

PART I – THE SCHEDULE

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

- i) Providing direction to the Contractor that redirects contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual PWS.
- ii) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- iii) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the CO. It will specify the extent of the COR's authority to act on behalf of the CO.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:

- i) Constitutes an assignment of additional work outside the Performance Work Statement;
- ii) Constitutes a change as defined in the contract clause entitled "Changes;"
- iii) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
- iv) Changes any of the expressed terms, conditions or specifications of the contract;
or
- v) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or

direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the CO in writing within five (5) working days after receipt of any such instruction or direction and must request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO must:

- i) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
 - ii) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
 - iii) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and CO either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

H.2 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.3 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.4 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.5 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.6 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.7 ORDERING PROCEDURES

(a) For the work specified in the Performance Work Statement of this contract, the CO or a DCO may issue task orders, on a firm-fixed price basis, 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 Contracting Officer or a DCO.

(b) For CLINS 1001-9006, the Contracting Officer or DCO may issue orders at the prices stated in **Section B.5, Contract Line Item Prices**. 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) Task Order Performance Period
- (4) Task Order deliverables;
- (5) Any property, material, or site support to be made available for performance of the Task Order (GFS/I);
- (6) The total quantity and dollar value of the Task Order, and appropriate breakout for the specific Task Order type, if applicable;
- (7) Accounting and appropriation data;
- (8) The names, addresses, and phone numbers of the applicable DCO and DCOR as well as any other necessary points of contact; and
- (9) Any other pertinent information deemed necessary to the performance of the order.

(c) Procedures for Issuance of Request for Task Proposals (RTP) for CLIN 10001 and 10002 (Sealed Sources):

1. The DCO will furnish the contractor(s) with a RTP which will include, at a minimum:
 - (a) A description of the specified work and deliverables required, including the site location;
 - (b) The performance period;
 - (c) A Performance Based Work description of the Task Order;
 - (d) Any property, material or services to be made available for performance of the order; and
 - (e) Any other pertinent information, such as applicable Service Contract Act Wage rates, site visit date, Certificate of Current Cost or Pricing Data.
 - (f) A reasonable response time
 - (g) Basis for award of the Task Order
 - (h) 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 may also include providing cost and technical information.
2. In issuing tasks under this procedure, the Contracting Officer or DCO may base the issuance on factor(s) that he or she deems appropriate in the exercise of sound business judgment. This includes low cost technically acceptable and trade-off best value determinations.

3. At the conclusion of discussions/negotiations, if requested by the DCO, the Contractor shall provide a Certificate of Current Cost or Pricing Data pursuant to FAR 15.403-4 using the format as set forth in FAR 15.406-2, if applicable.
 - (d) 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.
 - (e) The DCO shall give every 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.
 - (f) If the task order is \$5 million or less, the DCO should consider the price, transportation costs, performance on earlier orders under the contract, including quality and timeliness, potential impact on other orders placed on the Contractor, any statutory or regulatory restrictions and ability to meet receipt and disposal requirements.
 - (g) If the task orders exceed \$5 million, the DCO should send a notice of the task order that includes a clear statement of the requirements, such as type and quantity of waste, potential surcharges and ancillary services, mode of transportation, delivery, receipt and disposal requirements. The notice will include identification of the factors that will be considered in issuing the task order. The notice will include the factors that will be considered and their relative importance and what information, if any, should be submitted by the Contractors. These factors may include consideration by the DCO of the Governments mode of transportation and/or transportation costs, performance on earlier orders under the contract, including quality and timeliness, potential impact on other orders placed on the Contractor, any statutory or regulatory restrictions. Price is required to be considered. The DCO shall specify whether the price to be submitted is the price established in the contract for the CLIN(s), or whether the Contractor is permitted to submit prices lower than the prices established in the contract for the CLIN(s). In no event shall any task order permit a fixed unit above the price established in the contract for the CLIN(s). The Contractor will be provided a reasonable period to

respond to the notice of the task order and provide any information, if requested by the DCO. Seven calendar days will be considered a reasonable response time. DCO's may provide for a longer period and will identify the period in the notice.

(h) The competition requirements in FAR Part 6 and the policies in FAR Subpart in 15.3 do not apply to the ordering process.

(i) No protest is authorized in connection with the issuance or proposed issuance of a task order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

(j) To ensure that all contractors are afforded a fair opportunity to be considered for task orders pursuant to FAR 16.5 the DOE has a Task Order Ombudsman. The purpose of the Ombudsman is not to diminish the authority of the Contracting Officer, but to receive on behalf of and to communicate to the appropriate Government personnel concerns and disagreements of contractor(s) 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 orders under this contract, does not act in the capacity of a Contracting Officer, and does not participate in the adjudication of contract disputes, in regard to multiple award task order contracts awarded pursuant to FAR 16.5. Interested parties may contact the Ombudsman with concerns or disagreements.

H.8 TASK ORDERS ISSUED BY DOE PRIME CONTRACTORS AND SUBCONTRACTORS

Any DOE Prime Contractor or Subcontractor to a DOE Prime Contractor performing environmental cleanup services for DOE may be authorized to use the terms and conditions of this contract and may place orders as subcontracts in accordance with FAR Part 44, *Subcontracting Policies and Procedures*, and the terms of this prime contract between the DOE and the Prime Contractor, or between the DOE Prime Contractor and its Subcontractor, for services described in Section C, Performance Work Statement, directly with the IDIQ Contractor as provided herein:

- (1) Is within scope of this IDIQ contract,
- (2) Orders shall be within the maximum quantity limitation identified in Section B.
- (3) Provided that the Contracting Officer for the DOE prime contract has specifically authorized, in writing, the placement of such subcontracts using the same terms and conditions of this contract. Before providing such approval, the Contracting Officer for the DOE prime contract, shall have coordinated with the IDIQ Contracting Officer identified in G.4 and

obtained approval to use this IDIQ contract's identical terms and conditions except as specifically set forth in this clause.

The Government shall not be liable under this Contract for any subcontracts entered into by such DOE Prime Contractors or its Subcontractors. Additionally, the DOE Prime Contractor/Subcontractor may use substantially similar forms that meet the intent of Section B.5. The DOE Prime Contractor/Subcontractor and the IDIQ Contractor shall execute a separately signed subcontract document that incorporates the terms and conditions of this IDIQ contract. In accordance with Section H.8 any other site-specific terms and conditions when entering into a separately signed task order/subcontract must be mutually agreeable between the Contractor and the DOE Prime Contractor or Subcontractor to a DOE Prime Contractor. The use of the IDIQ contracts terms and condition and prices by a DOE Prime Contractor or Subcontractor does not create privity of contract between DOE and the Prime Contractor/Subcontractor. However, while such subcontracts/orders create privity of contract only between the DOE Prime Contractor/Subcontractor and the IDIQ Contractor, the quantities ordered shall be included in determining the maximum order quantity under B.3.

H.9 PROGRAM MANAAGER

(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 each task order. The Program Manager shall provide the single point of contact between the Contractor and the DCOR under each task order.

(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.10 TASK ORDER ADMINISTRATIVE INFORMATION

(a) DCOs, as anticipated in FAR 52.216-18 entitled "Ordering", all DOE Offices, including the National Nuclear Security Administration (NNSA), Laboratories, and Project Offices, including DOE Prime Contractors and Subcontractors to a DOE Prime Contractors are authorized to place task orders under this contract.

(b) The DCO identified on each task order 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 DCO will also provide past performance information for work performed under this contract to the CO.

H.11 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. Excluding disposal of wastes, 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 Contracting Officer or the DCO for a task order, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders issued by the Contractor under an individual task order.

H.12 DISPUTES

In addition to any other clauses contained herein related to the Section I clause entitled "FAR 52.233-1 Disputes" of this contract, any dispute between the Contractor and the DCO/Ordering Office shall be handled between the CO identified in the basic contract and the Contractor.

H.13 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) as may be issued and revised under the Service Contract Act (SCA). See Section J, Attachment J.2.

H.14 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 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.15 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2010)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 US. C. 191 3. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.16 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications, and Other Statements of the Contractor, dated _____, made in response to Solicitation No. DE-SOL-00001970 are hereby incorporated into this contract by reference.

H.17 DISPOSITION OF INTELLECTUAL PROPERTY - FAILURE TO COMPLETE CONTRACT (JULY 2011)

The following provisions shall apply in the event the Contractor does not complete contract performance for any reason:

(a) The Government may take possession of and use all the technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause entitled "DEAR 970.5227-1 Rights in Data- Facilities." The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.

(b) The Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer 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.

(c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

H.18 PROTECTION OF UNCLASSIFIED NUCLEAR INFORMATION

- (a) The Contractor shall take appropriate action to establish and maintain a system to ensure that any Unclassified Controlled Nuclear Information (UCNI) in the Contractor's possession in connection with the performance of work under this contract is protected from unauthorized disclosure and dissemination in accordance with DOE regulations.
- (b) The term "Unclassified Controlled Nuclear Information" means unclassified information protected against unauthorized dissemination pursuant to section 148 of the Atomic Energy Act with respect to atomic energy defense programs, and which pertain to:
 - (1) Design of production facilities or utilization facilities;
 - (2) Security measures relating to the protection of production or utilization facilities, nuclear materials contained in these facilities, nuclear materials in transit; or
 - (3) Design, production, or utilization of atomic weapons or components thereof, if such information was declassified or removed from the Restricted Data category, and if the unauthorized dissemination of such information could reasonably be expected to result in significant adverse effect on the public health and safety or the common defense by increasing the likelihood of illegal production of nuclear weapons, or theft, diversion or sabotage of nuclear materials, equipment or facilities.
- (c) Access to UCNI shall be limited to those persons determined to require access to UCNI in the performance of official duties, and in conformance with applicable DOE Orders.
- (d) While in use, UCNI shall be under the control of an authorized individual. As a minimum, UCNI shall be stored in locked desks, file cabinets, offices, or facilities where access is controlled.
- (e) Each document or other material that is determined to contain UCNI shall be marked in a conspicuous manner to indicate the presence of UCNI. When

transmitted outside an authorized place or storage, these documents shall be packaged to preclude disclosure of the presence of UCNI. All markings and transmittals, including electronic media, will be accomplished in accordance with applicable DOE orders.

- (f) The Contractor agrees to conform to all regulations and requirements of the Department of Energy concerning UCNI as specified in the task order.
- (g) Persons who violate prohibitions against unauthorized disclosure of UCNI may be subject to civil and criminal penalties under Sections 148 and 223 of the Atomic Energy Act of 1954, as amended.
- (h) This article, including this paragraph (h) shall be included in all subcontracts which involve access to UCNI.

H.19 PROTECTION OF CLASSIFIED MATTER

Documents originated by the Contractor or furnished by the DCO to the Contractor in connection with this Contract may contain classified matter. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with applicable DOE Regulations and Directives as specified in the task order.

H.20 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT

The contractor is required to comply with the following in accordance with the applicable DOE Order 221.1A Reporting Fraud, Waste and Abuse to the Office of Inspector General:

- (a) Notify their employees annually of their duty to report directly to the DOE Inspector General (IG) allegations or suspicions of fraud, waste, abuse, corruption, or mismanagement in DOE programs, operations, funds, or contracts. The contractor employees should, when appropriate, report directly to the IG any information concerning wrongdoing by employees of DOE, contractors, or subcontractors. The contractor employees should also report to the DOE IG any allegations of reprisals taken against contractor employees who have reported fraud, waste, abuse, corruption, or mismanagement to the IG;
- (b) Display and publish the DOE IG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies; and
- (c) Publish the DOE IG hotline telephone number in phone books and newsletters.

H.21 AUTHORIZED USERS

- a. All DOE Offices (including the National Nuclear Security Administration, Laboratories, and Project Offices), DOE Prime Contractors and Subcontractors to DOE Prime Contractors are authorized to place task orders under this contract.
- b. Other users may be authorized, in writing, by the DOE CO on a case-by-case basis. Inquiries shall be directed to the DOE CO, as documented in Section G, *Contract Administration Data*.

H.22 SITE-SPECIFIC/TASK ORDER TERMS AND CONDITIONS

The Contractor acknowledges that the organization issuing a task order under this contract may have requirements unique to its mission and/or geographic location, including additional detailed statements of work. The Contractor agrees that the organization placing an order reserves the right to incorporate, subject to mutual agreement of the organization and the Contractor, its own local site-specific terms and conditions relative to the Federal Acquisition Regulations, Agency-specific regulations, orders or guidelines, environment, safety and health considerations, or other applicable local, state and Federal laws and regulations. These site-specific and task order-specific Terms and Conditions shall only apply to the task order(s) into which they are incorporated.

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

H.23 PERMITS & LICENSING

The Contracting Officer and/or DCO have a right to exclude from competition of an individual task order a Contractor whose requisite licenses or permits have been suspended or may not have the requisite licenses or permits and/or who may be capable of receiving waste at the time of the issuance of the request for task proposals. The Contractor shall notify DOE immediately upon the occurrence of the above event.

H.24 ESCALATION

The Contract Line Prices in Section B.5 includes firm fixed unit prices for the five (5) year ordering period of the contract. For performance of task orders, which extend beyond the effective period of this contract, the firm fixed unit prices shall be escalated by the following escalation rate for performance that extends into the years 6-10, as applicable. Escalation shall be based on a standard 3.5% escalation rate over the previous years' prices.

H.25 PARTNERING

In order to most effectively accomplish this contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties and will be included in the contract price. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

H.26 SMALL BUSINESS SUBCONTRACTING PLAN (JULY 2011)

The "master" Small Business Subcontracting Plan, submitted by the Contractor consistent with the provisions of the clause entitled, "FAR 52.219-9 Small Business Subcontracting Plan," in Section I, and approved by the Contracting Officer on **(To be completed at the time of Contract Award)**, is incorporated in and made a material part of this contract as Section J, Attachment.

Prior to the beginning of each fiscal year, the Contractor shall also submit an "annual" subcontracting plan which shall establish subcontracting goals as described in paragraph (d)(1) and (2) of Section I clause entitled "FAR 52.219-9 Small Business Subcontracting Plan," to remain in effect for each fiscal year. The annual plan shall be reviewed for approval by the Contracting Officer and shall be incorporated by reference as a material part of this Contract.

H.27 LAWS, REGULATIONS AND DOE DIRECTIVES

(a) In performing work under this contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency.

(b) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable DOE Directives (Section J, Attachment J.1) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the Contracting Officer may, from time to time and at any time, revise the List B pursuant to the clause of this contract in Section I entitled, " CHANGES – FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)".

(c) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this contract.

(d) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.