(1) Commingled Plans. Cover employees from the Contractor's private operations and its DOE contract work.

(2) Current Liability. The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.

(3) Defined Benefit Pension Plan. Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.

(4) Defined Contribution Pension Plan. Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.

(5) Designated Contract. For purposes of this Order, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.

(6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.

(7) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service.

NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.

(8) Separate Plan. Must satisfy IRC Sec. 414(l) definition of a single plan, designate assets for the exclusive benefit of employees under the DOE contract, exist under a separate plan document (having its own DOL plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.

(9) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a plan termination basis.

H.6 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES

(a) Workforce Transition Plan. In addition to the required Transition Plan and other requirements under the Clauses H.4 through H.8 of this contract, the Contractor shall submit a written Workforce Transition Plan (WF Transition Plan) describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the hiring preferences set forth in Clause H.4, Workforce Transition and Employee Hiring Preferences, and this Paragraph (a). Notwithstanding timeframes identified elsewhere in the contract, the Contractor shall perform the following activities in the following specified timeframes:

(1) Within ten days after written notice to proceed, the Contractor shall:

(A) Submit to the Contracting Officer a description of any and all transition agreements that it intends to enter into with the incumbent contractor (WTS) to ensure compliance with Clause H.4 during the first 90 days after written notice to proceed;

(B) Submit to the Contracting Officer a written communication plan developed by the Contractor that details the communication that the Contractor and its subcontractors will engage in with the incumbent contractor, WTS, regarding implementation of the hiring preference requirements set forth in Clause H.4; and

(C) Provide estimated costs and detailed breakouts of the costs to accomplish workforce transition activities within the timeframes specified.

(D) Obtain information from the incumbent contractor, WTS, identifying the incumbent employees as defined in H.4(c). Provide and define a process as part of the transition agreements required in paragraph (1)(A) above for obtaining updated and continuous information throughout the Workforce Transition Period regarding the incumbent employees as defined in H.4(c).

(2) Within 15 days after written notice to proceed, the Contractor shall:

(A) Submit to the Contracting Officer copies of the draft WF Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Clause H.4 and how it has identified the Incumbent Management Personnel as defined in Clause H.4(d); and

(B) Establish and enter into the written communication plan with the WTS Contractor regarding the implementation of the hiring preferences in Clause H.4 and provide a copy to the Contracting Officer.

(3) Within 30 days after written notice to proceed, the Contractor shall provide to the Contracting Officer copies of the final Workforce Transition Plan and the draft transition agreements it proposes to enter into consistent with requirements of Clauses H.4.

(4) Within 60 days after written notice to proceed, the Contractor shall provide to the Contracting Officer copies of the final transition agreements described in above.

(5) The Contractor shall submit reports to the Contracting Officer regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by Clause H. 4 in accordance with the timeframes set forth below. These reports shall include at a minimum the following information: employee hire dates or anticipated hire dates, employee salary levels, and the names of the former employers of the employees hired by the Contractor and/or hired by the Contractor's first and second tier subcontractors.

(A) During the 90 day Contract Transition Period, such reports shall be provided to the Contracting Officer on a weekly basis; or

(B) Earlier, if requested by the Contracting Officer.

(b) Benefits Transition.

The Contractor shall submit a written draft Benefits Transition Plan within 20 days after written notice to proceed describing in detail the Contractor's plans and procedures as to how the Contractor will comply with Clause H.5, Employee Compensation: Pay and Benefits, and this Paragraph (b). The Contractor shall provide a final written Benefits Transition Plan to the Contracting Officer within 30 days after written notice to proceed. All transitions of the existing pension plan(s) and other existing benefit plans, as well as establishment of any new plans, shall be completed within 90 days after written notice to proceed.

(1) The Contractor shall perform the following activities within the specified timeframes:

(A) Within ten days after written notice to proceed, the Contractor shall:

(i) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for transitioning of the existing pension plan and other existing benefit plans and/or development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor becomes a sponsor of the Washington TRU Solutions Pension Plan within the required timeframe and contact information for the above personnel;

(ii) Request the incumbent contractor, WTS, to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this contract pertaining to sponsorship of the Washington TRU Solutions Pension Plan and other existing benefits plans or establishment of any new benefits plans, including but not limited to the transition of the existing pension and other benefit plans or establishment of any new benefits plans on or before the end of the 90-day Transition Period; and

(iii) Provide estimated costs and detailed breakouts of the costs to accomplish workforce and benefits transition activities within the timeframes specified, including the costs for enrolled actuaries and counsel.

(B) Within 15 days after written notice to proceed, the Contractor shall provide to the Contracting Officer a list of the information and documents that the Contractor has requested from the incumbent contractor, WTS, pertaining to the transition of the WTS Pension Plan, and other existing benefit plans. The Contractor shall notify the Contracting Officer on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from the incumbent Contractor, WTS. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this contract, including the timeframes set forth in this clause and the requirements in Clause H,4, Workforce

Transition and Employee Hiring Preferences, and Clause H.5, Employee Compensation: Pay and Benefits.

(C) Within 20 days of written notice to proceed, the Contractor shall:

(i) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Clauses H.5 including requirements pertaining to the transition of employee benefit plans; and

(ii) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for the WTS Pension Plan. The meeting shall include the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its sponsorship obligations under Clause- H.5 Employee Compensation: Pay and Benefits, including execution of transition agreements with the incumbent contractor, WTS, and other applicable entities. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the Contracting Officer within two days after the meeting.

(D) Within 30 days after written notice to proceed and as part of the written Benefits Transition Plan, the Contractor shall provide a written description of how the existing pension and other benefit plans provided to employees pursuant to Clause H.5, Employee Compensation: Pay and Benefits will be amended or restated on or before the last day of the 90 day Transition Period. If the creation of new benefit plan(s) are necessary in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this contract, the Contractor shall provide a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the contract and applicable law governing such transactions.

(E) Within 45 days after written notice to proceed, the Contractor shall:

(i) Submit to the Contracting Officer a draft Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the requirements of this contract regarding employee compensation. The draft 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.

(ii) Submit to the Contracting Officer drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by WTS, including but not limited to amendments effectuating the change in sponsorship/participating employer in the WTS Pension Plan. If

applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by WTS. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans.

(iii) Submit to the Contracting Officer drafts of any new benefit plan(s) as well as draft SPDs that the Contractor proposes to sponsor.

(iv) Provide draft copies of the transition agreements which the Contractor will enter into with WTS to ensure the Contractor's compliance with the pay and benefits requirements set forth in Clauses H.5, Employee Compensation: Pay and Benefits. Copies of these executed transition agreements shall be provided to the Contracting Officer within 45 days.

(F) No later than 60 days after written notice to proceed and prior to the adoption of the documents identified in Paragraphs (B)(1)(e)(ii) and (iii) above, the Contractor shall submit to the Contracting Officer the proposed final versions of these documents for approval.

(G) The Contractor shall respond to any comments provided by the Contracting Officer under any of the above paragraphs within two days of receipt of the comments.

(2) After the Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following information promptly to the Contracting Officer upon the request of the Contracting Officer:

(A) Documents relating to benefit plans offered to Contractor Employees, including but not limited to SPDs, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees and other documents that describe benefits provided to employees of the Contractor who perform work on this contract, and

(B) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Clause H.5, Employee Compensation: Pay and Benefits.

H.7 POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS

(a) If this contract 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 Waste Isolation Pilot Project (WIPP) M&O (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 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 TRANSITION ACTIVITIES

(a) During the transition period, as specified in the clause in Section F entitled "Period of Performance," the Contractor shall perform those activities that are necessary to transition the work from the incumbent Contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources responsibilities, and accountability from the incumbent Contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. The Contractor is responsible for providing all necessary personnel and logistical support (office space, computers, telephone, etc.) during the transition period, unless specifically directed otherwise by the CO.

(b) <u>The Contractor shall submit a transition plan and budget to the CO for approval within 5 days after written notice to proceed.</u>

(c) After completion of the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by the CO, the Contractor shall notify the CO in writing that it is ready to assume full responsibility for the work. The Contractor shall assume full responsibility for the work upon the date specified in writing by the CO.

(d) The transition plan shall include a schedule of major activities, and address as a minimum:

- Communication process among the Contractor, incumbent Contractors, site tenants, and DOE;
- Identification of key transition issues and milestones;

(e) DOE will conduct an Earned Value Management System (EVMS) compliance review and an external independent review (EIR) of the Contractor's proposed project control system per DOE Order 413.1B to determine if the description and procedures meet the requirements of this contract clause. The Contractor shall be prepared to successfully complete the EIR and to successfully gain Earned Value Management System certification six months after the Contractor assumes full responsibility of performing the PWS.

(f) Plans and reports shall be prepared by the Contractor in such a manner as to provide for consistency with the contract PWS, the approved WBS, and PBS, the existing accounting structure and in correlation with data among the various plans and reports. The plans and reports expected to be submitted by the Contractor are described generally as follows and are subject to revision at any time by the CO:

(1) A General Management Status Report summarizes scope, schedule, cost status and plans including but not limited to:

(i) Trend reports to include cost (labor, material, overhead) and fees. Typically, performance management baseline reports segregate fee from other costs. Explanations of status cost and schedule variances from plans that are greater than thresholds defined by the CO or COR are required. Analysis of historical data and trends shall also be provided.

(ii) Earned Value Management Reports with information regarding budgeted cost of work scheduled and work performed and actual cost, as well as cost and schedule performance indices, schedule performance against milestones and estimated costs and budgets at completion. "Stoplight" charts showing red, yellow and green indicators for performance shown by WBS, PBS and participants within well defined ranges assist management in assessing the performance against key indicators.

(iii) Periodic Performance Measures including targets and actuals for performance measures, e.g., cubic meters of CH and RH TRU waste certified at generator sites, cubic meters of CH and RH waste disposed, periodic milestones to include WIPP site operations, Central Characterization Project (CCP), Transportation, regulatory and permitting actions.

(iv) Safety metrics such as Days Away Rate (DART) charts, Total Recordable Case Rates, Recordable Incident Rates, and Rolling Averages of such.

(v) Assessment of and continued monitoring of risks against a risk management plan.

(vi) Program Change Request (PCR) summary logs showing the submission and status of all PCR processed during the previous period.

(vii) Other information as recommended by the Contractor, government personnel or other interested parties as determined prudent.

(2) Technical Reports by which scientific, technical, and engineering information acquired in the performance of the work is disseminated.

H.25 PERFORMANCE EVALUATION AND MEASUREMENT PLAN (PEMP)

A PEMP, Attachment C in Section J, developed by the Carlsbad Field Office Manager or the COR, with Contractor input, shall document the process by which the Contractor's performance will be evaluated in determining the amount of fee earned by the Contractor. The Parties will strive to reach mutual agreement on expected business, operational and technical performance and will work together to develop performance objectives, performance-based incentives and associated measures and targets tied to key end products and DOE strategic goals and objectives. In the event the parties fail to agree on the requirements, the DOE reserves the unilateral right to make the final decision on all performance objectives and performance incentives (including the associated measures and targets) used to evaluate Contractor performance.

The PEMP shall be finalized, whether bilaterally or unilaterally, prior to the start of an appraisal period. The CO shall transmit the final PEMP to the Contractor. Only the CO may revise the PEMP, consistent with the PWS, during the appraisal period of performance. No changes will be made to the PEMP or associated documents with less than 60 days remaining in the appraisal period. Where the Contractor becomes aware that they will not meet a completion task metric, the Contractor shall notify DOE of its impending failure in order to allow the Government to mitigate the consequences of the impending failure to meet the completion task metric. The Contractor shall not receive fee for any completion task metrics that are not completed in accordance with contract requirements.

H.26 EMPLOYEE CONCERNS PROGRAM (ECP)

The Contractor shall submit an implementation plan to the CO for approval within 90 days of written notice to proceed that describes an Employee Concerns Program (ECP) that implements all programmatic requirements in DOE Order 442.1A, and DOE Guide 442.1-1, Employee Concerns Program, and all superseding versions.

H.27 ENVIRONMENT, SAFETY, AND HEALTH (ES&H)

(a) The Contractor shall comply with the existing system description document in accordance with the I Clause DEAR 970.5223-1 entitled "Integration ES&H into Work Planning and Execution." The Contractor shall submit an update to the existing Integrated Safety Management System (ISMS) Description Document within 60 days of written notice to proceed and thereafter each year on September 1, for the following fiscal year. Any changes to the ISMS Description Document after the CO's or designee's initial approval, shall be approved by the CO or designee.

(b) The initial update of the ISMS Description Document shall include any revisions to ES&H Plans/Programs (i.e., Radiation Protection Plan, Worker Safety and Health Program, etc.) and include interfaces with other equivalent plans/programs (i.e., Quality Assurance Plan) approved by DOE as required by the clause entitled Laws, Regulations, and DOE Directives.

(c) This contract establishes the agreed-upon safety requirements and other operating parameters for the site-wide operations covered by the contract, except with respect to facilities/activities for which separate Authorization Agreement(s) are necessary. Authorization Agreements are to be used to establish, document, and control the safety requirements and other parameters for Category 2 nuclear facilities and other facilities as directed by the CO to ensure adequate protection of the workers, the public, and the

H.41 INFORMATION TECHNOLOGY (IT)

All information produced in support of this contract is deemed the property of the government and must be processed and protected, commensurate with risk, in compliance with government laws, Office of Management and Budget (OMB) mandates, and departmental policy.

Cyber Security

The Contractor shall develop a Cyber Security Program to meet the requirements DOE Order 205.1B – Department of Energy Cyber Security Management Program and the Environmental Management Program Security Plan.

The Contractor shall evaluate the Information System or Systems it will operate or develop in accordance with FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATION FIPS 199, Standards for Security Categorization of Federal Information and Information Systems. The determination of the system categorization shall be approved by the Contracting Officer. This categorization will determine the level of controls required in the development of the Contractor's cyber security program. Along with submittal of the System Categorization, the Contractor shall develop and submit a Computer Security Threat and Vulnerabilities Statement and Computer Security Risk Assessment and Mitigation Document within 90 days of written notice to proceed. Additional deliverable requirements will be based on these documents.

Based on the System Categorization the Contractor shall develop a System Security Plan in accordance with the Under Secretary of Energy's Program Cyber Security Plan and the Environmental Management Program Security Plan. The Contractor shall implement the Management, Operational, and Technical Controls specified in these documents.

Authorization to Operate:

The DOE will notify the Contractor of the appointment of a Designated Approval Authority (DAA). The DAA will authorize the full implementation of the Contractor's IT systems. The Contractor will be subject to the reviews and system testing described in the requirements and the results of these will be presented to the DAA for review. If the results of the review are satisfactory, the DAA may issue declaration of an "Authority to Operate" (ATO) which will allow the Contractor to fully operate their IT systems within a specified time. The ATO will also specify the provisions for the continuous monitoring of the Contractor's IT Systems. If the Contractor's systems are not fully compliant but do meet the minimum standard for operations, the DAA may issue conditions, terms, or limitations on the operations of the Contractor's IT systems until they are fully compliant. These will be specified in the ATO.

If the results of the reviews and system test are not satisfactory, the DAA may deny or rescind a previous ATO with a Denial of Authorization to Operate (DATO). If the DAA issues a DATO, all costs associated with any mission delay will be the responsibility of the Contractor.

Risk Portfolio Manager:

EM's Risk Portfolio Manager (RPM) is an application developed by Environmental Management to standardize the development of IT system accreditation packages that support the DAA's decision in issuing an ATO. RPM is a central repository for cyber

Compensation Program (EEOICPA), Former Worker Medical Screening Program (FWP), Chronic Beryllium Disease Prevention Program (CBDPP), congressional inquiries, and legal discovery requests.

The Contractor shall ensure records classified as Quality Assurance (QA) records under ANSI/ASME NQA-1-1989, ASME NQA-2a-1990, and ASME NQA-3-1983, if applicable, are categorized appropriately and managed in accordance with 36 CFR Chapter 12, Subchapter B and are traceable to the applicable item, activity or facility.

The Contractor shall implement records management controls to ensure that records in electronic information systems can provide adequate and proper documentation for as long as the information is needed. The Contractor must incorporate controls into the electronic information system or integrate them into a recordkeeping system that is external to the information system itself (see 36 CFR 1236 for specific electronic records management requirements).

All records (see 44 USC 3301 for statutory definition of a record) acquired or generated by the Contractor in performance of this contract, except for those defined as Contractor-owned (Section I clause entitled "DEAR 970.5204-3 Access to and Ownership of Records"), and including, but not limited to, records from a predecessor Contractor and records described by the contract as being maintained in Privacy Act systems of records, shall be the property of the Government.

The Contractor shall preserve and disposition records in accordance with NARA-approved records disposition schedules (DOE Record Disposition Schedules), as posted on the DOE Office of the Chief Information Officer (OCIO) Records Management web page. *Note: Records Retention standards are applicable for the classes of records described therein, whether or not the records are owned by the Government or the Contractor (DEAR 970.5204-3).*

The Contractor shall prepare and submit for DOE approval, and execute the approved Records Management Plan consistent with records management regulations, including Section I Clause entitled, "DEAR 970.5204-3, Access to and Ownership of Records, and Privacy Act Systems of Records" and WIPP specific requirements. The Records Management Plan is a high-level program document that shall describe, at a minimum: a clear delineation between Government-owned and Contractor-owned records; how the Contractor will manage all life-cycle phases of Government-owned records, including specialty records like electronic and e-mail, and audiovisual; the Contractor organization in charge of the records management program; provision of records management training to all Contractor personnel; the safeguarding, protection and maintenance of records (including audiovisual, electronic, records containing sensitive information, and/or classified, if applicable); the WIPP Hazardous Waste Facility Permit; the use of DOE Records Disposition Schedules; management of quality assurance records under NQA-1; the Contractor's procedures for final disposition of records (e.g., via transfer to a Federal Records Center (FRC, destruction, or transfer to another DOE Contractor); creation and maintenance of administrative records; and the Contractor's procedures for implementation of the records management program as a whole, including relationships with other programs that cannot function properly without sound records search and retrieval capabilities (e.g., processing claims received by the Department of Labor pursuant to the EEOICPA, FOIA, etc.). The Records Management Plan shall be submitted to the CO for review/approval by DOE within 60 days of written notice to proceed.

The Contractor shall prepare and submit for DOE approval, and execute the approved file plan consistent with records management regulations. A file plan is a comprehensive outline that includes the records series title and description, active file locations, file arrangement, file cutoff, retention period, file transfer instructions, disposition instructions, and other specific instructions that

provide guidance for effective management of records, including vital records. The file plan shall be submitted within six months of written notice to proceed, for review/approval by DOE, to ensure records are being managed and scheduled properly; any revisions to the file plan shall be submitted on an annual basis.

The Contractor shall prepare and submit for DOE approval, and execute the approved Records Disposition Plan consistent with records management regulations. The Records Disposition Plan shall document the Contractor's disposition process which shall include processing records to storage (e.g., on-site, commercial and/or the FRC) and the destruction process (e.g., review process, etc.). This plan shall be developed and submitted for DOE approval prior to any records disposition activities or within six months of written notice to proceed (whichever comes first) for review/approval by DOE, to ensure records are being properly dispositioned; any revisions to the disposition plan shall be submitted to DOE prior to implementation.

The Contractor shall ensure records generated in the performance of the contract containing personal information that is routinely retrieved by name or other personal identifier are classified and maintained in Privacy Act systems of records (SOR) in accordance with Federal Acquisition Regulation clause 52.224-2, Privacy Act (APR 1984) and DOE O 206.1 DOE Privacy Program.

The Contractor shall create and maintain a NEPA Administrative Record for any NEPA documents it may generate. A NEPA Administrative Record is a compilation of all documents which are considered or relied on in the decision making process. Materials that are typically part of the Project record which have been identified for inclusion in the AR shall be duplicated in their entirety for both the Project records and the AR. The only exceptions to this would be very large sets of materials (e.g., the complete set of EIS references) which should be placed in the AR with a color page "flag" placed in both the Project record and the AR identifying that the sole hard copy is in the AR.

Upon contract completion or termination, the Contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor Contractor, its designee, or other destinations, as directed by the Contracting Officer.

PRIVACY ACT SYSTEMS OF RECORDS

The Contractor shall design, develop, or operate the following systems of records on individuals to accomplish an agency function pursuant to the Contract's "Privacy Act" clause.

DOE	System No.
DOE-5	Personnel Records of Former Contractor Employees (includes all former workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-33	Personnel Medical Records (present and former DOE employees and Contractor employees)
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-51	Employee and Visitor Access Control Records*
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites*
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

*only if Contractor is responsible for Access Control / Security functions

(H) Ensure costs information is input to the FCPA electronic reporting system by the 10th of each month.

(I) Ensure all EEOICPA claims received are completed and returned to DOE within 45 calendar days of the date entered in the FCPA electronic reporting system. (The EEOICPA costs shall not be funded with EM funds, and the Contractor shall separately track EEOICPA costs and provide a monthly claims activity report of funds spent on EEOICPA claims processing).

The FCPA electronic reporting system will be provided to the Contractor.

H.46 SALE OF PERSONAL PROPERTY

If the Contractor acquires property under this contract that is later determined to be excess/surplus property and the Contractor receives approval from the Contracting Officer to sell such property, the proceeds from the sale shall be handled as a credit to the Contractor's contract cost. The Contractor shall issue a credit on its voucher that is submitted to the U.S. Department of Energy for reimbursement of cost documenting the sale of such property.

H.47 CONTRACTOR COMMUNITY COMMITMENT

DOE and the Contractor are charged with carrying out the critical mission of the National Transuranic Waste Program (NTP) and the Waste Isolation Pilot Plant (WIPP). The WIPP has benefited from its location in southeastern New Mexico and from the workforce and other resources provided by the region. In recognition of these benefits, the Contractor shall take meaningful actions to implement its community commitment as described in DEAR 970.5226-3 which is included in Section I of the contract.

DOE will not prescribe which community commitment activities the Contractor may engage in but identifies the activities listed in (A), (B), and (C) below as worthwhile endeavors for its consideration. The list is not intended to preclude other constructive community activities.

The Contractor shall submit to DOE its Contractor Community Commitment Plan within 30 days of written notice to proceed, after award of the contract. The Contractor shall submit to DOE an annual Community Commitment Plan and report on program success semi-annually. The Contractor is encouraged to identify and pursue community commitment activities in the Community Commitment Plan.

(A) Regional Educational Outreach Programs

The objectives of these programs include teacher enhancement, student support, curriculum enhancement, educational technology, public understanding, and providing the services of WIPP employees to schools, colleges, and universities. The Regional Educational Outreach Programs may involve providing Contractor employees an opportunity to improve their employment skills and opportunities by an educational assistance allowance, provision for outside training programs either during or outside regular work hours, or executive training programs for nonexecutive employees. This could also involve participating in activities that foster relationships with regional educational institutions and other institutions of higher learning or encouraging students to pursue science, engineering, and technology careers.

(B) Regional Purchasing Programs

The Contractor may conduct business alliances with regional vendors. These alliances may include training and mentoring programs to enable regional vendors to compete effectively for WIPP subcontracts and purchase orders and/or assistance with the development of business systems (accounting, budget, payroll, property, etc.) to enable regional vendors to meet the audit and reporting requirements of the WIPP and DOE. These alliances may also serve to encourage the formation of regional trade associations which will better enable regional businesses to satisfy WIPP's needs.

The Contractor may coordinate and cooperate with the Chambers of Commerce, Small Business Development Centers, and like organizations, and make prospective regional vendors aware of any assistance that may be available from these entities.

DOE encourages the use of regional vendors in fulfilling WIPP requirements.

The Contractor should encourage its subcontractors, at all tiers, to participate in these activities.

(C) Community Support

The Contractor may directly sponsor specific local community activities or sponsor individual employees available to work with a specific local community activity. The Contractor may provide support and assistance to community service organizations. The Contractor may support strategic partnerships with professional and scientific organizations to enhance recruitment into all levels of its Carlsbad, New Mexico based organization. The Contractor may support other community involvement activities as it deems appropriate.

The Contractor may use earned fee for any community commitment activities as it deems appropriate. All costs incurred by the Contractor for community commitment activities, as described above, are unallowable and non-reimbursable under the contract unless otherwise allowable pursuant to the FAR and DEAR.

This clause, H.47, does not make costs unallowable that are otherwise allowable and incurred pursuant to other provisions or requirements as set forth in this Contract, including DEAR 970.5232-2 Payments and Advances (DEC 2000).

The Contractor may make individual employees available to participate in community service activities (e.g., blood bank drives, charity drives, savings bond drives, disaster assistance, site tours, etc.), as defined by FAR 31.205-1(e)(3) and (4). The salaries, wages and fringe benefits of employees while engaged in such approved activities, under FAR 31.205-1(e)(3) and (4), may be allowable costs. Any commitment of labor will have the prior approval of the Contractor's Project Manager. If the Contractor authorizes its employees to participate in community service activities that are allowable in accordance with other provisions of this Contract and FAR 31.205-1(e)(3) or (4), the Contractor shall obtain prior approval of the Contracting Officer of any activity that involves more than 40 hours for company employees in a fiscal year. Failure to obtain prior Contracting Officer approval may result in the costs being determined unallowable in accordance with Section H.21. FAR 31.205-8 makes unallowable any contributions or donations, including cash, property, and services.