PART I – THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONSECUTIVE NUMBERING

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

H.2 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this contract, the Contracting Officer 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.3 DOE CONTRACT ADMINISTRATION AND OVERSIGHT

The Paramilitary Security Services Contract at the SRS presents significant workscope, and makes it imperative that DOE has a focused approach for providing oversight of Contractor work. DOE oversight activities will focus primarily on ensuring safe operation and management of the site security contract at SRS. The DOE oversight will be conducted in a tailored and proactive manner with minimal interference with contract performance. The Contractor shall respond to DOE oversight and to concerns, findings, and observations as identified by the CO or COR during the conduct of these oversight activities. The areas of oversight are:

1. Management Oversight: This includes field inspection and the monthly assessments of contract status, which will be used to determine and validate contract performance.
2. Contract Management Oversight: Administration and monitoring of the prime contract will be in accordance with the contract terms and conditions which include, but are not limited to, the oversight required under FAR Subchapter G – Contract Management (FAR Parts 42-51) and its supplements.
3. Financial Management Oversight: DOE will review all budgetary data submitted by the Contractor. DOE or its representative will monitor and audit Contractor funds management practices and procedures to ensure compliance with applicable regulations and statutes.
4. Other Oversight: The COR, Facility Representatives and/or Subject Matter Expert will conduct regular oversight and assessments. The purpose of these contacts will be to assess performance. In addition to this regular involvement, the Contractor shall support:

    a. Management Walkthroughs conducted in areas or locations where work is ongoing;
    b. Periodic Walkthroughs by DOE-HQ personnel or regulators; and
    c. Employee concerns elevated to DOE for evaluation.

H.4 OTHER GOVERNMENT CONTRACTORS

The Government may undertake or award other contracts for additional work or services. The Contractor agrees to fully cooperate with such other contractors and Government

employees and carefully fit its own work to such other work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees. If DOE determines that the Contractor's activities may interfere with another DOE contractor, the Contracting Officer shall so notify the Contractor and the Contractor shall comply with any instructions the Contracting Officer may provide.

H.5 USE OF GOVERNMENT-OWNED EQUIPMENT/FACILITIES

The Contractor is authorized to use on a non-interference basis in the performance of this contract, the Government-owned equipment/facilities indicated in Section H.27. Such use is authorized on the basis that it will not interfere with the performance of the Government contract(s) for which such property was provided, and, unless otherwise stipulated, shall be in accordance with the terms and conditions thereof.

H.6 LOBBYING RESTRICTIONS (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2006)

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 as described in 18 U. S. C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.7 WORKFORCE TRANSITION

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 H.8(e)(1) who meet the qualifications for a particular position. This hiring preference takes priority over the hiring preference provided in the Section I.89 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).

H.8 EMPLOYEE COMPENSATION: PAY AND BENEFITS

(a) Human Resources Compensation Plan. The Contractor shall submit within 30 days of Contract award a *Human Resources Compensation Plan* demonstrating how the Contractor will comply with the requirements of this Contract. The *Human Resources 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 Human Resources 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 who are regular employees of Wackenhut Services Incorporated (WSI) as of the last day of contract transition as defined in the contract.

(A) Pay. Subject to Clause H.7 above, the Contractor shall provide equivalent pay to Incumbent Employees as compared to pay provided by **WSI** 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 WSI. Comparability of the total benefit package shall be determined by the Contracting Officer 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 the last day of contract transition as defined in the contract. 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 top five highest compensated employees on the contract, 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 comparable employment with a successor/replacement contractor,
(iii) Is offered comparable 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.

(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) <u>Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs</u>

(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 IRS 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.

H.9 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 the Savannah River 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 expires or terminates and DOE has not awarded a contract to a new contactor 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.10 LABOR RELATIONS

(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 CO 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 CO regarding appropriate economic bargaining parameters, including those for pension (or other benefit plans) and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the CO 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 CO before proposing or agreeing to changes in any pension or other benefit plans.

(1) 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.

(2) The Contractor will notify the CO 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 CO.

H.11 OFFICE ESTABLISHMENT

The Contractor (including any teaming partners/subcontractors and joint venture members) shall establish an office in the local commuting area other than on the DOE sites/facilities.

H.12 SECURITY QUALIFICATIONS

Clearance Requirements: All contractor employees shall be "Q", "L" or "Building Access Only (BAO)" cleared. All employees under the contract shall be U.S. citizens. (Clearance-Access authorizations are granted by the DOE pursuant to Title 10, Code of Federal Regulations, Part 710.) Security Badges must be worn properly at all times while working at any of the DOE facilities.

Obtaining Clearances: Prior to submitting individuals for clearance, the contractor must screen individuals in accordance with an employee screening plan approved by the DOE Contracting Officer's Representative (COR). The certification by the contractor to the COR of a favorable screening is required prior to employment. The screen shall include verification of identity, citizenship, previous employment and education and the results of credit and law enforcement checks. Clearances will be provided and paid for by DOE. The request for clearance and renewal of clearances must be justified based on actual job performance requirements.

Maintenance of Clearances: Security Badges will be furnished by DOE. Neither the contractor nor its employees shall ever reassign badges to a different employee. The contractor shall assure that badges are turned in for employees who are no longer working on this contract, for employees who no longer need access for whatever reason, or when a badge expires.

The contractor, on a case-by-case basis, will provide its own cleared escorts as needed. The COR will approve contractor personnel for escort privileges and provide escort training.

H.13 LIMITED ARREST AUTHORITY

Contractor protective force personnel armed pursuant to section 161.k of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2201k et seq.) shall comply with the policies and procedure regarding arrest authority and use of force set forth in 10 CFR Part 1047 published in the Federal Register, Vol. 50 No. 147, Wednesday July 31, 1985. The contractor shall also comply with any future amendments or revisions to 10 CFR Part 1047 published as a Final Rule in the Federal Register.

The certification in H.14 shall be signed by all contractor personnel authorized to carry firearms and make lawful arrests under 42 U.S.C. 2201k and shall be retained by the contractor for a period of three (3) years after final payment under this contract.

H.14 PROTECTIVE FORCE OFFICER CERTIFICATION

This Certification acknowledges that the undersigned, _____, in conjunction with my official duties as a _____, has read, understands and will comply with the policies and procedures contained in 10 CFR Part 1047 regarding limited arrest authority, exercise of arrest authority, use of physical force when making an arrest and use of deadly force.

Signed: _____
Date: _____
Witnessed: _____

H.15 INSURANCE

In accordance with the general provision entitled “Insurance-Liability to Third Persons” (FAR 52.228-7), the Contractor must obtain comprehensive insurance coverages in the amounts delineated below:

(a) General Liability - $500,000 per occurrence (bodily injury)
(b) Automobile Liability - $200,000 per person - $500,000 per (bodily injury), $100,000 per occurrence for property damage.
(c) Workers’ Compensation and Employer’s Liability - $500,000

The Contractor will submit required insurance policies to the Contracting Officer for approval during the transition period. Any proposed changes in approved insurance coverage must be submitted to the Contracting Officer for approval.

H.16 CONFIDENTIALITY OF INFORMATION

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

(1) Information which, at the time of receipt by the Contractor, is in 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 its 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

Contracting Officer, 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 Contracting Officer.

(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 appropriate subcontracts.

H.17 KEY PERSONNEL

The personnel specified below are hereby considered “Key Personnel” for the purposes of Section I.86 DEAR 952.215-70, Key Personnel:

NAME	TITLE

To be inserted at time of contract award

H.18 INFORMATION TECHNOLOGY EQUIPMENT (IT) USAGE

Requirements for Automated Data Processing Equipment (ADPE) which were not included in the Contractor's original proposal may not be acquired (leased or purchased) without the prior written consent of the Contracting Officer. Whenever Contracting Officer written consent is required, the Contractor will furnish to the Contracting Officer information concerning the need for and selection of such ADPE, the specific make(s) and model(s), and the lease versus purchase determination.

H.19 SOFTWARE MADE AVAILABLE FOR CONTRACTOR'S USE

(a) The Government, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this contract.

(b) The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.

(c) The Contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.

(d) The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the

performance of this contract, the Contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of DOE's licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the contractor shall continue to perform to the full extent possible without utilizing the software in question.

(e) Paragraphs (a) through (d) of this clause shall flow down to all subcontracts.

H.20 CONTRACTOR EMPLOYEE CHECKOUT

The Contractor must notify the DOE Information Resources Management Division when an employee under this contract terminates employment with the company. The contractor is responsible for ensuring all government-issued equipment and property assigned to the departing employee has been recovered and that access to facilities and computer networks has been terminated. Government-issued equipment and property includes, but is not limited to, keys, office equipment, computer equipment (hardware and software), manuals and books, telecommunications equipment, corporate credit cards, calling cards, badges, uniforms, tools, and safety gear. A notification must be completed for each employee terminating.

H.21 PROTECTION OF GOVERNMENT PROPERTY – MANAGEMENT OF HIGH-RISK PROPERTY AND CLASSIFIED MATERIALS

The contractor shall take all reasonable precautions, and such other actions as may be directed by the contracting officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the contractor's possession or custody. In addition, the contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies and practices and procedures for property management contained in the Federal Property Management regulations (41 CFR chapter 101), the Department of Energy Property Management Regulations (41 CFR chapter 109), and other applicable regulations.

High-risk property, the loss, destruction, damage to, or the unintended or, premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual-use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.

H.22 ACCESS TO DOE –OWNED OR LEASED FACILITIES

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must

propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

(1) is, or is suspected of being, a terrorist;
(2) is the subject of an outstanding warrant;
(3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
(4) has presented false or forged identity source documents;
(5) has been barred from Federal employment;
(6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
(7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.
(2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE –owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE –owned or leased facilities.

H.23 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM

The requirement for the submittal of paper versions of the Standard Form (SF) 294, Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontract Reports, as provided in FAR 52.219-9(j) is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS).

The offeror's subcontracting plan shall include assurances that the offeror will (1) submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and (2) ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

The contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702.

H.24 DETERMINATION OF AWARD FEE EARNED

(a) The Government shall at the conclusion of the specified evaluation period(s) evaluate the contractor's performance for a determination of award fee earned. The contractor agrees that the determination as to the amount of award fee earned will be made by the Government Fee Determination Official (FDO) and such determination concerning the amount of award fee earned is binding on both parties and shall not be subject to appeal under the "Disputes" clause or any other clause. The FDO shall be the DOE-SR Operations Office Manager, or his/her designee.

(b) It is agreed that the evaluation of contractor performance shall be in accordance with the Award Fee Plan referenced in Clause H.25 of this contract, entitled "Award Fee Plan," and that the contractor shall be promptly advised, in writing, of the fee determination, and the reasons why it was/was not earned. It is further agreed that the contractor may submit a self-evaluation of performance fee for each period under consideration. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government, any self-evaluation which is received within five days after the end of the period being evaluated, may be given such consideration, if any, as the FDO shall find appropriate.

H.25 AWARD FEE PLAN

(a) An 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 shall be provided to the contractor 30 days prior to the start of each evaluation period.

(b) The Award Fee Plan shall set forth the criteria upon which the contractor will be evaluated for performance relating to any (1) Technical, including schedule requirements if appropriate, (2) Management and/or (3) Cost Functions selected for evaluation. Criteria for evaluations of performance may include, but not be limited to, the following:

- Prescribed level of protection

- Efficient use of protective force resources
- Effective integration of Special Operations
- Comprehensive and effective training
- Program deficiency identification and cure
- Effective support from human resource, budget, and other administrative functions
- Regulatory compliance
- Professional conduct
- Community relations
- Departmental support
- Effective Environmental, Safety, and Health policies

(c) The Award Fee Plan may, consistent with the contract, be revised unilaterally by the Government during the period of performance. Notification of such changes shall be provided to the contractor ten calendar days prior to the start of the evaluation period to which the change will apply. Further, the plan may be unilaterally revised by the Government at any time during the period of performance provided that notification of such changes shall be provided to the contractor at least 90 calendar days prior to the end of the affected evaluation period.

H.26 PROTECTION OF UNCLASSIFIED CONTROLLED 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 and 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 U.S. citizens determined to require access to UCNI in the performance of official duties, except that the Contracting Officer may grant access to a non-U.S. citizen upon written request from the Contractor.

(d) While in use, UCNI shall be under the control of an authorized individual. As a minimum, UCNI shall be stored in locked desks, locked in file cabinets, offices, or facilities where access is controlled.

(e) Documents or other matter containing UCNI, when transmitted outside an authorized place of use or storage, shall be packaged to preclude disclosure of the presence of UCNI.

(f) Each document or other material that is determined to contain UCNI shall be marked in a conspicuous manner to indicate the presence of UCNI.

(g) The Contractor agrees to conform to all regulations and requirements of the department concerning UCNI.

(h) 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.

(i) This article, including this paragraph (i), shall be included in all subcontracts which involve access to UCNI.

H.27 GOVERNMENT FURNISHED FACILITIES, PROPERTY AND EQUIPMENT

Pursuant to FAR 52.245-1 as modified by DEAR 952.245-5, GOVERNMENT PROPERTY (JUN 2007), located in Part II – Contract Clauses, Section I, the Government will furnish the items listed below for use in the performance of this contract.

(a) Government Furnished Facilities/on-site office space is listed below:

BUILDINGS

- A Area (3 Buildings) 6,681 sq ft, Entry Control Facility, Communications Center, Protective Force Headquarters (HQ)
- B Area (9 Buildings) 59,825 sq ft, Protective Force Headquarters, Training and Law Enforcement, PF Administration, Aviation Hanger, SRT Building, Kennels, Multi-Media Lab, Armorer and Maintenance Shop
- F-Area Protective Force HQ (1 Building) 2,961 sq ft
- H-Area Protective Force HQ (1 Building) 3,538 sq ft
- K-Area Protective Force HQ (1 Building) 2,106 sq ft
- C-Area Protective Force HQ (1 Building) 2,407 sq ft
- Advance Tactical Training Area-Range (1 Building) 1,250 sq ft
- Small Arms Training Area-Range (1 Building) 1,681 sq ft

(b) Government-owned property identified in the document entitled “Master Property Report” dated 12/12/07. This document is categorized as Unclassified Controlled Nuclear Information (UCNI) and may be obtained by following the instructions in the section entitled “Requesting Sensitive Data” on the website at http://www.emcbc.doe.gov/SRS.

(c) Within 90 days after contract award, the contractor shall reconcile the property identified in paragraph (b) above with the incumbent contractor, if applicable, and create a

new Master Property Report which is incorporated by reference into this contract. All future changes shall be managed through the Master Property Report in accordance with the applicable laws, regulations and DOE orders. Government-owned word processing equipment and computer terminals may be used for automated data management and commitment tracking functions.

(d) At the conclusion of contract performance, or at the request of the Contracting Officer's Representative, the contractor will provide an inventory of Government-owned property for disposition instructions.

H.28 GOVERNMENT-FURNISHED SERVICES

Required medical examinations and emergency medical services are provided by the Government.

H.29 WAGE DETERMINATION RATES

In performance of this contract, the Contractor shall comply with the requirements of US Department of Labor Wage Determinations (see sample US Department of Labor Wage Determination provided in Part III, Section J, Attachment E). Revised Wage Determinations shall be required from DOL and incorporated into this contract at least once every two years but no more than yearly.

H.30 CONTRACTOR'S ORGANIZATION

(a) Organizational chart. As promptly as possible after the execution of this contract, the Contractor shall furnish to the Contracting Officer a chart showing the names, duties, and organization of key personnel to be employed in connection with the work and shall furnish from time to time supplementary information reflecting changes therein.

(b) Supervision representative of Contractor. Unless otherwise directed by the Contracting Officer, a competent full-time resident supervising representative of the Contractor satisfactory to the Contracting Officer shall be in charge of the work at all times. This also applies to off-site work.

H.31 APPROVAL OF PERSONNEL REASSIGNMENTS - TEMPORARY

No personnel employed under this contract will be reassigned to non-DOE assignments on a temporary basis without written consent of the Contracting Officer or his designated representative (COTR).

H.32 OBSERVANCE OF LEGAL HOLIDAYS

The Government observes the following days as holidays.

New Years Day	Martin Luther King Day
Presidents' Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day

Any other day designated by federal statutes
Any other day designated by Executive Order
Any other day designated by Presidential proclamation

Notwithstanding the above, the Contractor shall provide sufficient personnel to perform the tasks required by Section C. Observance of such days by the Contractor shall not be cause for an additional period of performance, or increase to the total estimated cost of the contract.

H.33 CONTRACTOR USE OF GOVERNMENT VEHICLES—WORK TO DOMICILE

Government owned or leased vehicles shall be used for official purposes only. Any cost or expense associated with nonofficial use of government-owned or leased vehicles is an unallowable cost and is therefore not reimbursable under the contract. Official purposes do not ordinarily include transportation of a contractor's employee between domicile and place of employment. However, contractor employees driving government-owned or leased vehicles to their personal residences will be considered to do so for official purposes if all the following conditions exist:

(1) Unusual and special circumstances occur when contractor employees are required to work unusual hours and regular transportation is not available.

(2) The Contractor has defined in writing the special and unusual circumstances in which driving of government-owned or leased vehicles by contractor employees to their personal residences will be considered used for official purposes and the DOE Contracting Officer has approved them.

(3) The contractor has designated, in writing, the specific individuals who are authorized to approve the driving of government vehicles by contractor employees to their personal residences.

(4) The contractor maintains records necessary to clearly establish the extent that home-to-work transportation was for official purposes. The contractor shall determine, subject to approval of the Contracting Officer, the organizational level at which records should be maintained and kept.

The records should be easily accessible for audit and should contain, as a minimum, the following information:

(a) Name and title of employee using the vehicle, as well as the names and titles of any passengers sharing the vehicles;

(b) Name, Employee Identification Number, and title of person authorizing use;

(c) Vehicle license number;

(d) Date and time of day of vehicle use;

(e) Storage location of vehicle;

(f) Duration of use, and

(g) Special and unusual circumstances requiring home-to-work transportation and negative impact, if such approval is not granted. Approval should not be granted if bus services are reasonably available. The approving official should require the sharing of rides to the extent reasonably feasible when government vehicles are authorized.

(5) The contractor establishes and enforces penalties for employees who use or authorize use of government vehicles for other than official purposes.

H.34 LEGAL DEFENSE AND REIMBURSEMENT OF CONTRACTOR PROTECTIVE FORCE OFFICERS

(a) The Government shall defend, or have an employing contractor defend, any contractor protective force officer if a claim or legal action is brought against the officer as a result of that officer's conduct when performing arrest duties within the scope of employment, as authorized by Section 161.k. of the Atomic Energy Act, in a reasonable and justifiable manner. Standards for performance of arrest duties are set forth in 10 CFR Part 1047. The contractor shall inform each protective force officer of these provisions and obtain his or her agreement to such of these provisions as would apply to the individual officer's rights or obligations. The contractor shall obtain the protective force officer's acknowledgment and agreement to these provisions by obtaining the officer's signature on the Certification set forth in subparagraph (d). The contractor shall retain the signed statements for a period of three years after final payment under the contract.

(1) The contractor shall give the Contracting Officer immediate notice in writing of any action or claim filed against a protective force officer employed by the contractor arising out of the protective force officer's conduct when performing arrest duties.

(2) Except as otherwise directed by the Contracting Officer in writing, the contractor shall furnish immediately to the Contracting Officer copies of all pertinent papers received by the contractor or the protective force officer with respect to such action or claim.

(3) To the extent not in conflict with any applicable policy of insurance, the contractor with the Contracting Officer's approval, may settle any such action or claim; shall effect at the Contracting Officer's request an assignment and subrogation in favor of the Government of all the protective force officer's rights and claims (except those against the Government) arising out of any such action or claim against the protective force officer, and if required by the Contracting Officer, shall authorize a representative of the Government to settle or defend any such action or claim and to represent the protective force officer in, or to take charge of, any action.

(i) If the settlement or defense of an action or claim against the protective force officer is undertaken by the Government, the contractor and the

officer shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

(ii) Where an action against a protective force officer is not covered by a policy of insurance, the contractor shall, with the approval of the Contracting Officer, proceed with the defense of the action in good faith and, in such event, the resulting defense and settlement expenses shall be reimbursable under the contract provided, however, that the Government shall not be liable for such expense to the extent that it would have been compensated for by insurance which was required by law or by written direction of the Contracting Officer, but which the contractor failed to secure through its own fault or negligence.

(4) The Government shall reimburse the contractor for payment of any financial liability found against the contractor or for payment by the contractor of any financial liability found against any protective force officer individually if, in the judgment of DOE, that officer was performing arrest duties within the scope of employment in a reasonable and justifiable manner (see 10 CFR Part 1047). The contractor shall advise protective force officers of the appropriate procedure(s) for obtaining contractor payments for any such financial liability judgment found against the officer.

(b) Contractor expenses incurred for the defense and settlement of a legal action and/or financial liability payments made pursuant to (a)(3)(ii) and (a)(4) above shall be reimbursed as allowable costs under the contract. DOE's liability under the provision shall be limited to the amount of funds obligated under the contract. Where necessary, as determined by the Contracting Officer, the amount obligated for the contract will be appropriately revised, subject to the availability of appropriated funds for such costs.

(c) The contractor and each subcontractor shall make this policy applicable to any lower-tier subcontractors who either provide protective force officers or employ protective forces on a contractual basis.

(d) The following certification shall be signed by each protective force officer authorized to perform arrest duties.

CERTIFICATION OF UNDERSTANDING OF
LEGAL DEFENSE AND REIMBURSEMENT RIGHTS

I have been informed of the agreement between the Department of Energy and my employer regarding legal representation and reimbursement of protective force officers. I agree to such of the provisions of that agreement as would apply to my rights and obligations in the event of a legal action or claim brought against me.

This certification supersedes any previous signed statement or understandings regarding my rights concerning legal representation and reimbursement for defense and settlement of a legal action and/or financial liability payments.

Signed:_____

Date: _____

Witnessed: _____

H.35 PERFORMANCE GUARANTEE AND RESPONSIBLE CORPORATE OFFICIAL

If the Contractor is a joint venture, limited liability company, other similar entity, or a newly formed entity, the Contractor's parent organization(s) or all member organizations shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement in Section J, Attachment H. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and several liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enter into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

Notwithstanding the provisions of this Clause, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the Contractor regarding Contractor performance issues:

Name: _____

Position: _____

Company/Organization: _____

Address: _____

Phone: _____

Facsimile: _____

Email: _____

Should the responsible corporate official change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

H.36 RECOGNITION OF PERFORMING ENTITY

(a) The Contractor and the Government recognize that the parties named below form the performing entity on which the award of this contract was based.

To be inserted at time of contract award

(b) Accordingly, the Contractor and the Government agree that:

The Contractor shall take no action to replace the components of the Offeror named in (a) above without the prior written approval of the Contracting Officer.

H.37 TRANSITION TO FOLLOW-ON CONTRACT

The Contractor recognizes that the work and services covered by this contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this contract. It is therefore understood and further agreed in recognition of the above:

That at the expiration of the contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing either to interview its employees for possible employment, and if such employees accept employment with the replacement Contractor, shall release such employees at the time established by the new employer or by DOE. The Contractor shall cooperate with the replacement Contractor and Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits.

H.38 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.39 TECHNICAL DIRECTION

A. Performance of the work under this Contract shall be subject to the technical direction of the Contracting Officer's Representative (COR). The COR will be designated in writing by the Contracting Officer. The designation letters will include the COR's authority, responsibility, and limitations. Changes to the COR or the COR's authority will be transmitted via electronic mail.

The term "technical direction" is defined to include, without limitation:

- Directions to the Contractor that redirect the Contract effort (change control), shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

- Provision of written information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work description.

- Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the Contract.

- Approval of shop drawings; testing; approval of samples; engineering evaluation; monitoring schedules and deliverables; and other functions not involving a change in the scope, price, or terms or conditions of a contract.

B. Technical direction must be within the Statement of Work stated in the Contract. The COR does not have the authority to, and may not, issue any technical direction that does the following:

1. Constitutes an assignment of additional work outside the Statement of Work;
2. Constitutes a change, as defined in the Contract Clause entitled, FAR 52.243-2, Changes – Cost Reimbursement (AUG 1987) Alternate II (APR 1984), which requires an adjustment of the estimated cost and/or fee;
3. Changes any of the express terms, conditions, or specifications of the contract;
4. 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; or
5. Interferes with the Contractor's right to perform the terms and conditions of the Contract.

C. All technical directions shall be issued in writing by the COR.

D. The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provision of this clause.

E. If, in the opinion of the Contractor, any instruction or direction (including actions, inactions, and written or oral communications) by the COR falls within one of the categories defined in B.1 through B.5 above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 7 working days after receipt of any such instructions or direction and shall request the Contracting Officer to modify the contract accordingly. On the basis of the most accurate information available to the Contractor, the notice shall state:

1. The date, nature, and circumstances of the conduct regarded as a change;
2. The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
3. The identification of any related documents provided by the COR and documentation of any oral communication involved in such conduct;
4. In the instance of alleged acceleration of scheduled performance or delivery, the cause for this acceleration;
5. The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including:

    a. What contract line items have been or may be affected by the alleged change;
    b. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    c. To the extent practicable, what delay and disruption in the manner and sequence of performance, and effect on continued performance, have been or may be caused by the alleged change;
    d. What adjustments are estimated to contract costs, delivery schedule, and

other provisions affected by the alleged change;

6. The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance. Upon receiving the notification from the Contractor, the Contracting Officer shall do one of the following:

    1. Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the contract and does not constitute a change under the "Changes" Clause, which requires an adjustment of estimated cost and/or fee;

    2. Inform the Contractor in writing within 30 days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or

    3. Advise the Contractor within a reasonable time that the Government will issue a written change order. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in this subsection.

F. A failure of the Contractor and Contracting Officer to agree that the technical direction is within the Statement of Work of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the Contract Clause entitled, FAR 52.233-1 "Disputes (JULY 2002) - Alternate I (DEC 1991)."

G. DOE personnel performing technical oversight do not have authority to provide technical direction under the terms of the contract unless specifically designated as a COR.

H.40 STAKEHOLDER INTERACTION

The Contractor shall engage in cooperative interactions through and with stakeholders, including but not limited to:

U.S. Nuclear Regulatory Commission (NRC)
U.S. Environmental Protection Agency (USEPA)
South Carolina Department of Health and Environmental Control (SCDHEC)
Occupational Safety and Health Administration (OSHA)
Department of Energy Headquarters (DOE-HQ)
Congressional Staff
U.S. Department of Labor (DOL)
DOE Inspector General (IG)
U.S. Attorney's Office
Government Accountability Office (GAO)
Defense Contract Audit Agency (DCAA)
Local Emergency Responders and Law Enforcement
Local Citizen's Advisory Board (CAB)
Defense Nuclear Facilities Safety Board (DNFSB)

Other State and Federal Agencies, as applicable

H.41 COOPERATION WITH OTHER SITE CONTRACTORS

DOE may have, undertake, or award other prime contracts for additional work at SRS. Such prime contracts may include, but are not limited to, the following activities: infrastructure services, transportation, mechanical, and health and human services (other than those specified in the SOW).

The Contractor shall cooperate in a timely manner with DOE and any DOE contractor performing work at the site, especially DOE prime contractors. Cooperation includes, but is not limited to, working together to resolve interface and work performance issues; establishing schedules to support accommodation of the work being performed under the other contract(s); establishing work groups; participating in meetings (including quarterly DOE/Contractor interface meetings); providing access to applicable technical and contract information and data, such as schedule and milestone data; discussing technical matters related to SRS; and providing access to Contractor facilities or areas. The Contractor shall ensure that its activities and support of the other prime contractors are fully coordinated with DOE and the other prime contractors.

The Contractor shall work with the SR M&O Contractor in the maintenance and execution of the SRS Interface Management Plan (IMP). The IMP is an Interface Management tool only and does not take precedence over the requirements indentified herein.

The Contractor is not authorized to direct any DOE contractor, except as specified elsewhere in this contract or as directed by the CO. The CO has the authority to direct the Contractor to cease interference in the activities of other DOE contractors.

The Contractor shall immediately notify the CO if the Contractor's activities will interfere with any DOE contractor or if there is an interference or conflict with an DOE contractor in performance of the Contract's activities in support of DOE or another DOE contractor.

H.42 MENTOR-PROTÉGÉ PROGRAM

Both the DOE and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. The Contractor may mentor an active Protégé company through the DOE and/or SBA Mentor-Protégé Programs.

DOE Mentor-Protégé Agreements shall be in accordance with Department of Energy Acquisition Regulations *DEAR) 919.70.

DOE Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

H.43 COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPV6) IN ACQUIRING INFORMATION TECHNOLOGY

This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor aggress that: (1) all deliverables that involve IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for development and implementation and fielded product management available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor agrees to: obtain the CO's approval before starting work on the deliverable; (2) provide a migration path and firm commitment to upgrade to IPv6 for all application and product features by an agreed upon date (TBD).; and (3) have IPv6 technical support for development and implementation and fielded product management available.

H.44 SALES AND USE TAXES

In accordance with the laws and regulations of the State of South Carolina, the Contractor is required to pay sales and use taxes on purchases of certain goods and services required under the contract.

H.45 COMMUNITY COMMITMENT

It is the policy of DOE to be a constructive partner in the geographic region in which DOE conducts it business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders; (2) engaging regional stakeholders in issues and concerns of mutual interest; and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above.

H.46 SERVICES OF CONSULTANTS

A. The term "Consultant" is defined as: a person possessing special current knowledge or skill that may be combined with extensive operational experience which enables them to provide information, opinions, advice, or recommendations to enhance understanding of complex issues or to improve the quality and timeliness of policy development or decision making.

B. In addition to the provisions of the clause of this contract entitled "FAR 52.244-2 SUBCONTRACTS (JUN 2007), ALTERNATE I (JUN 2007)", the prior written consent of the Contracting Officer also shall be obtained:

1. For the utilization of services of any consultant under this contract exceeding the daily rates of $75.00/hour, exclusive of travel costs; or
2. Where the services of any consultant under this contract will exceed ten days in any calendar year, or exceed a total value of $3,000.

C. Whenever Contracting Officer written consent is required, the Contractor will obtain and furnish to the Contracting Officer information concerning the need for and selection of such consultant services and the reasonableness of the fees to be paid,

including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultant to others for performing consulting services of a similar nature.

H.47 RELEASE OF INFORMATION

The Contractor shall be responsible for developing, planning, and coordinating proactive approaches to dissemination of timely information regarding DOE unclassified activities onsite and offsite. This includes, but is not limited to, operations and programs. This shall be accomplished through coordination with the SR Office of External Affairs. Proactive communications and public affairs programs shall include or make use of a variety of tools, among them public workshops, meetings or hearings, open houses, newsletters, press releases and/or conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions such as involvement with the SRS' Citizens Advisory Board. The Contractor shall also, in good faith, satisfy its obligation to supply any union lawfully designated as the representative for collective bargaining purposes with all information necessary and relevant to the union's representation of those employees.

The responsibility shall be carried out in such a manner that the public, including the media, citizen's groups, private citizens, and local, state, or Federal government officials, have a clear understanding of DOE activities at the site. Prior coordination between the Contractor and DOE shall be required for all intergovernmental and congressional activities, including interactions with local, state, and nationally elected officials.

The Contractor shall be responsible for following established DOE procedures for all oral, written, and audio/visual information material prepared for public use, including technical information.

H.48 REQUIRED SECURITY CLEARANCES

All work under this contract may require access to DOE Restricted Data, up to the Top Secret level ("Q" clearance). Therefore, all personnel proposed for "Q" clearance positions must meet one of the following conditions within 90 days of contract award, or as approved by the Contracting Officer:

- Have a current DOE "Q", Top Secret, or equivalent clearance at time of award;
- Have held a DOE "Q", Top Secret, or equivalent clearance which was terminate without prejudice within six (6) months prior to the closing date of this solicitation;
- Have been the subject of a favorable full field background investigation conducted by OPM or the FBI or another Federal agency, provided that investigation meets the required scope and extent, was conducted within five (5) years prior to the closing date of this solicitation, and resulted in a clearance being granted; or,
- Have been the subject of a full field investigation completed within ten (10) years, updated within (5) years, and the results favorably adjudicated per DOE M 470.4-5.

H.49 EMPLOYEE CONCERNS PROGRAM

The Contractor shall submit an Implementation Plan to the contracting officer for approval within 90 days after the effective date of this contract (or contract modification, if appropriate) that describes an Employee Concerns Program (ECP) that implements all

programmatic requirements in the DOE Order 442.1A, *Employee Concerns Program*, and DOE Guide 442.1-1, *Employee Concerns Program,* and all superseding versions. Guidance for preparation of an ECP Plan is provided in the Section J, Attachment I entitled, *Guidance for Preparation of Employee Concerns Program (ECP) Implementation Plan*. The Plan shall include innovative strategies for identifying and resolving employee issues effectively at the lowest level possible in a timely manner. The Plan shall address, at a minimum, the Contractor's approach for promoting openness in communication and resolving employee issues through (1) educational outreach and training, (2) an effective concerns processing system, (3) a thorough and independent investigation process, (4) tracking implementation of corrective actions, (5) timely response to concerned employees, (6) integration of the ECP into the Contractor’s Integrated Safety Management System (ISMS), (7) proactive use of Alternative Dispute Resolution (ADR), (8) zero tolerance for reprisal for raising any issue, and (9) an effective self assessment and evaluation process.