking number to each individual Task Order awarded under this contract. This tracking number will be specified in Section G of the Task Order and will include two alpha characters for the ordering office and two numeric characters for the task sequence (such as OR01).

(c) The DCO will provide copies of Task Orders and Task Order modifications to the CO. Copies of performance evaluations on completed Task Orders, or Task Orders that are in process, will also be provided to the CO. The CO will provide copies of the contract and contract modifications to the DCO, upon request. The CO will also provide past performance information for work performed under this contract to the DCO.

H.21 EMCBC-H-1012 Security

(a) Responsibility: It is the contractor's duty to safeguard all classified information, special nuclear material, any information designated as sensitive and not subject to disclosure that may be provided either for Task Order proposal preparation or performance, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding and protecting against sabotage, espionage, loss and theft, classified information, sensitive information, and special nuclear material in the contractor's possession in connection with the performance of work under this contract. Special nuclear material will not be retained after the completion or termination of the contract.

(b) Definition of Special Nuclear Material (SNM). SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(c) Subcontracts and purchase orders. Except as otherwise authorized in writing by the DCO, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

H.22 EMCBC-H-1013 Security Clearances and Badges

Each Task Order will specify security clearance and badging requirements and any other applicable security requirements.

H.23 EMCBC-H-1014 Required Insurance and Bonds (Applies to Each Individual Task Order, if applicable)

(a) Contractor's Liability Insurance. The contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the contractor from claims set forth below by which may arise out of or result from the contractor's operations under the Task Order and for which the contractor may be legally liable, whether such operations be by the contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(1) Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

(2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees;
(3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees;
(4) Claims for damages insured by usual personal injury liability coverage;
(5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
(6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
(7) Claims for bodily injury or property damage arising out of completed operations; and,
(8) Claims involving contractual liability insurance applicable to the contractor's obligations.

(b) The insurance required by this clause shall be written for not less than limits of liability specified in the Task Order or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

(c) Certificates of insurance acceptable to the DCO shall be filed with the DCO prior to commencement of the Work. These certificates and the insurance policies required by this paragraph shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the DCO. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the contractor with reasonable promptness in accordance with the contractor's information and belief.

(d) Performance Bond and Payment Bond
(1) When required by the Task Order, the contractor shall acquire and provide to the DCO proof of a performance bond or payment bond of obligations to subcontractors, satisfactory to the DCO.
(2) Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Task Order, the contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made

(e) The contractor agrees to insert the substance of this clause in all subcontracts placed under the individual Task Order.

H.24 EMCBC-H-1015 Disputes

In addition to any other clauses contained herein related to the Disputes clause of this contract, any dispute between the contractor and the Ordering Office shall be handled between the CO identified in the basic contract and the contractor.

H.25 EMCBC-H-1016 Award Fee (Applies to Cost-Plus-Award-Fee Task Orders only)

Beginning on the effective date of the Task Order, the Government shall evaluate the contractor's performance on a periodic basis as specified in the Task Order for a determination of the award fee earned by the contractor.

The contractor may earn a minimum and maximum award fee as specified in the Task Order. The base fee plus award fee shall not exceed the fee ceiling established in B. 2 EMCBC-B-1002 Fee Ceiling. The DOE Fee Determination Official (FDO) shall determine the earned portion of the maximum award fee allocable to each performance period for possible award.

The DCO will issue a unilateral Task Order modification when the award fee, if any, has been determined by the FDO. The modification shall set forth the amount of fee earned for the performance period evaluated. Upon receipt of the Task Order modification, the contractor may submit a public voucher for payment of the total award fee earned for the period evaluated.

H.26 EMCBC-H-1017 Award Fee Plan (Applies to Cost-Plus-Award-Fee Task Orders only)

(a) The contractor's award fee plan upon which the determination of award fee shall be based (including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area), will be unilaterally established by the Government. A copy of the plan will be provided to the contractor 30 calendar days prior to the start of the first evaluation period.

(b) The award fee plan will set forth the criteria upon which the contractor will be evaluated for performance relating to the requirements in each Task Order.

(c) The award fee plan may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

H.27 EMCBC-H-1018 Payment of Base Fee and Award Fee (Applies to Cost-Plus-Award-Fee Task Orders only)

Base Fee - The base fee, if any, shall be paid for work performed under the Task Order as determined by the DCO, subject to the following withholding provisions. After payment of eighty-five percent (85%) of the base fee, the Government shall withhold further payment of base fee pending establishment of a reserve of fifteen (15%) of the total base fee or $100,000, whichever is less. This withholding shall be payable upon submission and acceptance of appropriate closing documents, after final audit of the Task Order has been completed and all audit exceptions have been resolved.

Award Fee - The amount of award fee to be paid, if any, shall be paid promptly upon receipt of an invoice submitted as a result of the Task Order modification setting forth the amount of award fee earned from the Fee Determination Official (FDO).

H.28 EMCBC-H-1019 Department of Labor Wage Determinations

In the performance of this contract the contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J of each individual Task Order and FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRE when applicable.

H.29 EMCBC-H-1020 Preservation of Antiquities, Wildlife and Land Areas

(a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the contractor to report to the CO or DCO the existence of any antiquities so discovered.

(b) The contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the CO or DCO.

(c) Except as required by or specifically provided for in other provisions of this contract and/or Task Order, the contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

H.30 EMCBC-H-1021 Contractor Interface with Other Contractors and/or Government Employees

The Government may award contracts for on site work or services to additional contractors. The contractor shall cooperate fully with all other on site DOE contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the DCO or a duly authorized representative. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

H.31 EMCBC-H-1022 Contractor Press Releases

The DOE policy and procedure on news releases requires that all contractor press releases be reviewed and approved by DOE prior to issuance. Therefore, the contractor shall, at least ten (10) days prior to the planned issue date, submit a draft copy to the DCO of any planned press releases related to **work** performed under individual Task Orders. The DCO will then obtain necessary reviews and clearances and provide the contractor with the results of such reviews prior to the planned issue date.

H.32 EMCBC-H-1023 Lobbying Restriction (Energy and Water Development and Related Agencies Appropriations Act, 2009)

The contractor agrees that none of the funds obligated on this award or Task Order awards 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.

H.33 EMCBC-H-1024 Representations, Certifications, and Other Statements of the Offeror

The Representations, Certifications, and Other Statements of the contractor, dated October 16, 2009, made in response to Solicitation No. DE-SOL-0000524 are hereby incorporated into this contract by reference.

H.34 EMCBC-H-1025 Disposition of Intellectual Property

As a supplement to paragraph (e) of 48 CFR 970.5227-1 RIGHTS IN DATA - FACILITIES (DEC 2000), the following provisions shall apply, in the event of contractor default or termination, in order to enable DOE to assure continuity and completion of the particular remediation, decontamination or decommissioning activity or task.

(a) Regarding technical data and other intellectual property, DOE may have access to, make copies of, and use all technical data, including limited rights data and restricted computer software and data and software obtained from subcontractors, necessary to continue the remediation, decontamination or decommissioning of the facility. Limited rights data and restricted computer software will be protected in accordance with the Rights in Data - Facilities clause. Contractor shall assure that its subcontractors and licensors make similar rights available to DOE and its contractors.

(b) The Contractor agrees to and does hereby grant to the Government an irrevocable non-exclusive paid up license in and to any inventions or discoveries, regardless of when conceived or actually reduced to practice or acquired by the Contractor, and any other intellectual property which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the design or construction or the facility being remediated or decontaminated, (1) to practice or to have practiced by or on behalf of the Government at the facility, and (2) to transfer such license with the tranfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity, or scope of, or title to, any rights or patents or other intellectual property herein licensed.

H.35 EMCBC-H-1026 Contractor Human Resource Management (Applies to Each Individual Task Order, if applicable)

Services required under this Contract may include requirements pertaining to Human Resources Management activities/services to be performed by a Contractor under an individual task order. These requirements may include, but not be limited to, sponsorship/management/administration of exiting pension and other benefit plans, specific requirements pertaining to right of first refusal and preferences in hiring for incumbent workforce, labor relations, and workforce transition. When applicable, each individual Task Order will specify and include the specific Contractor Human Resources Management requirements. Representative Contractor Human Resources Management clauses that may be included in the individual task order are contained in Section J, Attachment J-2.

[redacted]

Section I - Contract Clauses

I.1 FAR 52.202-1 Definitions. (JUL 2004)

I.2 FAR 52.203-3 Gratuities. (APR 1984)

I.3 FAR 52.203-5 Covenant Against Contingent Fees. (APR 1984)

I.4 FAR 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

I.5 FAR 52.203-7 Anti-Kickback Procedures. (JUL 1995)

I.6 FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)

I.7 FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)

I.8 FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (SEP 2007)

I.9 FAR 52.203-13 Contractor Code of Business Ethics and Conduct. (DEC 2008)

I.10 FAR 52.204-4 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)

I.11 FAR 52.204-7 Central Contractor Registration. (APR 2008)

I.12 FAR 52.204-9 Personal Identity Verification of Contractor Personnel. (SEP 2007)

I.13 FAR 52.204-10 Reporting Subcontract Awards. (SEP 2007)

I.14 FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006)

I.15 FAR 52.211-12 Liquidated Damages - Construction. (SEP 2000)
(a) "TBD" (to be completed in each individual Task Order, if applicable)

I.16 FAR 52.211-13 Time Extensions. (SEP 2000)

I.17 FAR 52.215-2 Audit and Records - Negotiation. (JUN 1999)

I.18 FAR 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

I.19 FAR 52.215-10 Price Reduction for Defective Cost or Pricing Data. (OCT 1997)

I.20 FAR 52.215-12 Subcontractor Cost or Pricing Data. (OCT 1997)

I.21 FAR 52.215-13 Subcontractor Cost or Pricing Data - Modifications. (OCT 1997)

I.22 FAR 52.215-15 Pension Adjustments and Asset Reversions. (OCT 2004)

I.23 FAR 52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)

I.24 FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)

I.25 FAR 52.215-19 Notification of Ownership Changes. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.26 FAR 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications. (OCT 1997)

I.27 FAR 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through five years after the date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.28 FAR 52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $50,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of $250,000,000.00;

(2) Any order for a combination of items in excess of $400,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.29 FAR 52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five years from the last date of the contract's effective period.

I.30 FAR 52.216-24 Limitation of Government Liability. (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding "TBD" (to be completed in each individual Task Order, if applicable) dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is "TBD" (to be completed in each individual Task Order, if applicable) dollars.

I.31 FAR 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years and six months.

I.32 FAR 52.219-6 Notice of Total Small Business Set-Aside. (JUN 2003)

I.33 FAR 52.219-8 Utilization of Small Business Concerns. (MAY 2004)

I.34 FAR 52.219-14 Limitations on Subcontracting. (DEC 1996)

I.35 FAR 52.219-28 Post-Award Small Business Program Representation. (APR 2009)

I.36 FAR 52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

I.37 FAR 52.222-3 Convict Labor. (JUN 2003)

I.38 FAR 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 2005)

I.39 FAR 52.222-6 Davis-Bacon Act. (JUL 2005)

I.40 FAR 52.222-7 Withholding of Funds. (FEB 1988)

I.41 FAR 52.222-8 Payrolls and Basic Records. (FEB 1988)

I.42 FAR 52.222-9 Apprentices and Trainees. (JUL 2005)

I.43 FAR 52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)

I.44 FAR 52.222-11 Subcontracts (Labor Standards). (JUL 2005)

I.45 FAR 52.222-12 Contract Termination - Debarment. (FEB 1988)

I.46 FAR 52.222-13 Compliance with Davis-Bacon and Related Act Regulations. (FEB 1988)

I.47 FAR 52.222-14 Disputes Concerning Labor Standards. (FEB 1988)

I.48 FAR 52.222-15 Certification of Eligibility. (FEB 1988)

I.49 FAR 52.222-20 Walsh-Healey Public Contracts Act. (DEC 1996)

I.50 FAR 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

I.51 FAR 52.222-26 Equal Opportunity. (MAR 2007)

I.52 FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)

I.53 FAR 52.222-36 Affirmative Action for Workers with Disabilities. (JUN 1998)

I.54 FAR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)

I.55 FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees. (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.56 FAR 52.222-41 Service Contract Act of 1965. (NOV 2007)

I.57 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class Monetary Wage - Fringe Benefits
"TBD" (to be completed in each individual Task Order, if applicable)

I.58 FAR 52.222-49 Service Contract Act - Place of Performance Unknown. (MAY 1989)

(a) "TBD" (to be completed in each individual Task Order, if applicable), "TBD" (to be completed in each individual Task Order, if applicable)

I.59 FAR 52.222-50 Combating Trafficking in Persons. (FEB 2009)

I.60 FAR 52.222-54 Employment Eligibility Verification. (JAN 2009)

I.61 FAR 52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997) Alternate I (JUL 1995)

I.62 FAR 52.223-5 Pollution Prevention and Right-to-Know Information. (AUG 2003)

I.63 FAR 52.223-6 Drug-Free Workplace. (MAY 2001)

I.64 FAR 52.223-7 Notice of Radioactive Materials. (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall -

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

I.65 FAR 52.223-14 Toxic Chemical Release Reporting. (AUG 2003)

I.66 FAR 52.224-1 Privacy Act Notification. (APR 1984)

I.67 FAR 52.224-2 Privacy Act. (APR 1984)

I.68 FAR 52.225-1 Buy American Act – Supplies (FEB 2009)

I.69 FAR 52.225-11 Buy American Act - Construction Materials under Trade Agreements. (JUL 2009)

I.70 FAR 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

I.71 FAR 52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials under Trade Agreements. (MAR 2009)

(b)(3) "TBD" (to be completed in each individual Task Order, if applicable)
(d) "TBD" (to be completed in each individual Task Order, if applicable)

I.72 FAR 52.227-11 Patent Rights--Ownership by the Contractor. (DEC 2007)

(j) "TBD" (To be included in each individual task order that includes any research, development or demonstration work)

I.73 FAR 52.227-23 Rights to Proposal Data (Technical). (JUN 1987)

"TBD" (to be completed in each individual Task Order, if applicable), "TBD" (to be completed in each individual Task Order, if applicable)

I.74 FAR 52.228-2 Additional Bond Security. (OCT 1997)

I.75 FAR 52.228-11 Pledges of Assets. (FEB 1992)

I.76 FAR 52.228-14 Irrevocable Letter of Credit. (DEC 1999)

I.77 FAR 52.228-15 Performance and Payment Bonds – Construction. (NOV 2006)

I.78 FAR 52.228-16 Performance and Payment Bonds -- Other Than Construction. (NOV 2006)

I.79 FAR 52.230-2 Cost Accounting Standards. (OCT 2008)

I.80 FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices. (OCT 2008)

I.81 FAR 52.232-9 Limitation on Withholding of Payments. (APR 1984)

I.82 FAR 52.232-17 Interest. (OCT 2008)

I.83 FAR 52.232-23 Assignment of Claims. (JAN 1986)

I.84 FAR 52.232-25 Prompt payment. (OCT 2008)

I.85 FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration.

(OCT 2003)

I.86 FAR 52.233-1 Disputes. (JUL 2002)

I.87 FAR 52.233-3 Protest after Award. (AUG 1996)

I.88 FAR 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

I.89 FAR 52.236-5 Material and Workmanship. (APR 1984)

I.90 FAR 52.236-7 Permits and Responsibilities. (NOV 1991)

I.91 FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)

I.92 FAR 52.237-3 Continuity of Services. (JAN 1991)

I.93 FAR 52.242-1 Notice of Intent to Disallow Costs. (APR 1984)

I.94 FAR 52.242-3 Penalties for Unallowable Costs. (MAY 2001)

I.95 FAR 52.242-4 Certification of Final Indirect Costs. (JAN 1997)

I.96 FAR 52.242-13 Bankruptcy. (JUL 1995)

I.97 FAR 52.244-5 Competition in Subcontracting. (DEC 1996)

I.98 FAR 52.244-6 Subcontracts for Commercial Items. (MAR 2009)

I.99 FAR 52.245-1 Government Property. (JUN 2007)

I.100 FAR 52.245-9 Use and Charges. (JUN 2007)

I.101 FAR 52.246-13 Inspection - Dismantling, Demolition, or Removal of Improvements. (AUG 1996)

I.102 FAR 52.246-23 Limitation of Liability. (FEB 1997)

I.103 FAR 52.246-25 Limitation of Liability - Services. (FEB 1997)

I.104 FAR 52.247-5 Familiarization with Conditions. (APR 1984)

I.105 FAR 52.247-17 Charges. (APR 1984)

I.106 FAR 52.247-21 Contractor Liability for Personal Injury and/or Property Damage. (APR 1984)

I.107 FAR 52.251-1 Government Supply Sources. (APR 1984)

I.108 FAR 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): http://www.acquisition.gov/far/

I.109 FAR 52.253-1 Computer Generated Forms. (JAN 1991)

I.110 DEAR 952.202-1 Definitions.

I.111 DEAR 952.203-70 Whistleblower Protection for Contractor Employees. (DEC 2000)

I.112 DEAR 952.204-2 Security Requirements. (MAY 2002)

I.113 DEAR 952.204-70 Classification/Declassification. (SEP 1997)

I.114 DEAR 952.204-75 Public Affairs. (DEC 2000)

I.115 DEAR 952.208-70 Printing. (APR 1984)

I.116 DEAR 952.209-72 Organizational conflicts of interest. (JUN 1997) – Alternate I

I.117 DEAR 952.223-71 Integration of environment, safety, and health into work planning and execution.

I.118 DEAR 952.223-72 Radiation protection and nuclear criticality. (APR 1983)

I.119 DEAR 952.223-75 Preservation of individual occupational radiation exposure records. (APR 1984)

I.120 DEAR 952.223-77 Conditional Payment of Fee or Profit--Protection of Worker Safety and Health. (JAN 2004)

(b) (2)(i) "TBD" (to be completed in each individual Task Order, if applicable)

I.121 DEAR 952.226-74 Displaced employee hiring preference. (JUN 1997)

I.122 DEAR 952.231-71 Insurance-litigation and claims. (APR 2002)

I.123 DEAR 952.235-70 Key personnel. (APR 1994)

I.124 DEAR 952.242-70 Technical Direction. (DEC 2000)

I.125 DEAR 952.250-70 Nuclear hazards indemnity agreement. (JUN 1996)

I.126 DEAR 952.251-70 Contractor employee travel discounts. (DEC 2000)

I.127 DEAR 970.5204-2 Laws, regulations, and DOE directives. (DEC 2000)

I.128 DEAR 970.5204-3 Access to and Ownership of Records (Jul 2005)

I.129 DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites (DEC 2000)

I.130 DEAR 970.5227-1 Rights in Data - Facilities (DEC 2000)

I.131 DEAR 970.5227-4 Authorization and Consent (AUG 2002)

I.132 DEAR 970.5227-5 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 2002)

I.133 DEAR 970.5227-6 Patent Indemnity – Subcontracts (DEC 2000)

I.134 DEAR 970.5231-4 Preexisting Conditions – Alternate II (DEC 2000)

<u>Fixed Price Clauses</u> (apply to Fixed Price Task Orders only)

I.135 FAR 52.211-11 Liquidated Damages - Supplies, Services, or Research and Development. (SEP 2000)

(a) "TBD" (to be completed in each individual Task Order, if applicable), "TBD" (to be completed in each individual Task Order, if applicable)

I.136 FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts). (NOV 2006)

I.137 FAR 52.228-5 Insurance - Work on a Government Installation. (JAN 1997)

I.138 FAR 52.229-3 Federal, State, and Local Taxes. (APR 2003)

I.139 FAR 52.232-1 Payments. (APR 1984)

I.140 FAR 52.232-8 Discounts for Prompt Payment. (FEB 2002)

I.141 FAR 52.232-11 Extras. (APR 1984)

I.142 FAR 52.232-16 Progress Payments. (JUL 2009)

(l) Each individual Task Order will specify the applicability of progress payments.

I.143 FAR 52.236-2 Differing Site Conditions (APR 1984)

I.144 FAR 52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)

I.145 FAR 52.236-6 Superintendence by the Contractor. (APR 1984)

I.146 FAR 52.236-8 Other Contracts. (APR 1984)

I.147 FAR 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)

I.148 FAR 52.236-10 -- Operations and Storage Areas. (APR 1984)

I.149 52.236-11 -- Use and Possession Prior to Completion. (APR 1984)

I.150 52.236-12 -- Cleaning Up. (APR 1984)

I.151 52.236-13 -- Accident Prevention. (APR 1984)

I.152 52.236-15 -- Schedules for Construction Contracts. (APR 1984)

I.153 52.236-21 -- Specifications and Drawings for Construction. (FEB 1997)

I.154 FAR 52.243-1 Changes - Fixed-Price. (AUG 1987)

I.155 FAR 52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate II (APR 1984)

I.156 FAR 52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate IV (APR 1984)

I.157 FAR 52.249-2 Termination for Convenience of the Government (Fixed-Price). (MAY 2004)

I.158 FAR 52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)

Cost-Reimbursement Clauses ***(apply to Cost-Reimbursement Task Orders only)***

I.159 FAR 52.216-7 Allowable Cost and Payment. (DEC 2002)

(a) (3) "TBD" (to be completed in each individual Task Order, if applicable)

I.160 FAR 52.216-8 Fixed Fee. (MAR 1997)

I.161 FAR 52.216-9 Fixed Fee – Construction. (MAR 1997)

I.162 FAR 52.216-10 Incentive Fee. (MAR 1997)

(e) (1) "TBD" (to be completed in each individual Task Order, if applicable), "TBD" (to be completed in each applicable Task Order), "TBD" (to be completed in each individual Task Order, if applicable), "TBD" (to be completed in each individual Task Order, if applicable)

I.163 FAR 52.222-2 Payment for Overtime Premiums. (JUL 1990)

(a) "TBD" (to be completed in each individual Task Order, if applicable)

I.164 FAR 52.228-7 Insurance - Liability to Third Persons. (MAR 1996)

I.165 FAR 52.232-20 Limitation of Cost. (APR 1984)

I.166 FAR 52.232-22 Limitation of Funds. (APR 1984)

I.167 FAR 52.232-25 Prompt payment. (OCT 2008) -- Alternate I (FEB 2002)

I.168 FAR 52.236-18 Work Oversight in Cost-Reimbursement Construction Contracts. (APR 1984)

I.169 FAR 52.236-19 Organization and Direction of the Work. (APR 1984)

I.170 FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate I (APR 1984)

I.171 FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate II (APR 1984)

I.172 FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate III (APR 1984)

I.173 FAR 52.244-2 Subcontracts. (JUN 2007) - Alternate I (JUN 2007)
(d) "TBD" (to be completed in each individual Task Order, if applicable)
(j) "TBD" (to be completed in each individual Task Order, if applicable)

I.174 FAR 52.249-6 Termination (Cost-Reimbursement). (MAY 2004)

I.175 FAR 52.249-14 Excusable Delays. (APR 1984)

Section J - List of Documents, Exhibits and Other Attachments

J.1 DOE-J-1001 List of Attachments

The following attachments constitute part of this contract:

Attachment	Description	Date	No. of Pages
J-1	List A/B	May 28, 2009	9
J-2	Sample Contractor Human Resource Management Clauses	August 4, 2009	5

ATTACHMENT J-1 LIST OF APPLICABLE LAWS AND REGULATIONS (LIST A) & LIST OF APPLICABLE DOE DIRECTIVES (LIST B)

LIST OF APPLICABLE LAWS AND REGULATIONS (LIST A)

This list was prepared for the convenience of the contractor. Omission of a Law or Regulation is not intended to imply that the law is not applicable to this contract.

All Federal regulations and State equivalent regulations apply to this contract. Federal Regulations include but are not limited to the following:

10 CFR 820	Procedural Rules for DOE Nuclear Activities
10 CFR 824	Procedural Rules for the Assessment Of Civil Penalties for Classified Information Security Violations
10 CFR 830	Nuclear Safety Management
10 CFR 835	Occupational Radiation Protection
10 CFR 850	Beryllium Disease Prevention Programs
10 CFR 851	Worker Safety and Health Program
10 CFR 708	DOE Contractor Employee Protection Program

LIST OF APPLICABLE DOE DIRECTIVES (LIST B)

The DOE directives listed in the table below contain requirements relevant to the scope of work in Task Orders. In most cases, the requirements applicable to the Contractor are contained in a Contractor Requirements Document (CRD) attached to the DOE directive. The Contractor is encouraged to continuously evaluate the work scope and task order requirements for opportunities to improve efficiency or creativity and propose alternative methods to those specified in the DOE directives to the DCO for review and possible modification of the contract. DOE has an extensive inventory of guides, standards, and manuals. It is intended for the contractor to make use of these resources and incorporate them in to the contractor's program, to comply with the requirements of this contract. DOE has listed for convenience several of the standards, guides, and handbooks the contractor is expected to follow during the performance of Task Orders. The contractor may identify that several more standards, guides, and handbooks are needed to comply with the requirements of Task Orders. Use of alternate methods is encouraged to improve efficiency; however, use of alternate methods shall be brought to the attention of the DCOR for review, comment, and approval prior to use.

DOE Orders

DOE O 110.3	Conference Management [11-3-99]
DOE O 130.1	Budget Formulation Process [9-29-95]
DOE O 142.1	Classified Visits Involving Foreign Nationals [1-13-04]
DOE O 142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency [12-15-06]
DOE O 142.3 Chg 1	Unclassified Foreign Visits and Assignments [2-28-08]
DOE O 144.1	Department of Energy American Indian Tribal Government Interactions and Policy [1-16-09]
DOE O 150.1	Continuity Programs [5-8-08]
DOE O 151.1C	Comprehensive Emergency Management System [11-2-05]
DOE O 153.1	Departmental Radiological Emergency Response Assets [6-27-07]
DOE O 200.1A	Information Management Program [12-23-08]
DOE O 205.1A	Department of Energy Cyber Security Management Program [12-4-06]
DOE M 205.1-4	National Security System Manual [3-8-07]
DOE O 206.1	DOE O 206.1, Department of Energy Privacy Program [1-16-09]
DOE O 210.2	DOE Corporate Operating Experience Program [6-12-06]
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General [4-19-08]
DOE O 221.2A	Cooperation with the Office of Inspector General [2-25-08]
DOE O 225.1A	Accident Investigations [11-26-97]

DOE O 226.1A	Implementation of DOE Oversight Policy [7-31-07]
DOE O 231.1A	Environment, Safety, and Health Reporting [6-3-04, chg 1]
DOE O 241.1A	Scientific and Technical Information Management [10-14-03, chg 1]
DOE O 243.1	Records Management Program [2-3-06]
DOE O 243.2	Vital Records [2-2-06]
DOE O 251.1B	Directives System [8-16-06]
DOE O 251.1C	Departmental Directives Program [1-15-09]
DOE O 252.1	Technical Standards Program [11-19-99]
DOE O 341.1A	Federal Employee Health Services [10-18-07]
DOE O 350.1	Contractor Human Resource Management Programs *(by Chapter)* [5-8-98, chg 1]
DOE O 350.2A	Use of Management & Operating or Other Facility Management Contractor Employees for Services to DOE in Washington, DC Area
DOE O 410.1	Central Technical Authority Responsibilities Regarding Nuclear Safety Requirements[8-28-07]
DOE O 413.1A	Management Control Program [4-18-02]
DOE O 413.3A	Program and Project Management for the Acquisition of Capital Assets ($20M threshold for Total Project Cost) [11-17-08, chg 1]
DOE O 414.1C	Quality Assurance [6-17-05]
DOE O 420.1B	Facility Safety [12-22-05]
DOE O 420.2B	Safety of Accelerator Facilities [7-23-04]
DOE O 430.1B	Real Property Asset Management [2-9-08, chg 1]
DOE O 430.2B	Departmental Energy and Utilities Management [2-27-08]
DOE O 433.1A	Maintenance Management Program for DOE Nuclear Facilities [2-13-07]
DOE O 435.1	Radioactive Waste Management [8-28-01, chg 1]
DOE O 440.1A	Worker Protection Management for DOE Federal and Contractor Employees
DOE O 440.1B	Worker Protection Program for DOE (Including NNSA) Federal Employees [5-17-07]
DOE O 440.2B	Aviation Management and Safety [11-19-06, chg 1]

DOE O 442.1A	Department of Energy Employee Concerns Program [6-6-01]
DOE O 450.1A	Environmental Protection Program [6-4-08]
DOE O 460.1B	Packaging and Transportation Safety [4-4-03]
DOE O 460.2-1A	Radioactive Material Transportation Practices [6-4-08]
DOE O 460.2A	Departmental Materials Transportation and Packaging Management [12-22-04]
DOE O 461.1A	Packaging and Transfer or Transportation of Materials of National Security Interest [4-26-04]
DOE O 462.1	Import and Export of Category 1 and 2 Radioactive Sources and Aggregated Quantities [11-10-08]
DOE O 470.2B	Independent Oversight and Performance Assurance Program [10-31-02]
DOE O 470.3A	Design Basis Threat Policy (U) [11-29-05]
DOE O 470.4A	Safeguards and Security Program [5/25/07]
DOE O 471.1A	Identification and Protection of Unclassified Controlled Nuclear Information (UCNI) [6-30-2000]
DOE O 471.2-2	Classified Information Systems Security Manual
DOE O 471.3	Identifying & Protecting Official Use Only [4-9-03]
DOE O 472.1B	Personnel Security Activities
DOE O 475.1	Counterintelligence Program [12-10-04]
DOE O 475.2	Identifying Classified Information [8-28-07]
DOE O 481.1C	Work for Others (Non-Department of Energy Funded Work) [1-24-05]
DOE O 482.1	DOE Facilities Technology Partnering Programs [1-12-01]
DOE O 483.1	DOE Cooperative Research and Development Agreements [1-12-01]
DOE O 484.1	Reimbursable Work for the Department of Homeland Security [8-17-06]
DOE O 522.1	Pricing of Departmental Materials and Services [11-3-04]
DOE O 534.1B	Accounting [1-6-03]
DOE O 551.C	Official Foreign Travel [6-24-08]
DOE O 580.1	Department of Energy Personal Property Management Program [5-8-08, chg 1]
DOE O 1230.2	American Indian Tribal Government Policy
DOE O 1340.1B	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications [1-7-93]

DOE O 1350.1	Audiovisual and Exhibits Management
DOE O 1450.4	Consensual Listening-in to or Recording Telephone/Radio Conversations [11-12-92]
DOE O 5400.5	Radiation Protection of the Public and the Environment [1-7-93, chg 2]
DOE O 5480.19	Conduct of Operations Requirements for DOE Facilities [10-23-01, chg 2]
DOE O 5480.20A	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities [7-12-01, chg 1]
DOE O 5660.1B	Management of Nuclear Materials [5-26-94]
DOE O 5670.1A	Management and Control of Foreign Intelligence [1-15-92]

DOE Policy

DOE P 441.1	DOE Radiological Health & Safety Policy [4-26-96]
DOE P 450.4	Safety Management System Policy
DOE N 450.7	The Safe Handling, Transfer, and Receipt of Biological Etiologic Agents at Department of Energy Facilities
DOE P 450.7	Environment, Safety, and Health (ESH) Goals [8-2-04]

DOE Standards

DOE-STD-1027-92 Chg 1	Hazard Categorization and Accident Analysis Techniques
DOE-STD-1030-96	Guide to Good Practices for Lockouts and Tagouts
DOE-STD-1088-95	Fire Protection for Relocatable Structures
DOE-STD-1090-04	Hoisting and Rigging
DOE-STD-1095-95	Department of Energy Laboratory Accreditation Program for Personnel Dosimetry Systems
DOE-STD-1098-99 Change 1	Radiological Control
DOE-STD-1104-96	Review and Approval of Nuclear Facility Safety Basis Documents (Documented Safety Analysis and Technical Safety Requirements)
DOE-STD-1107-97	Knowledge, Skills, and Abilities for key Radiation Protection Positions at DOE Facilities
DOE-STD-1111-98	Laboratory Accreditation Program Administration
DOE-STD-1112-98	Laboratory Accreditation Program for Radiobioassay

DOE-STD-1120-2005	Integration of Environment, Safety, and Health into Facility Disposition Activities
DOE-STD-1121-98	Internal Dosimetry
DOE-STD-1190-2007	Illness and Injury Surveillance Program Guidelines
DOE-STD-3006-2000	Planning and Conduct of Operational Readiness Reviews
DOE-STD-3009-94 Change Notice 3	Preparation Guide for US Department of Energy Nonreactor Nuclear Facility Safety Analysis
DOE-STD-3020-2005	Specification for HEPA Filters used by DOE Contractors
DOE-STD-3022-98	DOE HEPA Filter Test Program
DOE-STD-3025-2007	Qualities Assurance Inspection and Testing of HEPA Filters
DOE-STD-5506-2007	Preparation of Safety Basis Documents for Transuranic (TRU) Waste Facilities

DOE Manuals

DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board [3-30-01]
DOE M 142.2-1	DOE M 142.2-1, Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency [9-4-08]
DOE M 200.1-1	Telecommunications Security Manual
DOE M 200.1-1, Chapter 9	Telecommunications Security Manual (Chapter 9) [2-15-2000]
DOE M 205.1-2	Clearing, Sanitization, and Destruction of Information System Storage Media, Memory Devices, and Related Hardware Manual
DOE M 205.1-4	National Security System Manual
DOE M 205.1-6	Media Sanitization Manual [12-23-08]
DOE M 205.1-7	DOE M 205.1-7, Security Controls for Unclassified Information Systems Manual [1-5-09]
DOE M 205.1-8	DOE M 205.1-8, Cyber Security Incident Management Manual [1-8-09]

DOE N 206.4	Personal Identity Verification Program [11-24-08, new expiration date 6-29-09]
DOE M 231.1-1A	Environment, Safety, and Health Reporting Manual [9-9-04, chg 1]
DOE M 231.1-2	Occurrence Reporting and Processing of Operations Information [8-19-03]
DOE M 251.1-1B	Departmental Directives Program Manual [8-16-06]
DOE M 413.3-1	Project Management and Project Management Manual ($5M threshold) [3-28-03]
DOE M 435.1-1, Chg 1	Radioactive Waste Management Manual [6-19-01, chg 1]
DOE M 440.1-1A	DOE Explosives Safety Manual [1-9-06]
DOE M 442.1-1	Differing Professional Opinions Manual for Technical Issues Involving Environmental, Safety and Health [11-16-06]
DOE M 450.4-1	Integrated Safety Management System Manual [11-1-06]
DOE M 460.2-1	Radioactive Material Transportation Practices
DOE M 461.1-1	Packaging & Transfer of Materials of National Security Interest [7-26-05, chg 1]
DOE M 470.4-1	Safeguards and Security Program Planning and Management [3-7-06, chg 1]
DOE M 470.4-2	Physical Protection [3-7-06, chg 1]
DOE M 470.4-3A	Protective Force [11-5-08]
DOE M 470.4-4A	Information Security Manual [1-16-09]
DOE M 470.4-5	Personnel Security [8-26-05]
DOE M 471.3-1	Identifying & Protecting Official Use Only Information [4-9-03]
DOE M 475.1-1B	Manual for Identifying Classified Information (was 1-1A) [8-28-07]
DOE M 483.1-1	**DOE Cooperative Research and Development Agreements Manual**

DOE Handbooks

DOE/EH-0196	Fire Prevention Measures for Cutting, Welding, and Related Activities
DOE/EH -0535	Handbook for Occupational Safety and Health During Hazardous Waste Activities
DOE-HDBK-1062-96	DOE Fire Protection Handbook
DOE-HDBK-1122-99	Radiological Control Technician Training
DOE-HDBK-1130-98	Radiological Worker Training

DOE-HDBK-1131-98	General Employee Radiological Training
DOE-HDBK-1141-2001	Radiological Assessor Training
DOE-HDBK-1169-2003	Nuclear Air Cleaning Handbook
DOE Guides	
DOE G 151.1-1	Emergency Management Series
DOE G 414.1-1A	Management Assessment and Independent Assessment Guide
DOE G 414.1-2A	Quality Assurance Management System Guide for use with 10 CFR 830.120 and DOE O 414.1
DOE G 414.1-5	Corrective Action Program Guide
DOE G 421.1-2	Implementation Guide for Use in Developing Documented Safety Analyses to Meet Subpart of 10 CFR 830
DOE G 423.1-1	Implementation Guide for Use in Developing Technical Safety Requirements
DOE G 424.1-1A	Implementation Guide for Use in Addressing Unreviewed Safety Question Requirements
DOE G 430.1-2	Implementation Guide For Surveillance And Maintenance During Facility Transition And Disposition
DOE G 430.1-3	Deactivation Implementation Guide
DOE G 430.1-4	Decommissioning Implementation Guide
DOE G 430.1-5	Transition Implementation Guide
DOE G 435.1-1	Crosswalk Tables DOE O 5820.2A vs. DOE O 435.1/M 435.1-1 [7-9-99]
DOE G 435.1-1 Chapter 1	General Requirements and Responsibilities
DOE G 435.1-1 Chapter 2	High-Level Waste Requirements
DOE G 435.1-1 Chapter 3	Transuranic Waste Requirements
DOE G 435.1-1 Chapter 4	Low-Level Waste Requirements
DOE G 440.1-2	Construction Safety Management Guide for use with DOE O 440.1
DOE G 440.1-3	Implementation Guide for use with DOE O 440.1, Occupational Exposure Assessment
DOE G 440.1-4	Contractor Occupational Medical Program Guide for use with DOE O 440.1
DOE G 440.1-5	Implementation Guide for Fire Safety Program

DOE G 440.1-7A	Implementation Guide for Use with 10 CFR Part 850, Chronic Beryllium Disease Prevention Program
DOE G 440.1-8	Implementation Guide for use with 10 CFR 851, Worker Safety and Health Program
DOE G 441.1-1B	Management and Administration of Radiation Protection Programs Guide for use with Title 10, Code of Federal Regulations, Part 835, Occupational Radiation Protection
DOE G 442.1-1	Department of Energy Employee Concerns Program Guide
DOE G 450.1-1A	Implementation Guide for Use with DOE O 450.1, Environmental Protection Program
DOE G 450.1-5	Implementation Guide for Integrating Pollution Prevention into Environmental Management Systems
DOE G 450.3-3	Tailoring for Integrated Safety Management Applications
DOE G 450.4-1B	Integrated Safety Management System Guide for use with DOE P 450.4, Safety Management System, and Dear Safety Management System Contract Clauses (Volumes 1 and 2)
DOE G 460.1-1	Implementation Guide for use with DOE O 460.1A, Packaging and Transportation Safety
DOE G 460.2-1	Implementation Guide for use with DOE O 460.2, Departmental Materials Transportation and Packaging Management
DOE G 573.1-1	Mail Services User's Guide [10-3-05]

DOE Notices

DOE N 144.1	American Indian Tribal Government Policy [10-20-06]
DOE N 153.2	Connectivity to National Atmospheric Release Advisory Center
DOE N 206.3	Personal Identification Verification [10-9-07]
DOE N 206.5	Response and Notification Procedures for Data Breaches Involving
DOE N 234.1	Reporting of Radioactive Sealed Sources [2-27-08]
DOE N 456.1	The Safe Handling of Unbound Engineered Nanoparticles [1-5-09]
DOE N 470.4	Reciprocal Recognition of Existing Personnel Security Clearances/Access Authorizations [1-9-09]

DOE Miscellaneous Applicable Regulations

36 CFR, Chapter 12, Subchapter B, "Records Management,"

44 U.S.C., Chapters 21, 29, 31, 33, and 35

E-Government Act of 2002 (P.L. 107-347, 44 U.S.C. Ch 36)

5 U.S.C. 552 et. Seq. Freedom of Information Act and Privacy Act of 1974

Multi-Agency Radiation Survey and Site Investigation Manual
http://www.epa.gov/rpdweb00/marssim/

DOE Environmental Cost Element Structure (ECES)
http://www.em.doe.gov/stakepages/aceteam_eces.aspx

ANSI/EIA-748-B Earned Value Management Systems (Published June 2007)

ASME NQA-1 Nuclear Quality Assurance 2004

EM-QA-001 EM Quality Assurance Program

ATTACHMENT J-2 SAMPLE CONTRACTOR HUMAN RESOURCE MANAGEMENT CLAUSES

DOE-H-1002 Employee Compensation: Pay and Benefits

(a) Contractor Employee Compensation Plan

The Contractor shall submit by (fill-in, example: close of contract transition), a Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the requirements of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

(b) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system Self-Assessment Plan consistent with FAR 31.205-6 and DEAR 970.3102-05-6; "Compensation for Personal Services (Total Compensation System)". DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall meet the tests of allowability established by and in accordance with FAR 31.205-6 and DEAR 970.3102-05-6, be fully documented, consistently applied, and acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan as approved by the Contracting Officer.

(c) Appraisals of Contractor Performance

DOE will conduct periodic appraisals of Contractor performance with respect to Total Compensation System implementation. Such appraisals will be conducted through either DOE validation of the Contractor's performance self-assessment of its Total Compensation System or third party expert review.

(d) Reports and Information

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

(1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts.
(2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(2)(ii) and their total cash compensation at the time of Contract award, and at the time of any subsequent change to their total cash compensation.
(3) An Annual Report of Contractor Expenditures for Employee Supplemental Compensation through the Department Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of each year.
(4) A performance self-assessment of the Total Compensation System implementation and results to include an evaluation of total benefits using the Employee Benefits Value Study and the Employee Benefits Cost Survey Comparison Analysis described in paragraph (f) below.

(e) Pay and Benefit Programs

The Contractor shall establish pay and benefit programs for Incumbent Employees and Non-Incumbent

Employees as defined in paragraphs (1) and (2) below; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

(1) Incumbent Employees are the employees [(fill-in) who hold regular appointments or who are regular employees] of the incumbent contractor.

(A) Pay. Subject to the Workforce Transition Clause, the Contractor shall provide equivalent base pay to Incumbent Employees as compared to pay provided by (fill-in name of the incumbent contractor) for at least the first year of the term of the Contract.

(B) Pension and Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that provided by [fill-in the company name of the previous incumbent contractor]. Comparability of the total benefit package shall be determined by the CO in his/her sole discretion.

Incumbent Employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable) pursuant to pension plan eligibility requirements and applicable law. The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other post-retirement benefit (PRB) plans, as applicable, for Incumbent Employees and retired plan participants, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans. The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.

(2) Non-Incumbent Employees are new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after date of award. All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.

(3) Cash Compensation

(A) The Contractor shall submit the following to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:

(i) Any additional compensation system self-assessment data requested by the Contracting Officer that may be needed to validate and approve the total compensation system.

(ii) Any proposed major compensation program design changes prior to implementation.

(iii) An Annual Compensation Increase Plan (CIP).

(iv) Individual compensation actions for the Key Personnel, including initial and proposed changes to base salary and/or payments under an Executive Incentive Compensation Plan.

(v) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk).

(B) The Contracting Officer's approval of individual compensation actions will be required only for the chief executive officer, laboratory director, and all other named key personnel, as identified by the Contracting Officer.

(C) Severance Pay is not payable to an employee under this Contract if the employee:

(i) Voluntarily separates, resigns or retires from employment,

(ii) Is offered employment with a successor/replacement contractor,
(iii) Is offered employment with a parent or affiliated company, or
(iv) Is discharged for cause.

(D) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.

(f) Pension and Other Benefit Programs

(1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans for either Incumbent Employees or Non-Incumbent Employees until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.

(2) Cost reimbursement for Incumbent Employee and Non-Incumbent Employee pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved Employee Benefits Value Study and an Employee Benefits Cost Survey Comparison as described below.

(3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (A) and (B) below. The studies shall be used by the Contractor as part of its performance self assessment described in paragraph (d) (4) above and in calculating the cost of benefits under existing benefit plans. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan.
(A) An Employee Benefits Value Study (Ben-Val), every two years each for Incumbent and Non-Incumbent Employees benefits, which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Incumbent and Non-Incumbent Employees measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer. To the extent that the value studies do not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources and,

(B) An Employee Benefits Cost Study Comparison, annually each for Incumbent and Non-Incumbent Employees that analyzes the Contractor's employee benefits cost for Incumbent and Non-Incumbent Employees on a per capita basis per full time equivalent employee and as a percent of payroll and compares it with the cost reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved broad based national survey.

(4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer for approval.

(5) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent, when and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.

(6) Within two years of Contracting Officer approval of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and per capita cost range as approved by the Contracting Officer.

(7) The Contractor shall submit the Report of Contractor Expenditures for Supplementary Compensation for the previous calendar year via the DOE Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of the current calendar year.

(8) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.

(9) Cost reimbursement for PRBs is contingent on DOE approved service eligibility requirements for PRB that shall be based on a minimum period of continuous employment service not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.

(g) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs

(1) For cost allocability and reimbursement purposes, any defined benefit (DB) or defined contribution (DC) pension plans established and/or implemented by the Contractor shall be maintained consistent with the requirements of the IRC and ERISA.

(2) Contractor policies, practices, and procedures used in the administration of pension plans shall be consistent with applicable laws and regulations.

(3) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.

(4) Any pension plan maintained by the Contractor, for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan which provides credit for service not performed under a DOE cost-reimbursement contract.

(5) For each pension plan or portion of a pension plan for which DOE reimburses costs, the Contractor shall provide the Contracting Officer with the following information within nine months of the last day of the current pension plan year.

(A) Copies of IRS forms 5500 with schedules; and

(B) Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan.

(6) Prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs to be incurred are consistent with the Contractor's documented Human Resources Compensation Plan and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

(A) For proposed changes to pension plans and pension plan funding, an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value; and,

(B) The Contractor shall obtain the advance written approval of the Contracting Officer for any non-statutory pension plan changes that may increase costs or liabilities, and any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide DOE with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan, and on relative benefit value, if applicable.

(C) The Contractor shall not terminate any pension plan without at least 60 days notice to and the approval of the Contracting Officer prior to the scheduled date of plan termination.

(a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.

(b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this Contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.

(c) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR, Subpart 22.1 and DEAR, Subpart 970.2201 and all applicable Federal and State Labor Relations laws.

(d) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.

DOE-H-1006 Workforce Transition ALT I

INCUMBENT EMPLOYEES HIRING PREFERENCES

The Contractor shall use the transition period to make hiring decisions and to establish the management structures necessary to conduct an employee relations program. In establishing an initial workforce, and through the first six months after Contract award, the Contractor shall give a first preference in hiring for vacancies in non-managerial positions under this Contract to Incumbent Employees as defined in the clause, EMPLOYEE COMPENSATION: PAY AND BENEFITS and who meet the qualifications for a particular position. This hiring preference takes priority over the hiring preference provided in the Section I clause entitled DEAR 952.226-74 Displaced Employee Hiring Preference. It does not apply to the Contractor's hiring of management staff (i.e., first line supervisors and above).

DOE-H-1007 Post-Contract Responsibilities for Pension and Other Benefit Plans

(a) If this Contract (task order) expires or terminates and DOE has awarded a contract under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans covering active or retired contractor employees with respect to service at (fill-in site) (collectively, the 'Plans'), the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the Contracting Officer.

(b) If this Contract (task order) expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be 'Contract Completion' for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of

Contract Completion:

(1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.

(2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.