

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ▶	RATING	PAGE OF PAGES
			1 255

2. CONTRACT (Proc. Inst. Ident.) NO. DE-AC30-10CC40021	3. EFFECTIVE DATE 12/16/2009	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
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5. ISSUED BY U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati, OH 45247	6. ADMINISTERED BY (if other than Item 6) U.S. Department of Energy Portsmouth/Paducah Project Office 1017 Majestic Drive, Suite 200 Lexington, KY 40513
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7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) Swift & Staley Mechanical Contractors, Inc. 101 Liberty Drive, Suite 7 Kevil, KY 42053-9363	8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT Net 7

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 6

11. SHIP TO/MARK FOR To the address shown in: Item 6	12. PAYMENT WILL BE MADE BY See Section G
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13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	14. ACCOUNTING AND APPROPRIATION DATA 03000 2010 33 490810 61000000 25200 1110440 0001498 \$250,000 01250 2010 33 490810 61000000 25200 1111112 0001497 \$250,000
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
001	Paducah Infrastructure Support – See Section B.				\$60,538,523

15G. TOTAL AMOUNT OF CONTRACT ▶ \$60,538,523

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Patricia Holsapple, Chief Executive Officer	20A. NAME OF CONTRACTING OFFICER William Hensley
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19B. NAME OF CONTRACTOR <i>Patricia Holsapple</i> (Signature of person authorized to sign)	19C. DATE SIGNED 10/27/09	20B. UNITED STATES OF AMERICA BY <i>William Hensley</i> (Signature of Contracting Officer)	20C. DATE SIGNED 11/05/09
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ORIGINAL

**PART I – THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

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**PART I – THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED

This is a cost-plus-award-fee (CPAF) type contract for infrastructure support services at the Paducah Gaseous Diffusion Plant Site. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and provision of the following items in Section C, Performance Work Statement (PWS):

Item 001 – Infrastructure Support Services – Section C Performance Work Statement, Section C.1.1 to C.1.16. The period of performance is five years from the date the Contractor completes transition and assumes full responsibility for the PWS.

Item 002 – Option Item to support the Paducah Gaseous Diffusion Plant Transition of De-leased Facilities – See Section C Performance Work Statement (Section C.1.17)

B.2 ESTIMATED COST, BASE, AND AWARD FEE

- (a) Pursuant to the FAR clause 52.216-7, entitled "Allowable Cost and Payment," the total estimated cost of this contract for Item 001 is \$55,487,069.

This amount includes:

- (1) Estimated cost for the contract transition period (as defined in Section B.3) of \$0.00; and
 - (2) Estimated cost for Infrastructure Support Services (Item 001 not including contract transition period) of \$55,487,069.
- (b) No fee is payable for the contract transition period.
- (c) The base fee is \$1,109,741 (2% of the total estimated cost in B.2.(a)(2)).
- (d) The award fee for this contract line item shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the Government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against

the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional quarterly amount equivalent of an amount up to 75% of the available award fee for the period may be permitted.

- (e) Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s). The total available award fee for this contract line item is \$3,941,713 (not to exceed 8% of the total estimated cost in B.2.(a)(2)). Award fee available for each period is as set forth in the award fee plan. The Contractor and Government will enter into good faith negotiations to revise the fee pool if significant changes to the work scope occur.

B.3 AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT

- (a) The contract transition period is a 90-day period of time prior to the date the Contractor assumes full responsibility for the PWS. During the contract transition period, the Contractor shall perform those activities necessary to be prepared to assume full responsibility for the contract requirements. The Contractor shall also bring to the site its management team and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability. The Contractor shall coordinate its activities with DOE and the incumbent Contractor so as to accomplish these activities in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort.
- (b) The Contractor shall put in place any agreements it deems necessary between it and other site contractors/subcontractors and other entities as necessary for provision of services. Any agreement that requires DOE consent will be subject to a 30-day review and approval period. The Contractor shall obtain all necessary permits and licenses. Available government furnished facilities, property, services and items are identified in Section H and Section J.
- (c) All transition costs shall be included in the total estimated cost of this contract in B.2(a).

B.4 OPTION FOR ADDITIONAL SERVICES

- (a) The Government may require the delivery of the numbered line item 002, identified in the Schedule as an Option Item, to support the transition of the Gaseous Diffusion Plant (GDP) De-Leased Facilities from the United States Enrichment Corporation (USEC) to DOE during performance of this

contract at the total estimated costs stated in the Schedule, Section B. The Contracting Officer may unilaterally exercise the option item by written notice to the Contractor at any time during the basic term of the contract in Section F.2(a).

(1) ITEM 002 (Paducah Gaseous Diffusion Plant Transition of De-leased Facilities) – Option Item to support the implementation of the GDP transition plan as defined in Section C.1.17:

(i) The total estimated cost for Item 002, to support the implementation of the GDP transition plan for De-leased facilities is \$13,706,902.

(ii) The base fee is \$274,138 (2% of the total estimated cost in B.4.(a)(1)(i)).

(iii) The award fee for this contract line item shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the Government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional quarterly amount equivalent of an amount up to 75% of the available award fee for the period may be permitted.

(iv) Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s). The total available award fee for this contract line item is \$1,096,552 (not to exceed 8% of the total estimated cost in B.4.(a)(1)(i)). Award fee available for each period is as set forth in the award fee plan. The Contractor and Government will enter into good faith negotiations to revise the fee pool if significant changes to the work scope occur.

(v) The total estimated cost/fee will be based on an estimated quantity of twenty-four (24) months. The Government will determine the estimated quantity if the option is exercised. The following is a breakdown of the estimated unit cost, total estimated cost, base fee and award fee by month/evaluation period:

Description	Unit of Measure	Estimated Quantity	Estimated Monthly Unit Cost/Fee ¹	Total Estimated Cost/Fee
Item 002 – Support Transition of De-leased GDP Facilities – Section C.1.17	Month	24	\$628,233 <small>(Total of Lines 3, 4, and 5)</small>	\$15,077,592 <small>(24 x Estimated Monthly Unit Cost/Fee)</small>
Item 002 – Estimated Unit Cost/Total Estimated Cost/ Fee Breakdown				
			Monthly	Total
1. Estimated Monthly Cost			\$540,000	
2. Contractor Estimated Monthly G&A costs and/or Corporate Home Office Allocation Rates			\$ 31,121	
3. Total (Section B.4(a)(1)(i)) and Monthly Estimated Cost		24	\$571,121 <small>(Total of Lines 1 and 2)</small>	\$13,706,902 <small>(24 x Monthly Estimated Cost)</small>
4. Total (Section B.4.(a)(1)(ii)) and Monthly Base Fee		24	\$ 11,422 <small>(2% of the monthly estimated costs on Line 3)</small>	\$ 274,138 <small>(24 x Monthly Base Fee)</small>
5. Total (Section B.4.(a)(1)(iv)) and Monthly Award Fee		24	\$ 45,690 <small>(Not to exceed 8% of the estimated monthly costs in Line 3)</small>	\$ 1,096,552 <small>(24 x Monthly Award Fee)</small>
Estimated Monthly Unit Cost/Fee			\$628,233 <small>(Total of Lines 3, 4, and 5)</small>	

Note: The Estimated Monthly Unit Cost/Fee is the estimated cost for a single month and is the total of the items set forth in this column. In the event of a conflict between the Estimated Monthly Unit Cost/Fee and the individual components, the Estimated Monthly Unit Cost/Fee x 24 = Total Estimated Cost/Fee

B.5 OBLIGATION OF FUNDS

- (a) Pursuant to the clause in Section I, FAR 52.232-22 entitled "Limitation of Funds," total funds in the amount of \$ 500,000.00 are obligated herewith and made available for payment of allowable costs and maximum fee to be incurred from the effective date of this contract through the period estimated to end March 15, 2015.
- (b) In addition to the limitations provided for in this clause, DOE may, through financial plans or other directives issued to the Contractor, establish controls on the costs to be incurred and encumbrances to be made in the performance of the contract work. Such plans and directives may be amended or supplemented from time to time by DOE. The Contractor agrees: (1) To comply with the specific limitations (ceilings on costs and encumbrances) set forth in such plans and directives; (2) To comply with other requirements of such plans and directives; and (3) To notify DOE promptly, in writing, whenever it has reason to believe that any limitation on costs and encumbrances will be exceeded or substantially underrun.

PART I – THE SCHEDULE

SECTION C – PERFORMANCE WORK STATEMENT

PADUCAH INFRASTRUCTURE SERVICES

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PART I – THE SCHEDULE**SECTION C – PERFORMANCE WORK STATEMENT****PADUCAH INFRASTRUCTURE SERVICES****Introduction**

The U.S. Department of Energy (DOE) Office of Environmental Management (EM) is responsible for the cleanup and legacy waste management activities at the Paducah Gaseous Diffusion Plant (PGDP or Paducah Site) located on a Federal reservation in Western Kentucky, approximately 10 miles west of Paducah, Kentucky and 3.5 miles south of the Ohio River. Consistent with the 1992 Energy Policy Act, DOE has leased portions of the Paducah Site to the United States Enrichment Corporation (USEC) for enrichment operations, while it retains responsibility for environmental restoration and related legacy waste management activities, including the future decontamination and decommissioning (D&D) of the facilities upon final plant shut down. Currently, the PGDP remains operational with the expectation that it will continue operations pending implementation of alternative commercial gas centrifuge facilities. The Paducah Site has significant groundwater contamination, other contaminated media and legacy waste. In addition to USEC, several other entities operate on-site. During the term of the contract, the Infrastructure Contractor, herein referred to as the Contractor, will also need to interface with the depleted uranium hexafluoride (DUF₆) contractor, the site remediation contractor, and various other site tenants. USEC may cease operations during the period of this contract and the Contractor may take responsibility for some USEC functions, including security guard force, utilities, emergency services, and others.

Contract Purpose and Scope

The primary objective of this contract is to perform infrastructure activities defined herein at the Paducah Site. This contract reflects the application of performance-based contracting approaches and techniques that emphasize results/outcomes and minimize “how to” performance descriptions. The Contractor has the responsibility for total performance under this contract, including determining the specific methods for accomplishing the work. However, the Contractor is required to comply with all applicable Federal, State, and local laws and regulations, Executive Orders, DOE Orders (and other types of Directives), Regulatory Permits, Agreements and Orders and Milestones with the regulators (both State and Federal) (See Section J, Attachments J1 and J2). The Contractor shall provide all deliverables to DOE in accordance with Section J, Attachment J4 “Paducah List of Deliverables.”

These deliverables shall not be separately priced.

C.1 Performance Requirements

The Contractor shall provide the labor, subcontractors, facilities, equipment, materials, and supplies (except as otherwise identified under this contract) to accomplish the following services at the Paducah Site:

1. Human Resources Management
2. Surveillance and Maintenance of Facilities
3. Janitorial Services
4. Grounds Maintenance
5. Roadway/Parking Lot Maintenance
6. Computing and Telecommunication
7. Fleet Management
8. Real and Personal Property Management
9. Records Management and Document Control
10. Site Security
11. Environment, Safety, and Health (ES&H) Program
12. Environmental Management including Waste Management and Pollution Prevention
13. Other Activities
14. Support to DOE
15. Training
16. Utilities
17. Paducah Gaseous Diffusion Plant Transition

C.1.1 Human Resources Management

1. The Contractor is responsible for the performance of all human resource functions necessary and pertaining to its performance of the activities under this contract and to maintain positive employee relations and a stable and productive workforce. It is responsible for the recognition, negotiation, and administration of labor agreements with all site operating unions, including the interpretation of various labor legislation and laws pertaining to work performed by its subcontractors. It is also responsible for maintaining positive communication with the various Building Trades Unions and for ensuring they are aware of covered work that will be performed under this contract on site.
2. Human resources management activities shall be in accordance with the terms and conditions of this contract and all applicable laws. Human resources management includes, but is not limited to, workforce transition activities, filling vacancies, grievance administration, arbitration, wage and

salary administration, benefits administration, labor law compliance, seniority/recall administration under applicable Collective Bargaining Agreements, compliance monitoring of the Workplace Substance Abuse Program, Equal Employment Opportunity (EEO) and Diversity program administration, and administration of the Work Force Information System DOE Bargaining Calendar database.

3. Workforce transition activities include, but are not limited to, the tracking, coordination, selection, and transition of site workers including the bargaining unit employees in accordance with the terms and conditions of this contract and all applicable statutes and regulations, communication of transition issues, coordination of applicable severance plans with the preceding contractor, benefits coordination, and administration and implementing any changes to plans.
4. Benefits coordination and administration activities include, but are not limited to, all activities necessary for participation/sponsorship in the Multi-Employer Pension Plan and the Multiple Employer Welfare Arrangement in accordance with the contract terms and conditions including but not limited to Section H.19, Employee Compensation: Pay and Benefits, of this contract and all applicable laws. The Contractor shall also perform all activities necessary for any and all other benefit plans, including its own plans, to be implemented/sponsored/administered in accordance with Section H.19, Employee Compensation: Pay and Benefits, and all applicable laws.

C.1.2 Surveillance and Maintenance of Facilities

1. The Contractor shall provide preventive and corrective maintenance using a graded approach on buildings, trailers and other structures and facilities (OSF) assigned in the Facilities Information Management System (FIMS) and Section J, Attachment J8. A graded approach is defined as the process of ensuring that actions used to comply with a requirement are commensurate with (1) the relative importance of safety and safeguards and security, (2) the magnitude of any hazard(s) involved, (3) the life cycle stage of the facility, (4) the programmatic mission of the facility, (5) the particular characteristics of the facility, (6) the relative importance of the radiological and non-radiological hazards, and (7) any other relevant factor. The activities include, but are not limited to: carpentry; painting; electrical; floor maintenance; plumbing; instrumentation; heating, ventilation, and air conditioning; sheet metal work; and hoisting and rigging. DOE approval shall be obtained prior to making any structural changes to the facilities or systems.

2. Prior to transfer of the GDP facilities to DOE, the Contractor shall coordinate with USEC and perform a validation of all FIMS data to verify all source documentation. All source documentation will be reviewed by and transferred to the Contractor prior to transfer of the facilities. Source documentation will be electronic copied and paper copied. After transfer, the Contractor shall maintain the FIMS data and source documentation. The Contractor shall maintain FIMS for all facilities except those leased to USEC. This system shall comply with DOE O 430.1B.
3. The Contractor shall provide pest control services for buildings, trailers, and OSF as identified in FIMS and Section J, Attachment J8. The services shall include, but are not limited to, insect pest control spraying and rodent control services. Populations of animal and insect pests located outdoors on plant property shall also be controlled in non-leased areas in accordance with all Federal and State animal control regulations.
4. The Contractor shall maintain a regular inspection and service schedule for each trailer, building or OSF as assigned in FIMS and Section J, Attachment J8 to facilitate the pest control effort.
5. The Contractor shall implement the deferred maintenance program using FIMS and Condition Assessment Information System (CAIS) for all non-leased site facilities, including buildings, trailers, and OSF. The description of this program is contained in DOE O 430.1B.
6. The Contractor shall assist DOE through direct participation and other support in achieving DOE's energy efficiency goals and objectives in electricity, water, and thermal consumption, conservation, and savings, including goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management. The Contractor shall maintain and update, as appropriate, its documents to include detailed plans and milestones for achieving site-specific energy efficiency goals and objectives. With respect to this paragraph, the plan shall consider all potential sources of funds, in the following order: 1) the maximum use of private sector, third party financing applied on a life-cycle cost effective basis, particularly from Energy Savings Performance Contracts and Utility Energy Services Contracts awarded by DOE; and 2) only after third-party financing options are evaluated, in the event that energy efficiency and water conservations improvements cannot be effectively incorporated into a private sector financing arrangement that is in the best interests of the Government, then DOE funding and funding from overhead accounts can be utilized. Implement the Transformational Energy Action Management (TEAM) Goals and Initiatives. Report the progress on achieving these goals and

initiatives in the Ten Year Site Plan, semi-annually to EM-23, and upon request. At a minimum, the following initiatives shall be pursued:

- a. Increase energy efficiency by adding meters to buildings that meet the Department's cost-benefit analysis guidelines. Even on non-metered buildings, pursue energy savings opportunities such as fluorescent lighting, low flow shower heads, programmable thermostats, more efficient insulation, and other energy saving projects.
 - b. When the Contractor takes responsibility for facilities and enters into negotiations for power contracts, attempt to increase the purchase of electricity from renewable energy sources to at least 50%.
 - c. Transition all fleet vehicles to alternative fuel as vehicles are replaced. Pursue plug-in hybrid electric vehicles where economically and operationally practical.
 - d. All new construction shall include plans for solar or other clean, secure on-site generation. All lighting systems and products shall transition to compact fluorescent lights, solid state lights, or fluorescent lights where practical. All purchases of office equipment shall be ENERGY STAR or DOE/Federal Energy Management Program top 25th percentile. All new construction and major renovations to achieve not less than Leadership in Energy and Environmental Design (LEED) Gold certification.
 - e. Decrease water consumption where practical, in all buildings, trailers, and OSF.
 - f. Develop green purchasing program and incorporate Executive Order 13423 into subcontracts.
 - g. Develop toxicity reduction plan. Develop toxicity reduction objectives and targets. Monitor ozone depletion substances, recovery, and recycling. Establish and achieve waste diversion goals.
 - h. Develop and implement a plan for enabling ENERGY STAR standby feature on all computers and monitors. Develop and implement a plan for extending the useful life of electronic equipment.
7. The Contractor may perform, as assigned by the Contracting Officer (CO), routine surveillance and maintenance of facilities de-leased by USEC.

The changes directed by the CO will be evaluated for impact to the cost and fee of this contract pursuant to the clause in Section I entitled "Changes – Cost Reimbursement".

C.1.3 Janitorial Services

1. The Contractor shall provide janitorial services for all non-leased buildings, trailers and OSF in FIMS and Section J, Attachment J8 during normal business hours. Janitorial services shall be performed using a graded approach that is tailored for each facility.
2. Janitorial services shall be performed daily and are to include, but are not limited to:
 - a. Trash collection and disposal from offices, conference rooms, break rooms, and restrooms.
 - b. Collection of recyclables, including, but not limited to office paper (all sizes and colors), newspapers, magazines, soft bound books, file folders, pamphlets, cardboard, alkaline batteries, rechargeable batteries, plastic containers, aluminum cans and printer cartridges from offices, conference rooms, break rooms, and copier rooms for recycling.
 - c. Cleaning of windows, glass doors, and glass cases/counters, break room tables and counters.
 - d. Vacuuming of carpeting.
 - e. Sweeping/dust mopping of non-carpeted flooring.
 - f. Damp mopping of non-carpeted floors.
 - g. Water fountain cleaning and sanitizing.
3. The Contractor shall also perform:
 - a. Daily pickup of sanitary wastes within break rooms.
 - b. Weekly disposal of sanitary waste off-site.
 - c. Weekly sanitary waste collection from C-410/420 complex, C-340 complex, C-746-A, C-746-B, C-1100, C-1300 and other facilities at a central collection point at each facility as other DOE contractors

perform work in those facilities.

- d. Semi-annual stripping and waxing of linoleum flooring.
- e. Annual stain removal and shampooing of all carpeting.
- f. Daily cleaning of restrooms and replenishing of restroom supplies. The Contractor is not responsible for maintaining or cleaning temporary restroom facilities, i.e., port-a-johns. Restroom fixtures, including toilets, urinals, lavatories, and sinks shall be washed inside and outside utilizing a disinfectant, and shall be free of stains and odors. Floors shall be swept and mopped free of dirt and mopped with a disinfectant. Mirrors and all metal fixtures shall be cleaned. Waste containers shall be emptied and plastic liners replaced as needed. If present, shower stall rooms and locker/dressing rooms shall be considered part of the restrooms, and cleaned accordingly.

C.1.4 Grounds Maintenance

The Contractor shall perform grounds maintenance as indicated below:

1. Vegetation control around fences, and adjacent to buildings, walkways, and parking lots; tree and shrub maintenance; application of fertilizers to mowed areas; application of chemicals designed to minimize impacts to aquatic environs for weed and insect control; maintenance of flower/shrub beds and other areas as needed; application of grass seed; and general maintenance and cleanup.
2. Repairs and replacements to signs, fences, gates, benchmarks, paved areas, sidewalks and fence lighting, and emergency-only utilities system surveillance. Any damage caused by the Contractor in the performance of this scope, such as tire rutting, turf scalping, fertilization burn, or asphalt damage during snow removal is the Contractor's responsibility to repair.
3. Removal of snow and ice accumulations from entrances, steps, landings, and sidewalks at least two hours prior to opening of buildings or before the building occupants report to work including continuation of snow and ice removal throughout the workday as necessary for accessibility and/or to eliminate hazards, including any other DOE contractors providing 24-hour coverage.
4. Height of vegetation in DOE-retained areas (estimated 745 acres) shall be maintained less than 12 inches for non-radiological areas and less than 36

inches for radiological areas in accordance with the latest version of the PGDP facility lease status map, including the C-746-U, C-746-S, and C-746-T landfills.

- a. Height of vegetation shall be maintained less than 36 inches in deep ditches where water regularly accumulates and is impractical to enter with mowers on a regular basis even during dry weather, even if the area is non-radiological. Increased vegetation control shall be performed in order to support sampling activities and maintain traffic sight lines.
- b. Herbicides may be used if approved by DOE.

C.1.5 Roadway/Parking Lot Maintenance

1. The Contractor shall maintain approximately 26.2 miles of roads with unpaved surfaces and 6.6 miles of roads with paved surfaces. Roads to be maintained are indicated on the latest version of the PGDP facility lease status map. (Roads within the DOE-owned portions of the West Kentucky Wildlife Management Area are not shown on the facility lease status map but are included in the 26.2 miles of roads.) Roads maintenance for the DUF₆ project areas and roadways adjacent to the DOE cylinder yards are included in this scope of work.
2. Roadway/parking lot maintenance includes:
 - a. Maintenance of paved roads and parking lots includes, but is not limited to, patching potholes, paving, road resurfacing, striping, marking, and cleaning and sweeping;
 - b. Maintenance of unpaved roads and parking lots includes, but is not limited to, stabilization of road segments, maintaining proper drainage, bush hogging;
 - c. Maintenance of rights-of-way, ditch lines, shoulders, and drainage of all roadways;
 - d. Maintenance and replacement, as necessary, of directional and traffic control devices, street light re-lamping, and signs along all roadways;
 - e. Inspect, maintain and replace, as needed, the guardrail system, or components thereof, along roadways;

- f. Removal of snow from paved roadways, including parking lots. Continue to remove snow and apply traction media and deicer from the beginning of a snowfall event until the roads are cleared for normal usage, which is defined as useable at normal surface conditions and posted speed;
- g. Inspect, maintain and replace as needed, culverts and bridges in accordance with National Bridge Inspection Standards (NBIS); and
- h. Removal of fallen or diseased trees, branches, overgrowth, and stumps when required to maintain clear access to roadways and traffic sight lines.

C.1.6 Computing and Telecommunication

1. The Contractor shall manage the use of communication radios for its own work in coordination with USEC. USEC holds the license for the Federal Communications Commission digital narrow band radio frequencies being used on-site. USEC provides the narrow band radio frequency, the tower, transmission and radio repair services. At the Paducah Site most of the radios are Enhanced Access Communication Systems (LPE-200) portable 800 MHz compliant with the narrow band frequency. Approximately 25 narrow band frequency radios are available for use by the Contractor. Additional radios, if needed, are the responsibility of the Contractor. Cell phones and other communication devices will not be provided and are the responsibility of the Contractor. Subcontractors are responsible for providing their own radios meeting the narrow band frequencies and subject to USEC guidelines and oversight.
2. The Contractor shall maintain (including replacing/upgrading as necessary) the local area networks (LANs) for use by the infrastructure and remediation contractors as well as their on-site subcontractors at the Paducah Site. The Contractor shall maintain and operate the LANs for use by the DOE Site Office (as stated in C.1.14.7) at the Paducah Site. The LANs shall be configured to allow separation of multiple users. LAN support includes operation, maintenance, data backups, repairs and upgrades to the LAN system and components as necessary to provide reliable and ongoing connectivity. Basic operating software shall be provided for usage of the LANs by the parties indicated above, including basic security such as SPAM, adware, and spyware protection for the infrastructure and remediation contractors and their on-site subcontractors. Network administration, customer service support, operating systems, "help" desk support, and computer repairs shall also

- be provided for the infrastructure and remediation contractors at the Paducah Site as well as the DOE Site Office (as stated in C.1.14.7). Customer service support includes unpacking, installation and testing of personal computers (PCs) and related components and removal of old/replaced equipment, and software installation, removal, or upgrades as necessary; ensuring operability between PCs and peripheral devices, the LAN and the Wide Area Network (WAN); and providing personal interface in assessing user needs through personal visits and telephone. The Contractor shall maintain and repair T-1 data lines from its entry onto the Paducah Site. The Contractor shall route new T-1 lines (as needed) on-site at Paducah to each of the current LANs, including those within the Kevil facility.
3. The Contractor will establish, purchase equipment as necessary, and maintain the capability to access and utilize the DOE systems or databases, which include but are not limited to: Computerized Accident/Incident Reporting System (CAIRS); Non-Compliance Tracking System (NTS) database; Occurrence Reporting and Processing System (ORPS); Foreign Access Central Tracking System (FACTS) database; FIMS; CAIS; EM's Integrated Planning, Accountability, and Budget System (IPABS) and the data warehouse in an Official Use Only (OUO) format for the Paducah Site Citizens Advisory Board (CAB), Commonwealth of Kentucky, and Environmental Protection Agency regulators and a non-OUO format for the general public.
 4. The Contractor's computing and telecommunications system shall be compatible with the computing and telecommunications system utilized by DOE and the remediation contractor and compliant with cyber security requirements.
 5. The Contractor shall maintain peripheral activities related to the telephone system for its own work. Such activities include, but are not limited to, individual phone unit replacements, and working with USEC on moving office phone numbers.

C.1.7 Fleet Management

The Contractor shall manage and administer all aspects of a sound vehicle and equipment fleet program, including the remediation contractor and DOE Site Office vehicles, at the Paducah Site in accordance with regulations and guidelines as set forth by the Department of Energy, General Services Administration (GSA), and Federal Property Management Regulations. The Contractor shall administer the fuel management and reporting system at the site. The Contractor shall replace, as necessary at end of useful life, non-

GSA vehicles with GSA Fleet vehicles that can use alternative energy. The fleet is defined as all vehicles and equipment identified in Section J, Attachment J3, "Paducah Government-Furnished Property."

When directed by the CO, the Contractor shall pursue the addition of an on-site refueling station to support the remediation, infrastructure, DUF₆, and DOE Site Office vehicle fleets. The refueling station shall support regular and alternative fuels, specifically E-85, as well as have the ability to expand if the fuel needs of the fleet changes, such as bio-diesel. The fueling station shall be located in a place that is most efficient to meet the needs of the Paducah Site personnel. The Contractor shall submit the cost benefit analysis and the entire project plan to DOE prior to implementation to ensure it is of the best value to the Government. The fueling station shall be setup such that costs for fuel can be charged to each using contractor.

C.1.8 Real and Personal Property Management

1. The Contractor shall maintain and administer the site-wide Personal Property Management System. The Contractor shall also maintain a record of DOE property furnished by DOE to other entities. The Contractor shall also manage DOE property leases/transfers. The Contractor shall maintain a cradle to grave high-risk material and equipment identification and reporting process.
 - a. The Contractor shall provide disposition guidance on "Trigger List" items (a list of equipment whose export triggers the requirement for safeguards) and export controlled personal property and information.
 - b. The Contractor shall disposition classified equipment and material in accordance with the requirements of 41 CFR 109-45.09-52 and DOE M 470.4-4 Chg 1, "Information Security."
 - c. The Contractor shall identify, control and disposition high-risk property as stated in the DOE Personal Property Letter (PPL) 970-3, Revision 1, dated February 3, 1998.
 - d. The Contractor shall disposition Automatic Data Processing Equipment (ADPE) as stated in 41 CFR 409-43.307-53.
 - e. The Contractor shall disposition nuclear-related or proliferation sensitive property in accordance with the requirements of 41 CFR 109-45.309-53.

- f. The Contractor shall support DOE and provide assistance in resource planning and optimization of site-personnel and facility locations.
 - g. The Contractor shall coordinate with the Paducah Area Community Reuse Organization (PACRO) for the sale of reusable/recyclable equipment and material in order to maximize recovery of losses where possible.
2. The Contractor shall administer the personal property management program and document in an automated database all personal property actions related to acquisition, use, and disposition of personal property assets. Administration of the program includes all Government-owned personal property held by all entities on-site.
3. The Contractor shall perform personal property disposition operations to manage excess and surplus property, conduct public personal property sales and coordinate other personal property disposition methods. Sales of surplus DOE inventory will be conducted by the Contractor when it is in the best interests of the Government. Surplus property to be sold will be reviewed and approved by the DOE Property Specialist prior to sale. Other entities are required to conduct characterization prior to providing any personal property to the Contractor for disposition. The Contractor shall manage the DOE Gifts and Donation programs and provide disposition support to DOE.
4. The Contractor shall ensure all written warranties for items purchased using federal funds are issued with DOE as having full ownership title.
5. The Contractor shall input data and maintain the FIMS and the Property Information Database System (PIDS). The Contractor shall coordinate with other DOE contractors at the site to maintain FIMS data, and shall complete an annual FIMS data verification per DOE O 430.1B and guidance provided annually by DOE.

C.1.9 Records Management and Document Control

1. The Contractor shall be responsible for records management and document control system in support of its operation, which includes the historic records maintained in the Document Management Center (DMC). This function includes, but is not limited to, tasks associated with creation/receipt, identification/classification, distribution, tracking, indexing, turnover, scanning, storage/preservation, retrieval, scheduling and

disposition of these records.

The Contractor shall maintain and administer a searchable document database (DOCUMENTUM or equivalent) for all records submitted and maintained related to site operations and environmental restoration of the Paducah site. Electronic records submitted to the DMC shall be scanned, pages rotated correctly, and markings ensured to be clear and legible. Also, the DOCUMENTUM system requirements are as follows:

- Black and white - scan to 300 dpi
- Grayscale - Scan to 400 dpi
- Color - Scan to 150 dpi
- Convert to PDF ASCII file (OCR process)
- Page sizes:
 - 8 ½ x 11
 - 8 ½ x 14
 - 11 x 17

Documents that have been converted to an electronic format using the Optical Character Recognition process shall be reviewed to ensure the OCR process properly converted the document.

2. The Contractor shall maintain the central repository (vault) similar to the current DMC or an equivalent system and process and track classified mail for all current and ongoing records. Other entities on the site such as USEC, the remediation contractor, and DOE's support contractor will forward DOE and site related records and correspondence to the Contractor for file in the DMC. Records submitted by other prime contractors and their subcontractors shall be scanned, pages rotated correctly, the markings ensured to be clear and legible and meet the DOCUMENTUM system requirements listed above. The Contractor will be responsible for receipt (including reviewing documents for meeting electronic storage requirements), storage/preservation, distribution, tracking, indexing, turnover, retrieval, copying and scheduling and disposition of these records.
3. All records subject to the management of the Contractor (e.g., records in support of its operation), are to be inventoried, scheduled and dispositioned in accordance with an approved Records Management Plan, which shall be submitted for review and approval 60 calendar days after contract award. 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 life-cycle phases of Government-owned records in compliance with National Archives and Records Administration regulations

and guidelines; the Contractor organization in charge of the records management program; provision of records management training to all Contractor personnel; the protection and maintenance of records (including records containing Sensitive information); the use of DOE Record Control Schedules; the Contractor's procedures for final disposition of records (e.g., via transfer to a Federal Records Center, destruction, or transfer to another DOE Contractor); and the Contractor's procedures for implementation of the records management program as a whole, including interactions and relationships with other site contractors and with other programs that cannot function properly without sound records search and retrieval capability (e.g., processing claims received by the Department pursuant to the Energy Employee Occupational Illness Compensation Program Act [EEOICPA]).

C.1.10 Site Security

1. The Contractor is the Cognizant Security Authority (CSA) and as such has the primary security responsibility for DOE operations at the Paducah Site. The CSA shall be responsible for the following scope of DOE site security.
 - a. Serves as the primary contact with USEC regarding Government Furnished Services and Items (GFSI) security services provided by USEC. All other DOE contractors at the site will coordinate their requests for USEC security support through the CSA.
 - b. Maintains the Site Security Plan (SSP) for all DOE operations at the Paducah Site and conducts vulnerability analyses and prepares security plans in support of DOE programs (e.g., physical security, site visits, etc.) at the site. Security plans supporting work by other DOE contractors at the site shall be prepared by the CSA in consultation with the other DOE contractor who will also be a signatory to the document and responsible for management of the security plans supporting their contract responsibilities consistent with DEAR Clause 952.204-2 of their contract and the Contractor Requirements Document (CRD), Attachment 2, of DOE M 470.4-1 Chg 1. If specific subject matter experts are not resident within the CSA, the other DOE contractor with the appropriate subject matter expert on staff will draft the specific plan and coordinate activities with the CSA. Approved physical security plans shall be addenda to the Contractor's Site Security Plan.
 - c. Provides a site consolidated report on security infractions to DOE. DOE and other DOE contractors at the site will forward reports of security infractions to the CSA to be included in the consolidated

site report to DOE. The CSA may serve as the inquiry official for security infractions for DOE and DOE contractors at the site.

- d. Provides personnel security, which includes clearance processing, personnel security program support, visitor control and badging, to include applicable support to Personal Identity Verification (PIV) activities, and certified laboratory testing services related to drug testing of all current on-site personnel and potential new hires. Provides personnel security and badging service for DOE and DOE contractors at the site. Requests for all DOE and DOE contractor visitor access to the site should be coordinated through the CSA.
- e. Responsible for DOE information security at the site including both classified and unclassified, to include, Unclassified Controlled Nuclear Information (UCNI). The CSA shall assist other DOE contractors responsible for protecting classified and sensitive information per the Department of Energy Acquisition Regulation (DEAR) clause 952.204-2 of their contract by providing guidance and adjudication of information security issues.
- f. Maintains a Classification Officer and supporting staff for all DOE classification activities at the Paducah Site. All personnel performing the Authorized Derivative Declassifier (ADD) or the Authorized Derivative Classifier (ADC) functions at the PGDP must be trained and certified by the CSA Classification Officer. An ADD, per DOE M 475.1-1B, must be approved at the Office of Director of Classification.
- g. Responsible for physical security for DOE programs and assets at the site, which includes the lock and key program, security management (plans, procedures, etc. for DOE and provide input to site security planning performed by USEC), and facility registration. The Contractor shall provide combination changes and repairs to classified repositories for DOE and DOE site contractors, except USEC.
- h. Provides a computer security program, which includes classified computer security, and unclassified computer security, to include publishing the cyber boundary SSP or coordination and adherence to the Portsmouth/Paducah Project Office cyber boundary and EM guidance.
- i. Provides security program management, which includes operations security (OPSEC), security awareness, training and development,

policies and procedures (including self-assessment), program plans (including the DOE portion of the site security plans and Vulnerability Assessments, with associated threat statement or Design Basis Threat), the Foreign Ownership, Control, and Influence (FOCI) program, and tracking assessment, audit, and survey findings.

- j. Provides a classification program, which includes ADCs and ADDs, classification reviews/determinations, technical reviews, Large Scale declassification review, legacy issues, litigation support (including but not limited to Inspector General and Department of Justice), workers' compensation support, and review for release of information to the public (although not the final determination of release) under the Freedom of Information Act and Privacy Act.

As a part of the responsibilities of the CSA, the Contractor shall maintain a Classification Officer and supporting staff to provide support to DOE for all DOE classification activities at the Paducah Site. These activities include, but are not limited to, gaseous diffusion technology, gas centrifuge technology, and conversion technology.

- k. The Classification Officer task requires access to classified information at the level of Secret Restricted Data (S-RD); therefore, all personnel involved must possess a DOE "Q" access authorization. In addition, the person occupying this position must have completed the DOE Classification Officer training, and he/she must be recommended by the DOE Oak Ridge Classification Officer for appointment and approved by DOE. All personnel performing the ADD or ADC functions must be trained and certified by the Classification Officer. All ADDs must be nominated by the Classification Officer and trained by DOE. (An ADD, per DOE M 475.1-1B, must be approved at the Office of Director of Classification.)
- l. Implement and maintain a Technical Surveillance Countermeasures (TSCM) Program in accordance with DOE M 470.4-4, Section E.
- m. Provide communications security (COMSEC) in accordance with DOE M 205.1-3.

- n. Coordinate with USEC to provide security at off-site events, which may include, but is not limited to clearing personnel for on-site tours at Paducah Site CAB meetings or bidders conferences.
2. Other services are provided by DOE from USEC including, but not limited to, protective forces, firearms and other protective force equipment, management of access/control services, and some aspects of the material control and accountability program. The remaining aspects of the material control and accountability program under site security cognizance will be provided by a third party. The Contractor may assume the full range of the site safeguards and security services provided by DOE from USEC at the PGDP as assigned by the CO and shall utilize DOE Orders and regulations in performing site safeguards and security. The changes directed by the CO will be evaluated for impact to the cost and fee of this contract pursuant to the clause in Section I entitled "Changes – Cost Reimbursement".

C.1.11 Environment, Safety, and Health (ES&H) Program

1. Protection of workers, the public, and the environment are fundamental responsibilities of the Contractor and a critically important performance expectation. The Contractor's environment, safety, and health (ES&H) program shall be operated as an integral, but visible, part of how the organization conducts business. The Contractor shall ensure that cost reduction and efficiency efforts are fully compatible with ES&H performance.
2. The Contractor shall perform all activities in compliance with applicable health, safety, and environmental laws, orders, and regulations; and governing agreements, permits, and orders executed with regulatory and oversight Government organizations. The Contractor shall take necessary actions to preclude serious injuries and/or fatalities, keep worker exposures and environmental releases as low as reasonably achievable below established limits, minimize the generation of waste, and maintain or increase protection to the environment, and public and worker safety and health. The Contractor shall coordinate with other site entities to ensure a clear understanding of respective site roles and compliance with environmental requirements (e.g., applicable laws, regulations, permits, orders and agreements).
3. Incorporating integrated line management, the Contractor shall put in place a system that clearly communicates the roles, responsibilities, and authorities of line managers. The Contractor shall hold all line managers individually accountable for implementing necessary controls for safe and

compliant performance of work in their respective areas of responsibility. The Contractor shall establish effective management systems to identify deficiencies, track and trend issues, resolve them in a timely manner, ensure that corrective actions are implemented (addressing the extent of conditions, root causes, and measures to prevent recurrence), and prioritize and track commitments and actions for its own work. The Contractor shall incorporate ES&H requirements and the Integrated Safety Management System (ISMS) Description into subcontracts.

4. The Contractor shall develop and execute an ISMS Description. The ISMS Description shall be submitted to DOE for approval. The ISMS Description shall be subject to Phase I and II ISMS Verifications. The Contractor shall provide at least annual updates to the ISMS Description, or more often if needed due to changing conditions. The ISMS Description shall be prepared in accordance with the clause DEAR 970.5223-1 entitled "Integration of Environment, Safety, and Health into Work Planning and Execution" in Section I. The Contractor shall manage and perform work in accordance with the ISMS Description and associated implementing procedures.
5. The Contractor shall establish and maintain a formal quality assurance program which satisfies the quality assurance requirements contained in the Paducah List of Applicable Laws and Regulations (List A) and applicable DOE Directives (List B) (see Section J, Attachments J1 and J2) and Parts I and II of the American Society of Mechanical Engineers (ASME) NQA-1, Quality Assurance Requirements for Nuclear Facility Applications, NQA-1-2004 (and Addenda through 2007). A Quality Assurance Plan (QAP) shall be submitted to DOE for approval within 30 calendar days after contract award and updated annually for changes. The Contractor's QAP shall be implemented for all work performed by the Contractor (e.g., mission, safety, and health).
6. The Contractor shall be the single point of contact with USEC and other DOE contractors for Emergency Management. The Contractor shall:
 - a. Conduct Emergency Management functions in accordance with DOE O 151.1C;
 - b. Perform an annual update to the Consolidated DOE Contractor Emergency Plan and the Emergency Readiness Assurance Plans;
 - c. Address USEC Emergency Plan deficiencies within the Consolidated DOE Contractor Emergency Plan;
 - d. Coordinate DOE contractors and USEC in the Emergency Operations Center and the Joint Public Information Center;
 - e. Participate in all site training, drills and exercises;

- f. Conduct a Hazard Survey for Infrastructure facilities and coordinate with other DOE contractors in preparing the DOE Site Hazard Survey in accordance with DOE O 151.1C;
 - g. Using Hazard Survey results, develop an Emergency Planning Hazard Assessment (EPHA) for Infrastructure facilities as needed in accordance with DOE O 151.1C; and
 - h. Address each DOE contractor's Emergency Planning Hazards Assessments within the Consolidated DOE Contractor Emergency Plan and the Emergency Readiness Assurance Plans.
 - i. In addition to the emergency management functions included above, the Contractor upon transition from USEC, may provide and maintain an Emergency Management Program that meets DOE Order 151.1C and the DOE Emergency Management Guide(s) as assigned by the CO. The changes directed by the CO will be evaluated for impact to the cost and fee of this contract pursuant to the clause in Section I entitled "Changes – Cost Reimbursement".
7. The Contractor shall perform radiological surveys as needed for their own work. These surveys shall include the mowing equipment when entering the plant site, when moving from location to location, and when leaving the plant site.
8. The Contractor shall provide their own safety and health Personal Protective Equipment (PPE). The Contractor shall provide all personal dosimetry for DOE and DOE contractors, excluding USEC, the Remediation Contactor, and the DUF₆ Contractor. The Contractor shall calibrate and maintain all monitoring and surveying equipment as needed for DOE work and DOE contractors, excluding USEC activities. The Contractor's dosimetry program shall meet DOE Laboratory Accreditation Program accreditation requirements and shall be used in all work areas that require dosimetry regardless of who manages that specific work area. The Contractor shall provide bioassays and baseline bioassays as needed by DOE, its contractors, and subcontractors, excluding USEC, the Remediation Contactor and the DUF₆ Contractor.
9. The Contractor shall conduct Continuity of Operations Program (COOP) functions in accordance with DOE O 150.1 including the coordination of the DOE Consolidated COOP plan.

C.1.12 Environmental Management including Waste Management and Pollution Prevention

In coordination and agreement with DOE and the remediation contractor (as appropriate), the Contractor shall be responsible for necessary interactions

with regulatory agencies regarding permit and environmental compliance related issues related to the Contractor's activities. The Contractor shall be responsible for managing all wastes it generates, to include initial characterization up to the point of acceptance by the site remediation contractor. This does not include sanitary wastes as discussed in Janitorial Services, Section C.1.3. The Contractor shall implement a Pollution Prevention Program, which includes recycling and a hazardous materials reduction program to ensure that unnecessary waste is not generated and to encourage waste reduction. The site remediation contractor will conduct final characterization, packaging, labeling, and final disposition.

C.1.13 Other Activities

1. **Administrative Services:** The Contractor shall provide administrative services, which may include, but not be limited to, management, finance and budget including baseline development and maintenance, procurement, laundry, shipping/receiving, and public information commensurate with its work.
2. **Intra-Site Mail Services:** The Contractor shall provide sorting by organization of the intra-site mail. Each on-site contractor or subcontractor is responsible for daily pickup and drop off of its intra-site mail at the infrastructure contractor's mailroom. The Contractor will also pickup and deliver DOE's mail from/to C-103.
3. **Environmental Information Center Operations:** The Contractor shall operate the Environmental Information Center (EIC) in compliance with applicable requirements including the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), National Environmental Policy Act (NEPA), and Resource Conservation and Recovery Act (RCRA). The EIC houses the Administrative Record (AR) files for public use. Along with the AR, the EIC also contains general material regarding site environmental cleanup efforts. DOE will provide documents from other site contractors for inclusion in the EIC. The Contractor shall transfer the records to a searchable electronic system accessible on the internet by the general public. The EIC will be open at least 20 hours per week, be consistent with the Community Relation Plan and will be located near the Paducah Site. It is currently located at 115 Memorial Drive, Barkley Centre, Paducah, Kentucky.
4. **Analytical Laboratory Services:** The Contractor shall provide Department of Energy Consolidated Audit Program, National Voluntary Laboratory Accreditation Program, or American Industrial Hygiene Association certified (as appropriate) analytical laboratory services to analyze samples

it collects, including dosimetry and bioassay, in support of this contract.

5. Relocation Services: The Contractor shall provide office relocation services (to include the site remediation contractor) and temporary storage of furniture (to include the site remediation contractor).
6. Engineering Services: The Contractor shall provide engineering services, as needed to support its mission and may include site excavation/penetration permits, drafting services, and general engineering support. The Contractor shall manage and maintain all changes to the lease map between DOE and USEC to incorporate changes resulting from negotiated agreements related to the DOE-USEC lease. The Contractor shall update this map and provide it to the Contracting Officer, plus eight copies to the Contracting Officer's Representative, within two weeks of issuance of a revision of the facility lease status map.
7. Project Control System: The Contractor shall establish, maintain and use a project control system which utilizes a sound performance measurement system, as defined in Section H.1 that accurately reflects the project status relative to cost and schedule and tracks changes to the baseline.
8. Permits and Licenses: The Contractor shall obtain and maintain all necessary permits and licenses and approvals for work under this contract.
9. Citizens Advisory Board (CAB) Support: The Contractor shall provide a representative/point of contact to the Paducah Site CAB. This representative will coordinate with the DOE Federal Coordinator or DOE Project Manager and provide responses to the CAB relative to questions concerning its work when requested. The Contractor shall also provide a representative/point of contact to the Paducah Uranium Plant Asset Utilization Task Force.
10. Water Bills: The Contractor shall provide payment only of approximately 100 local residence water bills in accordance with the DOE Action Memorandum for the Water Policy at the Paducah Gaseous Diffusion Plant, DOE/OR/06-1201&D2 and subsequent five-year reviews.
11. Taxes and Fees: The Contractor shall pay the Kentucky Use Tax and McCracken County, Kentucky, Annual License Fee, identifiable directly to its work and payable to local and state governments. The Contractor should pursue any exemptions.

C.1.14 Support to DOE

1. The Contractor shall provide on-site office space and furniture for approximately 30 DOE personnel, Commonwealth of Kentucky personnel, and DOE's support service contractor, as currently established in building C-103 and trailer C-730-T02, and additional support if DOE and DOE's support service contractor expand within or outside of C-103. The Contractor shall provide services to include, but not limited to, janitorial services, mail services, computer support, photocopies, telecommunications, printing, audiovisual support, photography and videography support, relocation of equipment and furniture and records management. No personal services, as defined in Federal Acquisition Regulation (FAR) 37.104, shall be provided under this contract.
2. The Contractor shall coordinate information requests and document production, and response to Freedom of Information Act (FOIA), Privacy Act, and discovery requests served upon DOE and its current and former contractors, and other information requests directed to the Contractor by DOE. The Contractor shall store and protect reported data and provide report and query development services for analytical data contained in current and past USEC laboratory databases. Services will include the requesting of documents retained by others, such as USEC. Support activities shall include, but not be limited to, search, review and reproduction of such documents. Documents must be reviewed for Privacy Act, classified, export control, and proprietary technical information at a minimum. The Contractor shall provide other support to DOE in connection with legal or regulatory proceedings and enter into joint legal representation agreements at DOE's request.
3. Upon request by DOE, the Contractor shall, through records in its possession, provide information to USEC that will enable USEC to verify employment histories and provide medical records, radiation dose records, and any other records related to or pertinent to the condition or case for any individual who applies for compensation under the EEOICPA, Public Law 106-398, 42 U.S.C. 7384, *et seq.* When directed by DOE, the Contractor shall not contest a state workers' compensation claim or award determined to be valid pursuant to Subtitle D of the EEOICPA. The Contractor shall separately track EEOICPA costs and provide a monthly claims activity report of funds spent on EEOICPA claims processing.
4. The Contractor shall provide necessary information and administrative and programmatic support for the Department's Consolidated Financial Statements and D&D Fund. This effort includes, but is not limited to, providing supportable estimates for environmental liabilities and outlays

associated with the work under this contract, providing outlay projections to support D&D Fund investment strategy and supporting preparation of the Triennial Report to Congress.

5. The Contractor shall participate in on-site reviews, other regulatory inspections and stakeholder requests for information as requested by DOE.
6. The Contractor shall serve as the primary contact with USEC regarding GFSI services provided by USEC, which shall be paid for directly by DOE to USEC. The Contractor shall notify DOE if any problems are identified with GFSI services.
7. The Contractor shall coordinate with DOE Lexington Information Technology staff to maintain and operate the Paducah LAN and perform network administration for the Paducah Site Office. Network administration includes server maintenance, customer service support and helpdesk support. Customer service support to the DOE Paducah Site Office includes, but is not limited to, unpacking, installation, testing, removal of PCs and related components and software. The Contractor shall:
 - a. Install, setup, troubleshoot and support application software such as Microsoft Office Suite, Windows and Windows Applications;
 - b. Install, set up and troubleshoot DOE Corporate applications such as CHRIS, DISCAS, Travel Manager, EIS, etc.;
 - c. Troubleshoot and correct connections between user's PCs and the servers, and between on-site servers and other on-site and off-site servers and networks, including PC and server maintenance and repairs as necessary;
 - d. Provide customer support and individual help in the use of PC software and hardware including peripheral devices, and the resolution of computer operational problems for the Paducah Site Office;
 - e. Act as initial interface in assessing user needs through personal visits and telephone;
 - f. Support training and special events through computer and audiovisual setups at the Paducah Site;
 - g. Maintain laptop computers for checkout by the Paducah Site Office;
 - h. Process requests for telephone service to include installation, service and termination;
 - i. Work with the Portsmouth Management and Integration Contractor to resolve computer/network interface issues; and
 - j. Coordinate with DOE Lexington to resolve IT security issues.

8. The DOE Consolidated Audit Program (DOECAP) has DOE complex-wide participation that conducts annual audits of analytical environmental laboratories and commercial treatment, storage, and disposal facilities (TSDF) that have contracts or agreements to provide services to DOE. DOECAP audits are performed on behalf of, and with the participation of, sites throughout the DOE complex. The six DOECAP laboratory audit areas include Quality Assurance Management Systems and General Laboratory Practices, Data Quality for Organic Analyses, Data Quality for Inorganic and Wet Chemistry Analyses, Data Quality for Radiochemistry Analyses, Laboratory Information Management Systems and Electronic Data Management, and Hazardous and Radioactive Materials Management. The seven DOECAP TSDF audit areas include Quality Assurance Management Systems, Sampling and Analytical Data Quality, Waste Operations, Environmental Compliance/Permitting, Radiological Control, Industrial and Chemical Safety, and Transportation Management. DOECAP procedure AD-1, DOECAP Policies and Practices identifies requirements regarding submittal of auditor qualification documentation, evaluation, and approval.

The Contractor shall, as requested by DOE:

- a. Provide qualified candidates to participate on the DOECAP audit team.
- b. Perform pre-audit activities, including but not limited to, requesting and reviewing pre-audit information from the audited facilities and participating in conference calls.
- c. Perform audit activities, including lead auditor activities during laboratory audits.
- d. Perform post-audit activities, including but not limited to, completing and issuing audit reports and notifying the audited facility of acceptance of the proposed corrective action plan.

C.1.15 Training

1. The Contractor shall provide training to all site contractors and Federal staff as a Government furnished service in the areas of Consolidated Annual Training, Radiation Worker I and II, and General Employee Training (GET). The training shall be computer based where possible.
2. The Contractor shall develop, schedule and conduct employee Mandatory Training for the site personnel other than USEC and, as required, for visitors. The following training is currently categorized as "Mandatory": Annual Security Refresher, GET, Workplace Violence Prevention,

Diversity Awareness, Employee Conduct Training, Business Ethics/Standards of Conduct, Quality Assurance Overview, Environmental Management Systems Overview, and Fire Extinguisher Training, DOE Orders/Work Smart Standards and ISMS. All training shall be required annually, except GET which is required once every two years. The Contractor must update the mandatory training schedule as required additions or deletions occur. The training for Work Smart Standards and ISMS shall be general introductory courses, not specific to any contractor’s program. Training status shall be tracked and employees notified of pending expiration of training.

C.1.16 Utilities

1. The Contractor shall ensure utilities provided at the remote facilities listed within the following table are maintained without interruption. These utilities shall include electric, telephone, propane, natural gas and water/sewer services.

UTILITIES Table of Remote Facilities		
Type of Utilities	Vendor	Location/FIMS
Electric	Kentucky Utilities	Kevil Training Trailer – K-T01
Electric	Jackson Purchase	Landfill Ogden Landing C-746-U1
Electric	Jackson Purchase	Landfill Gate Operator C-746-U
Electric	Jackson Purchase	Landfill Sanitary C-746-S-1
Electric	Jackson Purchase	Leachate Treatment Building C-746-U3
Electric	Jackson Purchase	Leachate Coll-PO—02242 C-746-U3
Electric	Jackson Purchase	NE Plume Pump C-614
Electric	Jackson Purchase	Magazine Rd #1 EW 228
Electric	Jackson Purchase	Magazine Rd #1 EW 229
Propane Gas	Paducah Propane	C-743-T17
Telephone	Ballard Telephone	SAIC Facility 175 Freedom Blvd.
Telephone	AT&T	SAIC Facility 175 Freedom Blvd.
Water/Sewer	Ballard County Economic & Industrial Development Board, Inc.	Kevil Facility Kevil-KY
Water	Ballard County Economic & Industrial	SAIC Facility 175 Freedom Blvd.

	Development Board, Inc.	
Water	West McCracken Water	Landfill Ogden Landing
Electric	Kentucky Utilities	Kevil Facility Kevil-KY
Gas	New Commonwealth Natural Gas	Kevil Facility Kevil-KY
Electric	Kentucky Utilities	C-103
Gas	ATMOS	C-752-A
Telephone	Bell South	EIC 115 Memorial Dr., Pad, KY 42001
Telephone	Ballard Telephone	Alarm Kevil Facility Kevil-KY
Telephone	Ballard Telephone	Kevil Facility Kevil-KY

2. The Contractor shall provide support to intermittently evaluate USEC's maintenance of electrical switchyards to ensure their continued proper maintenance, including a detailed evaluation of their state of repair when USEC turns them over to DOE. The contractor shall also evaluate the power needs of the site remediation contractor, the DUF₆ contractor, and itself and provide support to DOE in purchasing power for these contractors on a monthly basis.

C.1.17 Paducah Gaseous Diffusion Plant Transition of De-Leased Facilities (Option Item)

1. In the event of notification to DOE that USEC plans to cease operation of the uranium enrichment activities at Paducah, the Contractor shall coordinate with the DOE Paducah Site Lead to determine when USEC will turnover facilities to DOE. The Contractor shall deliver to DOE a GDP transition plan for the transition of facilities, operations, and services which were administered by USEC. The Contractor shall deliver the transition plan within 30 calendar days of the date on which DOE exercises the option. Upon approval by DOE, the Contractor shall implement the transition plan. The facilities, operations, and services administered by USEC include, but are not limited to:
 - a. All services previously provided to on-site contractors in the GFSI Paducah Consolidated and the GFSI Paducah Safeguards and Security Work Authorizations, such as coordinated and centralized Plant Shift Supervisor and emergency response, fire system maintenance, utilities, communications, etc. These services shall meet the requirements of DOE Orders.
 - b. Transition of USEC personnel into the Contractor's human resources system.

2. The Contractor's transition plan must ensure there is no loss or degradation of services that are provided to DOE and its contractors.

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**PART I – THE SCHEDULE
SECTION D
PACKAGING AND MARKING**

D.1 Packaging

Preservation, packaging and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and provide safe transportation at the most economical rate.

D.2 Marking

- (a) Each package, report, or other deliverable required by the Schedule, Performance Work Statement or other parts of the contract shall be accompanied by a letter, cover page or other document which:
- (1) Identifies the contract by number under which the item is being delivered.
 - (2) Identifies the deliverable Item Number per Section J and/or Report Requirement which requires the delivered item(s).
 - (3) Indicates whether the contractor considers the delivered item to be a partial delivery or one that fully meets the delivery requirement.
- (b) Except as agreed to in writing by the Contracting Officer (CO), for any package, report, or other deliverable being delivered to a party other than the CO, a copy of the document required in (a), above, shall be simultaneously provided to the CO or office administering the contract, as identified in Section G of the contract.

D.3 Security Requirements

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by all applicable DOE safeguards and security directives (Section J, Attachment J2).

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**PART I – THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE**

E.1 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)

- (a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

E.2 INSPECTION AND ACCEPTANCE

- (a) Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR) identified by the Contracting Officer (CO) as responsible for the product, report, or service being delivered, or any duly authorized DOE representative identified by separate letter.

- (b) Acceptance of all work and effort under this contract (including "Deliverables" in Section J, Attachment J4) shall be accomplished by the CO, COR, or any other duly authorized Government representative identified by separate letter. Items, services, and deliverables under this contract shall meet applicable contract quality and quantity standards to be accepted.

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**PART I – THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE**

F.1 FAR 52.242-15 STOP WORK ORDER (AUG 1989) - ALTERNATE 1 (APR 1984)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if --
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.2 TERM OF THE CONTRACT

- (a) The basic term of this contract is for a period of five years from March 16, 2010 through March 15, 2015,
- (b) The transition period will be a 90 day period of time from December 16, 2009 through March 15, 2010.

F.3 DELIVERIES

All products, reports, and deliverables (Section J) under this contract shall be delivered to the Contracting Officer shown in Section G, or duly authorized representative of the Contracting Officer, as designated in writing by the Contracting Officer.

F.4 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance shall be at the Paducah Gaseous Diffusion Plant, located near Paducah, Kentucky and such other facilities as may be leased or acquired from time to time.

F.5 TRANSITION PLAN

The Contractor shall provide a Contract Transition Plan to the CO within three (3) calendar days after contract award detailing its approach to accomplishing contract transition and any other activities the Contractor proposes to accomplish during the contract transition period. The plan shall include a schedule for contract transition period activities. Transition activities shall be conducted consistent with the Contract Transition Plan as approved by the CO.

F.6 TRANSITION ACTIVITIES

During the period of the transition specified in Clause F.2 entitled "Term of the Contract," the Contractor shall perform those activities necessary to be prepared to assume responsibility for the contract work. The Contractor shall coordinate its activities with DOE and the incumbent Contractor so as to accomplish these activities in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort.

F.7 CONTRACT CLOSE-OUT

The Contractor shall submit a separate plan including budget and schedule for close-out of the contract 60 days prior to the end of the period of performance as specified in Clause F.2 above. The Contract Close-out Plan shall include all remaining administrative matters necessary to close out the contract, including but not limited to: resolution of remaining and open litigation; audit of indirect costs; remaining records disposition required by the Government; or any other activities required by Section I, FAR 52.216-7, "Allowable Cost and Payment."

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**PART I – THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA**

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, all correspondence, reports and other documents submitted under this contract shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence concerning performance of this contract shall be addressed to the Department of Energy (DOE) Contracting Officer's Representative (COR) with an information copy of the correspondence to the Contracting Officer (CO). Technical correspondence pertains to issues relating to work effort of the contract (i.e. requests interpretation of contractual requirements for performance) or requests approval of reports, drawings or other work products.
- (b) Patents/Technical Data Correspondence. The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Assistant Manager for Legal Support/Chief Counsel, DOE, 9800 South Cass Avenue, Argonne, Illinois, 60439, is hereby designated to represent the CO in administering the Intellectual Property Clauses in this contract. Correspondence concerning patent and technical data issues shall be addressed to the Chicago Operations Office with a copy to the Environmental Management Consolidated Business Center (EMCBC) Office of Legal Services, the CO and the COR.
- (c) Non-technical Administrative Correspondence. All correspondence, other than technical correspondence, shall be addressed to the CO, with information copies of the correspondence to the COR.
- (d) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

"SUBJECT: CONTRACT NO. DE-AC30-10CC40021"
(Insert subject topic after contract number, e.g., "Request for Subcontract Consent").
- (e) Electronic Media for Reports/Plans/Documents. All required reports, plans, and other documents will continue to be submitted to DOE in hard copy, but shall also be available electronically upon request by the CO or the COR. The Contractor will prepare the requested reports and documents via site standard software and provide a copy on diskette or

Compact Disk (CD-R, CD-RW) as required by the size of the document. The data shall be in a format that will allow conversion to Portable Document Format (PDF) or Hyper Text Markup Language (HTML) for potential posting on the Internet, Intranet, or in an electronic library. If other software is used, the documents shall be scanned and then provided on diskette or Compact Disk. Electronic data shall be available within five days of the DOE request.

G.2 CONTRACT ADMINISTRATION

The correspondence address of the DOE Contracting Officer is:

U.S. Department of Energy
Portsmouth/Paducah Project Office
Attn: Contracting Officer
1017 Majestic Dr., Suite 200
Lexington, KY 40513

The CO will designate in writing the name and correspondence address of the COR who is the only individual (outside of the Contracting Officer) that may give technical direction in accordance with the Section H clause entitled DEAR 952.242-70, "Technical Direction." Future revisions of the COR or the address may be accomplished by written notification from the CO to the Contractor, without a formal contract modification.

G.3 CONTRACTOR PAYMENT ADDRESS

If the Contractor's payment address is different than the Contractor's address specified on Standard Form 33, then provide it in the following space:

(Name)	<u>The Paducah Bank and Trust Company</u>
(Address)	<u>555 Jefferson Street</u>
(City/State)	<u>Paducah, KY 42001</u>
(Phone #)	<u>(270) 575-5773</u>
(Electronic address)	<u>asanders@paducahbank.com</u>

G.4 SUBMISSION OF VOUCHERS/INVOICES

- (a) VIPERS. The Contractor is required to submit payment invoices and supporting documentation electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS) which is accessible at <http://finweb.oro.doe.gov/>. Detailed instructions on how to enroll and use the system are provided on the web page.

The website provides the vendor the following system capability, required EFT banking form/information and instructions:

- (a) Logon to VIPERs
 - (b) Request Access
 - (c) Vendor Banking Data Form
 - (d) Registration
 - (e) Invoice Status
 - (f) Electronic Invoicing
- (b) Cost Invoices. The Contractor shall submit invoices (Standard Form 1034 located at <http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF>) in accordance with the FAR payment clause in Section I of the contract. The Contractor may submit cost invoices, with supporting documentation, monthly. The Contractor is required to submit Project Performance Reports (PPR) on a monthly basis reconciled to the monthly invoice submitted for payment. The PPR period must match that of the invoice period and must be received by DOE at the same time as the submission of the monthly invoice.
- (c) Fee Invoices. The Contractor may submit invoices for quarterly fee payments based on DOE's fiscal year calendar concurrent with the PPRs. Fee payment will be made after the Contracting Officer determines whether adjustments/reductions are necessary.
- (d) Any basis for invoice withholding, adjustment or reduction which is discovered after payment will be corrected on subsequent invoices. If the Government discovers such defects, the Contracting Officer will notify the individual listed in clause G.5, Defective or Improper Invoices, in writing. The Contracting Officers' written notification will explain the nature of the basis for withholding, adjustment, or reduction, as well as specify the dollar amount of the withholding, adjustment or reduction.
- (e) Nothing in this provision shall affect the rights of either the Government or the Contractor under the Section I clause entitled FAR 52.232-25, "Prompt Payment," of this contract. The Government may notify and/or initiate withholding, adjustment of reduction any time prior to final payment under this contract.
- (f) The Contractor shall submit one copy of the invoices, including all supporting documentation to each of the following:

United States Department of Energy
Portsmouth/Paducah Project Office
ATTN: Contracting Officer

1017 Majestic Drive, Suite 200
Lexington, KY 40513-0066

United States Department of Energy
Portsmouth/Paducah Project Office
ATTN: Budget Analyst
1017 Majestic Drive, Suite 200
Lexington, KY 40513-0066

G.5 DEFECTIVE OR IMPROPER INVOICES

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

Keith Cunningham, Business Manager
Swift & Staley Mechanical Contractors, Inc.
761 Veterans Avenue
Kevil, KY 42053-9000

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PART 1- THE SCHEDULE
SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PROJECT CONTROL AND SYSTEM REPORTING REQUIREMENTS

The Contractor must keep the DOE informed of any potential problems and make recommendations for resolution. It must ensure that all necessary management, business, contracts, maintenance, implementation, and resources are available in sufficient number and qualification to successfully perform all the tasks required in the Performance Work Statement. DOE will identify metrics to manage, monitor and report program performance and costs. The Contractor must establish and maintain a performance management system that incorporates the metrics to manage, monitor, trend, predict and report program performance and costs. The Contractor must document their approach and specific performance measures. The Contractor must provide a Monthly Status Report (MSR) that reports at a minimum for both infrastructure, and safe guards and security; fiscal year-to-date and project year-to-date budgeted cost of work scheduled (BCWS), budgeted cost of work performed (BCWP), actual cost of work performed (ACWP), schedule variance (SV), schedule performance index (SPI), cost variance (CV) and cost performance index (CPI) with the estimate at completion (EAC) updated each month. The BCWS, BCWP and ACWP should be trended graphically and a variance analysis should be provided. It must use a project control system that accurately reflects the project status relative to cost and schedule and tracks changes to the baseline. This system shall be fully aligned with the Department of Energy's financial accounting systems to ensure consistent cost reporting.

Within 90 calendars days after contract award, the Contractor shall submit a Project Management Plan describing the approach for managing and controlling the project, integration of services, description of the project control systems and baselines. The description of the project control system shall articulate the management processes and controls utilized to manage and control work and complete contract requirements. Upon approval of the PMP by the contracting officer, the Contractor shall fully implement the plan. The Contractor shall provide the Contracting officer and Federal Procurement Director, and designated authorized representatives, access to any and all information and documents comprising the contractor's project control and reporting system. The Contractor shall include tailored reporting requirements in all subcontracts adequate to fairly evaluate performance and support the Contractor reporting requirements. The Contractor may also be required to report historical costs of completed activities in an historical cost database alone with the cost driving parameters. In addition, the Contractor shall provide the deliverables required by this clause in accordance with Section J, Attachment J4.

DOE shall have electronic accessibility to all project management information developed under this contract. The contractor shall provide all management and technical information to:

- Support the budget formulation activities throughout the contract period including, but not limited to emerging work items list; budget formulation input (including Integrated Priority List), fall limited budget update submission, budget scenario development, and, budget presentations (such as public and regulatory briefings, etc.);
- Meet the data requirements of the DOE Integrated Planning, Accountability and Budgeting System;
- Support audits, evaluations, and external technical reviews; and
- Support other DOE project performance assessments and information needs.

H.2 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
- (1) Providing direction to the Contractor that redirects contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual PWS.
 - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the CO. It will specify the extent of the COR's authority to act on behalf of the CO.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
- (1) Constitutes an assignment of additional work outside the Performance Work Statement;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
 - (3) 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;

- (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the CO in writing within five (5) working days after receipt of any such instruction or direction and must request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO must:
- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
 - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
 - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and CO either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

H.3 RESPONSIBLE CORPORATE OFFICIAL

The Contractor shall provide a Guarantee of performance from its parent company in the form set forth in the Section J Attachment entitled, *Performance Guarantee Agreement*. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall each provide Guarantees for joint and severable liability for the performance of the Contractor. In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to

- (d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

H.5 NO THIRD PARTY BENEFICIARIES

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

H.6 KEY PERSONNEL

- (a) The personnel listed below are considered to be essential to the work being performed. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the CO reasonably in advance (not less than thirty (30) days) and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the CO, provided that the CO may ratify in writing such diversion and such ratification shall constitute the consent of the CO required by this clause. Whenever, for any reason, one or more of the following employees is unavailable for assignment for work under the contract, the Contractor shall, with the approval of the CO, replace such employee with an employee of substantially equal abilities and qualifications with meritorious consideration of increasing opportunity to fully use the talents and capabilities of a diverse workforce. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

NAME	TITLE
<u>Scott Smith</u>	<u>Project Manager</u>
<u>Tom Stanberry</u>	<u>Environment, Safety and Health Manager</u>
<u>Leon Owens</u>	<u>Operations and Maintenance Manager</u>
<u>David Bowman</u>	<u>Security Manager</u>

- (b) Anytime the Project Manager is replaced for any reason within two years of contract award, provisional and earned fee will be reduced by \$50,000. In addition, each time any of the other proposed key personnel are replaced for any reason within two years of contract award, provisional and earned fee will be reduced by \$25,000. The combined total maximum reduction to provisional and earned fee for such replacements shall be \$250,000. The Contractor may request in writing that the CO waive all or part of a reduction if special circumstances exist. The CO shall have unilateral discretion to waive all or part of a reduction.

H.7 IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)

Documents originated by the Contractor or furnished by the DOE to the Contractor in connection with this contract may contain Unclassified Controlled Nuclear Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and Directives (Section J, Attachments J1 and J2).

H.8 DEPARTMENT OF LABOR WAGE DETERMINATIONS

In performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 2005-2495, Rev. 10, dated 05/26/2009 and the CBA Wage Determination No. CBA-2009-2743, Rev. 1, dated 05/12/2009. Copies of the wage determinations are attached to this contract (Section J, Attachments J6 and J7, U. S. Department of Labor Wage Determination). Revised wage determinations from the Department of Labor shall be incorporated into this contract. The Contractor and/or Subcontractor shall comply with the revised wage determination for Service Contract Act covered employees.

H.9 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2008)

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

H.10 PROHIBITION OF CONTRACTS WITH PERSONS FALSELY LABELING PRODUCTS AS MADE IN AMERICA

- (a) Pursuant to FAR 9.405(a), awards shall not be made to entities that are included on the List of Parties Excluded from Federal Procurement and Non-procurement Programs. If DOE or DOE Contractor personnel become aware of a possible violation of the prohibition against falsely mislabeling products as made in America, and the entity is not on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, the matter should be promptly reported through the CO.
- (b) The report of an entity in violation of the prohibition against falsely mislabeling products as American-Made shall be submitted to the DOE Office of Contract Management, Office of Procurement and Assistance Management, for

potential debarment of the entity pursuant to FAR 9.406-2(a)(4) and 9.406-2(b)(1)(iii).

H.11 ALLOCATION OF LIABILITY FOR FINES AND PENALTIES TO RESPONSIBLE PARTY

- (a) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental, safety, health or quality requirements shall be borne by the party that causes the violation. This clause resolves liability for fines and penalties though the regulatory authority may assess such fines or penalties upon a party or parties without regard to the allocation of responsibility or liability under this contract. The allocation of liability for such fine or penalty is effective regardless of which party signs a permit application, manifest, reports or other required documents, is a permittee, or is named subject of an enforcement action or assessment of a fine or penalty.
- (b) Regardless of which party to this contract is the named subject (Contractor or DOE) of an enforcement action for compliance with the environmental, safety, and health, or quality requirements by the cognizant regulatory authority, liability for payment of any fine or penalty as a result of the Contractor actions or inactions, is the responsibility of the Contractor and not reimbursable under this contract. Any fines and penalties incurred by DOE as a result of the Contractor actions or inactions will be reimbursed to DOE and are unallowable. Cost of fines and penalties resulting from violations of, or the Contractor's failure to comply with federal, state, local, or foreign laws, regulations, permits, orders and regulatory compliance agreements are unallowable except under the conditions stipulated at FAR 31.205-15. Other costs resulting from ES&H claims (fines, penalties, fees, judgments) made against DOE as a result of the Contractor's failure to comply with regulatory requirements, including costs associated with injunctive relief, shall also be unallowable.

H.12 PERMITS, APPLICATIONS, LICENSES, AND OTHER REGULATORY DOCUMENTS

- (a) Consistent with the FAR clause 52.236-7 "Permits and Responsibilities," in Section I, the Contractor must obtain any licenses, permits, other approvals or authorizations for conducting all activities under the contract. The Contractor shall be responsible for becoming a party to all regulatory compliance agreements/orders associated with scope under this contract including those previously executed. The Contractor is responsible for complying with all permits, licenses, certifications, authorizations and approvals from federal, state, and local regulatory agencies that are necessary for all activities under this contract (hereinafter referred to collectively as "permits"). Except as specifically provided in this section and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its

subcontractors) will be the sole applicant for any such permits required for its activities. The Contractor must take all appropriate actions to obtain transfer of existing permits, and DOE will use all reasonable means to facilitate transfer of existing permits. If DOE determines it is appropriate or if DOE is required by cognizant regulatory authority to sign permit applications, DOE may elect to sign as owner or similar designation, but the Contractor (or, if applicable, its subcontractors) must also sign as operator or similar designation reflecting its responsibility under the permit unless DOE waives this requirement in writing.

- (b) Unless otherwise authorized by the CO, the Contractor must submit to DOE for DOE's review and comment all permit applications, reports or other documents required to be submitted to regulatory authorities. Such draft documents must be provided to DOE within a time frame, identified by DOE, sufficient to allow DOE substantive review and comment; and DOE will use its best efforts to perform such substantive review and comment within such time frame. When providing DOE with documents that are to be signed or co-signed by DOE, the Contractor will accompany such document with a certification statement, signed by the appropriate Contractor corporate officer, attesting to DOE that the document has been prepared in accordance with all applicable requirements and the information is, to the best of its knowledge and belief, true, accurate, and complete.
- (c) Except as specifically provided in this clause and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations.
- (d) In the event of termination or expiration of this contract, DOE will require the new Contractor to accept transfer of all environmental permits executed by the Contractor, or DOE will accept responsibility for such permits and the Contractor shall be relieved of all future liability and responsibility resulting from the acts or omissions of the successor Contractor or DOE.

H.13 AWARD FEE PLAN

- (a) The determination of award fee shall be based upon an award fee plan, including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area. The award fee plan will be unilaterally established by the Government. A copy of the plan shall be provided to the Contractor 30 calendar days prior to the start of the first evaluation period.
- (b) The award fee plan will set forth the evaluation period and the criteria upon which the Contractor will be evaluated for performance relating to any (1)

technical requirements if appropriate, (2) management requirements, and (3) cost functions as selected for evaluation. The Contractor shall submit a self-evaluation of performance for each period under consideration. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government, the self-evaluation which is to be received within 15 days after the end of the period being evaluated will be given such consideration as the Fee Determination Official shall find appropriate.

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

H.14 PRICE ANDERSON AMENDMENTS ACT NONCOMPLIANCE

The Contractor shall establish an internal Price Anderson Amendments Act (PAAA) noncompliance identification, tracking, and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall also implement a Price Anderson Amendments Act reporting process which meets applicable DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

H.15 GOVERNMENT-FURNISHED SERVICES AND ITEMS (GFSI)

- (a) The DOE will provide the GFSI listed in the table below. If DOE cannot provide GFSI committed to below, the Contractor may be entitled to pursue remedies in the manner and subject to the limitations set out in subparagraphs (d) and (i) of the Section I, FAR 52.245-1 "Government Property."
- (b) Government-Furnished Property is identified in Section J, "Paducah Infrastructure Accountable Property List." The Contractor shall evaluate the adequacy of GFSI and notify DOE when GFSI-supplied equipment or services do not meet contract or DOE Order requirements.
- (c) The Contractor shall provide the Contracting Officer a projection of when GFSI, identified in the table below are needed within thirty (30) calendar days after the effective date of the contract and quarterly thereafter. Amendments to the projection, if any, shall be provided to the Contracting Officer 45 calendar days in advance of the GFSI need date. DOE will review each Contractor submittal of GFSI needs and, within 15 calendar days, shall notify the Contractor whether it will provide the requested GFSI.

Scope	Requirements	Government-Furnished Services and Items
a. The Contractor shall develop and execute an Integrated Safety Management System Description (ISMSD).	DOE shall verify and approve the ISMSD.	DOE shall provide Phase I and Phase II verification, and approval of the ISMSD.
b. The Contractor shall perform activities as described in Section C, PWS.	DOE shall ensure Government controlled data systems are available for Contractor access as needed.	DOE will ensure the following systems are available to the Contractor throughout the period of performance of this contract: Integrated Planning Accountability and Budget System (IPABS) Facility Information Management System (FIMS) Computerized Accident/Incident Reporting System (CAIRS) Non-Compliance Tracking System (NTS) database Occurrence Reporting and Processing System (ORPS) Foreign Access Central Tracking System (FACTS) database Oak Ridge Environmental Information System (OREIS) Geographical Information System (GIS) Paducah Project Environmental Measurement System (Paducah PEMS) Condition Assessment Information System (CAIS) Work Force Information system (WFIS)
c. DOE contractual agreements provide utilities including electric, sanitary water, sewer, recirculating heating and cooling water,	DOE shall maintain the contractual agreements that provide utility services to the	The DOE will provide utility services throughout the period of performance of this contract through direct agreement with USEC or through other means.

Scope	Requirements	Government-Furnished Services and Items
and plant dry air.	<p>Contractor.</p> <p>The USEC contractual agreements (Work Authorizations) may be revised periodically during the period of performance of the Infrastructure contract. The Contractor shall interface with USEC based upon the latest approved versions of the Work Authorizations.</p>	
d. The Contractor shall perform activities as described in Section C, PWS.	<p>The USEC contractual agreements (Work Authorizations) may be revised periodically during the period of performance of the Infrastructure contract. The Contractor shall interface with USEC based upon the latest approved versions of the Work Authorizations.</p>	<p>Through direct agreement with USEC throughout the period of performance of this contract, DOE will provide the following:</p> <ol style="list-style-type: none"> 1. Criticality Accident Alarm System to support DOE missions in all DOE retained facilities at Paducah 2. Electronic maintenance support for the fire alarm system in DOE space. 3. Fire Protection and Prevention Equipment and Services; Emergency Management Services; Emergency Medical Technician, Emergency Management and Plant Shift Superintendent, Incident Commander 4. Fire and Utilities Inspections to comply with RCRA Part B Permit

Scope	Requirements	Government-Furnished Services and Items
		<p>Inspection Requirements</p> <p>5. USEC Records Management, Documents Controls and Information Management to include technical library support, imaging services, central files support of engineering data and drawings.</p> <p>6. Safeguards and Security: Nuclear Materials Control and Accountability Program (control and account for nuclear material present in DOE facilities); Armed protective forces operations; Heightened Security Program; Physical Barriers; Computer Security.</p> <p>7. USEC records retrieval services for EEOICPA, Title D, Doctor Panel Claims and Legacy Workers' Compensation Claims.</p> <p>8. Narrow band radio frequency tower, transmission and radio repair services.</p>

NOTE: If actual costs for the services provided in paragraphs c and d above increase or decrease as a direct result of Contractor actions or inactions (i.e., usage changes), the CO may share such savings or overruns with the Contractor in terms of additional fee or reduction of earned fee pursuant to Section B.

H.16 DEFINITIONS

For purposes of Clause H.17, Workforce Transition and Employee Hiring Preferences, Clause H.18, Employee Compensation: Pay and Benefits, Clause H.19, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits, Clause H.20, Workforce Transition and Benefits Transition: Plans and Timeframes, Clause H.21, Post-Contract Responsibilities for Pension and Other Benefit Plans, and Clause H.22, Labor Relations, the following definitions are applicable (unless otherwise specified):

- (a) “Workforce Transition Period” means the six month period following the date of contract award.
- (b) “Grandfathered Employees” means employees who are defined as Grandfathered Employees under the multi-employer pension plan sponsored by the Bechtel Jacobs Company, LLC (BJC) (Bechtel Jacobs Company LLC Pension Plan For Grandfathered Employees) (hereinafter “BJC MEPP”), in accordance with the terms of the BJC MEPP and applicable law.
- (c) “SST Incumbent Contractor” means Swift & Staley Mechanical Contractors, Inc (SST Inc), and its first and second tier subcontractors under DOE Contract DE-AC24-05OH20178.
- (d) “SST Incumbent Employees” means employees (1) who hold regular appointments or who are regular employees on the rolls of SST Inc and Grandfathered Employees on the rolls of the SST Inc’s first and second tier subcontractors; and (2) who are employed at the Paducah Gaseous Diffusion Plant Site under DOE Contract DE-AC24-05OH20178 during the Workforce Transition Period.
- (e) “USEC” means the United States Enrichment Corporation.
- (f) “USEC Employees” means employees who hold regular appointments or who are regular employees on the rolls of USEC at either the Paducah or Portsmouth Gaseous Diffusion Plant Site. The applicable site will be identified in the relevant paragraphs and/or clause(s). If employment at a specific site is not identified, the clause(s) or paragraphs are applicable to USEC Employees employed at both Gaseous Diffusion Plant sites.
- (g) “Non-Grandfathered Employees” means employees who are not defined as Grandfathered Employees under the BJC MEPP in accordance with the terms of the BJC MEPP and applicable law.
- (h) “PRS” means Paducah Remediation Services, LLC (PRS LLC), and its first and second tier subcontractors under DOE Contract DE-AC30-06EW05001.
- (i) “PRS Employees” means employees (1) who hold regular appointments or who are regular employees on the rolls of PRS LLC and Grandfathered Employees on the rolls of PRS LLC’s first and second tier subcontractors; and (2) who are employed at the Paducah Gaseous Diffusion Plant Site under DOE Contract DE-AC30-06EW05001 during the Workforce Transition Period.
- (j) “UDS” means Uranium Disposition Services, LLC (UDS LLC), and its first and second tier subcontractors at the Paducah Gaseous Diffusion Plant Site under Contract DOE DE-AC-05-02OR22717.

- (k) “UDS Employees” means employees (1) who hold regular appointments or who are regular employees on the rolls of UDS LLC and Grandfathered Employees on the rolls of UDS LLC’s first and second tier subcontractors; and (2) who are employed at the Paducah Gaseous Diffusion Plant Site under DOE Contract DE-AC05-02OR22717 during the Workforce Transition Period.
- (l) “Paducah Contractors” means the SST Incumbent Contractor, PRS, UDS, and USEC.

H.17 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES

- (a) Hiring Preferences. Employees will receive a right of first refusal and /or other preference in hiring for vacancies for non-managerial positions (i.e. all those below the first line of supervision) in non-construction activities in Section C, Performance Work Statement (PWS), in accordance with this clause, and any applicable collective-bargaining agreement(s) and site seniority, as set forth below.
 - (1) During the Workforce Transition Period, the Contractor shall provide the right of first refusal and preferences in hiring in the following order of precedence:
 - (a) The Contractor shall give a right of first refusal for vacancies in non-managerial positions under this contract to individuals (1) who are SST Incumbent Employees, USEC Employees who have been identified by their employer as being at risk of being involuntarily separated, PRS Employees who have been identified by their employers as being at risk of being involuntarily separated, and UDS Employees who have been identified by their employers as being at risk of being involuntarily separated; (2) who are employed at the Paducah Gaseous Diffusion Plant Site; and (3) who hold positions or perform functions during the Workforce Transition Period that are substantially equivalent to the vacancies in such non-managerial positions under this contract and also to individuals who held positions or performed functions during the six months preceding the first day of the Workforce Transition Period that are substantially equivalent to the vacancies in such non-managerial positions under this Contract.
 - (b) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to individuals (1) who are SST Incumbent Employees, USEC Employees who have been identified by their employer as being at risk of being involuntarily separated, PRS Employees who have been identified by their employers as being at risk of being involuntarily separated, and UDS Employees who have been identified by their employers as

being at risk of being involuntarily separated; (2) who are employed at the Paducah Gaseous Diffusion Plant Site; and (3) who meet the qualifications for a particular position.

(c) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to individuals (1) who are SST Incumbent Employees, USEC Employees who have been identified by their employer as being at risk of being involuntarily separated, PRS Employees who have been identified by their employers as being at risk of being involuntarily separated, and UDS Employees who have been identified by their employers as being at risk of being involuntarily separated; (2) who are employed at the Paducah Gaseous Diffusion Plant Site; and (3) who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this contract with the training provided pursuant to Clause H.19(a).

(d) Subsequent to the application of the right of first refusal in Paragraph (a)(1)(a) and the preferences in hiring in Paragraphs (a)(1)(b) and (c) above, the Contractor shall give a preference in hiring for vacancies pursuant to Paragraph (a)(3) below.

(2) After the Workforce Transition Period and continuing throughout the remaining period of performance under this contract, the right of first refusal and/or other preferences in hiring shall be provided in the following order of precedence:

(a) The Contractor shall give a right of first refusal in hiring for vacancies in non-managerial positions under this contract to USEC Employees (1) who are employed at the Paducah Gaseous Diffusion Plant Site; (2) who have been identified by their employer as being at risk of being involuntarily separated; and (3) who hold or have held positions or perform or have performed functions which are substantially equivalent to vacancies in such non-managerial positions or functions under this contract.

(b) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract, to USEC Employees (1) who are employed at the Paducah Gaseous Diffusion Plant Site; and (2) who have been identified by their employer as being at risk of being involuntarily separated, in the following order of precedence:

(i) USEC Employees who meet the qualifications for a particular position.

- (ii) USEC Employees who may not meet the qualifications for a particular position but who agree to become qualified and can become qualified by the commencement of active employment under this contract with the training provided pursuant to Clause H.19(a).
- (c) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to PRS Employees and UDS Employees (1) who are employed at the Paducah Gaseous Diffusion Plant Site at the time of the vacancies; and (2) who have been identified by their respective employers as being at risk of being involuntarily separated, in the following order of precedence:
 - (i) PRS Employees and UDS Employees who hold positions or perform functions at the time the vacancy arises that are substantially equivalent to the vacancies in such non-managerial positions under this contract.
 - (ii) PRS Employees and UDS Employees who meet the qualifications for particular positions.
 - (iii) PRS Employees and UDS Employees who may not meet the qualifications for a particular position but who agree to become qualified and can become qualified by the commencement of active employment under this contract for the particular positions with the training provided pursuant to Clause H.19(a).

For purposes of this paragraph (a)(2)(c), the phrase “during the Workforce Transition Period” contained in Clause H.16(i)(2) and (k)(2) is not applicable. The respective employees are to be employed at the Paducah Gaseous Diffusion Plant Site at the time of the vacancy.

- (d) Subsequent to the application of the right of first refusal in Paragraph (a)(2)(a) and the preferences in hiring in Paragraphs (a)(2)(b) and (c) above, the Contractor shall give a preference in hiring for vacancies in the order of precedence as set forth in Paragraph (a)(3) below.
- (3) During the entire period of performance under this contract, but subordinate to the preferences set out in Paragraphs (a)(1)(a) – (c) and (a)(2)(a) – (c) above, the Contractor shall provide preferences in hiring in the following order of precedence:

- (a) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to USEC Employees employed at the Paducah Gaseous Diffusion Plant Site (1) who have been identified by their employer as being at risk of being involuntarily separated from employment by a plant closing or mass layoff (as such terms are defined in Section 2101(a)(2) and (3) of Title 29 of the United States Code) at the Paducah Gaseous Diffusion Plant Site; and (2) who are qualified and/or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this contract with the training provided pursuant to Clause H.19(a).
- (b) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to individuals (1) who are former employees of USEC, former employees of the SST Incumbent Contractor, and former employees of the SST Incumbent Contractor's first and second-tier subcontractors; and (2) who are entitled to recall rights consistent with any applicable site seniority and any applicable collective bargaining agreement(s) at the Paducah Gaseous Diffusion Plant Site.
- (c) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to individuals (1) who are Grandfathered Employees and who are former employees of the SST Incumbent Contractor, PRS, UDS, and USEC at the Paducah Gaseous Diffusion Plant Site; (2) who have been involuntarily separated (other than for cause) from employment; and (3) who are eligible for the hiring preference contained in the clause in Section I of this contract entitled "DEAR 952.226-74, Displaced Employee Hiring Preference" and with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees.
- (d) The Contractor shall give a preference in hiring for non-managerial positions under this contract to individuals (1) who are former employees of the SST Incumbent Contractor, PRS, UDS, and USEC; and any other DOE contractor or subcontractor at the Paducah Gaseous Diffusion Plant Site; (2) who were involuntarily separated (other than for cause) from employment; and (3) who are eligible for the hiring preference contained in the clause in Section I of this contract entitled "DEAR 952.226-74, Displaced Employee Hiring Preference" and with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees.

- (e) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to individuals (1) who were formerly employed by any other DOE contractor or subcontractor at a DOE defense nuclear facility; and (2) who are eligible for the hiring preference contained in the clause in Section I of this contract entitled "DEAR 952.226-74, Displaced Employees Hiring Preference" as provided in that clause and with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees.
 - (f) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to individuals (1) who were formerly employed at the Paducah Gaseous Diffusion Plant Site by the SST Incumbent Contractor, PRS, UDS, and USEC; (2) who were involuntarily separated (other than for cause) from their employment at the Paducah Gaseous Diffusion Plant Site; and (3) who are qualified for the position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this contract.
 - (g) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to individuals (1) who have separated from employment at the Paducah Gaseous Diffusion Plant Site; (2) who are not barred from seeking employment at the Paducah Gaseous Diffusion Plant Site by the terms of employee waivers or releases of claims they executed; and (3) who are qualified for a particular position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this contract.
- (4) Clauses H.17(a)(1), (2), and (3) do not prohibit the Contractor from selecting the Contractor's existing employees at the Paducah Gaseous Diffusion Plant Site for positions or functions under this contract.
- (b) Costs. Any costs incurred by the Contractor as a result of the Contractor's failure to comply with the hiring preferences as set forth in this contract will be unallowable, unless such costs were incurred as the result of the Contracting Officer's direction.

H.18 EMPLOYEE COMPENSATION: PAY AND BENEFITS**(a) Contractor Employee Compensation Plan**

The Contractor shall submit by the end of the 90 day Contract Transition Period identified in Section F.2(b) a Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the requirements of this contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

(b) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system Self-Assessment Plan consistent with FAR 31.205-6 and DEAR 970.3102-05-6; "Compensation for Personal Services" (Total Compensation System). DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall meet the tests of allowability established by and in accordance with FAR 31.205-6 and DEAR 970.3102-05-6, be fully documented, consistently applied, and acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan 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 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 Paragraphs (f)(3)(a) and (b) below.
- (e) Pay and Benefits Programs

The Contractor shall establish pay and benefit programs for employees in accordance with applicable law, any applicable collective bargaining agreement(s), the terms and conditions of this contract, including Clause H.19, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits, and the following requirements as set forth 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) Pay
 - (a) The Contractor shall provide equivalent pay to the following employees hired by the Contractor as compared to pay provided to those employees by the SST Incumbent Contractor, PRS, UDS, and/or USEC for at least the first year of the term of this contract:
 - (i) SST Incumbent Employees hired by the Contractor;
 - (ii) USEC Employees hired by the Contractor for positions or to perform functions for the Contractor that are substantially equivalent to the positions held or functions they performed for USEC at the Paducah Gaseous Diffusion Plant Site; and
 - (iii) PRS Employees and UDS Employees hired by the Contractor for positions or to perform functions for the Contractor that are substantially equivalent to the positions held or functions they

performed for their respective employers at the Paducah Gaseous Diffusion Plant Site.

(b) All other employees hired by the Contractor shall receive pay which is competitive with the industry from which the Contractor recruits its employees, and in accordance with the terms and conditions of this contract, any applicable collective bargaining agreement(s), and applicable law, including Section 4(c) of the Service Contract Act, as applicable.

(2) Pension and Other Benefits. The Contractor shall provide a total package of benefits to SST Incumbent Employees, USEC Employees, PRS Employees, and UDS Employees, and all other employees who are hired by the Contractor in accordance with the terms and conditions of this contract, any applicable collective bargaining agreement(s), and applicable law.

(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 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 key personnel as identified in Clause H.6, Key Personnel of this contract, and all other named key personnel, management and senior personnel as identified by the Contracting Officer.

- (c) Severance Pay is not reimbursable under this contract for an employee who:
 - (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 until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.
- (2) Cost reimbursement for 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 Grandfathered Employees and Non-Grandfathered Employees benefits, which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Grandfathered Employees and Non-Grandfathered 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 Grandfathered Employees and Non-Grandfathered Employees, that analyzes the Contractor's employee benefits cost for Grandfathered Employees and Non-Grandfathered Employees on a per capita basis per full time equivalent employee and as a percent of payroll and compares it with the cost reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved broad based national survey.
- (4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer for approval.
- (5) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent, when and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.
- (6) Within two years of Contracting Officer approval of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and per capita cost range as approved by the Contracting Officer.
- (7) The Contractor shall submit the Report of Contractor Expenditures for Supplementary Compensation for the previous calendar year via the DOE Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of the current calendar year.
- (8) The Contractor may not terminate any benefit plan during the term of the contract without the prior approval of the Contracting Officer in writing.
- (9) Cost reimbursement for Post Retirement Benefits (PRBs) is contingent on DOE approved service eligibility requirements for PRBs that shall be based on a minimum period of continuous employment service not

less than five years under a DOE cost-reimbursement contract(s) immediately prior to retirement. Notwithstanding the previous sentence, the costs of PRBs will be reimbursed for individuals meeting the DOE-approved eligibility requirements of the applicable DOE-approved employee benefit plan. Unless required by Federal or state law, advance funding of PRBs is not allowable.

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

- (1) For cost allocability and reimbursement purposes, any defined benefit (DB) or defined contribution (DC) pension plans established and/or implemented by the Contractor shall be maintained consistent with the requirements of the Internal Revenue Code (IRC) and Employee Retirement Income Security Act (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 for which DOE reimburses costs, 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 Contractor Employee 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.
- (7) 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.19 SPECIAL PROVISIONS APPLICABLE TO WORKFORCE TRANSITION AND EMPLOYEE COMPENSATION: PAY AND BENEFITS

- (a) Training. The Contractor will establish a training program specifically for the purpose of training individuals pursuant to Clauses H.17(a)(1)(c), H.17(a)(2)(b)(ii) and (c)(iii), and H.17(a)(3)(a). The one-time training program will be provided to individual employees and will not exceed six months in duration and \$5,000 in cost (subject to availability of funding) per person, in addition to wages and benefits.
- (b) Benefit Plans. The Contractor shall provide pension and other benefit plans, to Grandfathered Employees and Non-Grandfathered Employees hired by the Contractor and service credit for leave as set forth below:
 - (1) Grandfathered Employees. Grandfathered Employees shall be provided pension and other benefits in accordance with applicable law and the provisions of the BJC MEPP, the BJC Multiple Employer Welfare Arrangement (MEWA) and other existing benefit plans for Grandfathered Employees. Within 90 days after the award of this contract, the Contractor shall become a sponsor/participating employer of the BJC MEPP, the BJC MEWA, and other existing benefit plans (or comparable successor plans if continuation of the existing plans is not practicable) including post retirement benefit (PRB) plans, as applicable, for Grandfathered Employees and retired plan participants, with primary responsibility for management and administration of these plans. The Contractor shall also have responsibility for maintaining the qualified status of the plans. No employee who qualifies as a

Grandfathered Employee under the BJC MEPP shall lose the right to participate in the BJC MEPP as a result of this transition.

- (2) Non-Grandfathered Employees. Non-Grandfathered Employees shall receive a 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 this contract, applicable collective bargaining agreements, and applicable legal requirements, including Section 4(c) of the Service Contract Act, as applicable.
- (3) Service Credit For Leave.
 - (a) For SST Incumbent Employees, PRS Employees, and UDS Employees hired by the Contractor pursuant to Clauses H.17 (a)(1)(a), (b), and (c), and (a)(2)(c), the Contractor shall carry over the length of service credit for leave as well as leave balances accrued as of the date these employees are hired by the Contractor. Service credit for the represented workforce shall be applied consistently with any applicable collective bargaining agreement.
 - (b) For USEC Incumbent Employees hired by the Contractor pursuant to Clauses H.17(a)(1)(a), (b), and (c); (b)(2)(a) and (b); and (a)(3)(a), the Contractor shall carry over the length of service credit from USEC for purposes of determining rates of accruing leave for these employees. Service credit for the represented workforce shall be applied consistently with any applicable collective bargaining agreement.
 - (c) For all USEC employees hired by the Contractor other than those above in paragraph (b), the Contractor shall carry over the length of service credit for purposes of determining rates of accruing leave for these employees as required by and consistent with any applicable collective bargaining agreements(s) and applicable law.
- (c) The lead sponsor (BJC) or a lead sponsor successor of the BJC MEPP, BJC MEWA and other benefit plans in which the Contractor and BJC or a lead sponsor successor are participating employers/sponsors, shall have primary responsibility for management and administration of these plans. BJC or a lead sponsor successor shall provide management and administrative services for the Contractor for the BJC MEPP, BJC MEWA, and other benefit plans in which the Contractor and BJC are participating employers/sponsors. The Contractor shall enter into administrative agreements with the lead sponsor, BJC, or a lead sponsor successor, for the management and

administration of these plans. The agreements and costs contained therein shall be subject to the approval of the Contracting Officer.

- (d) Notwithstanding the above, the Contractor has responsibility for administering and maintaining the qualified status of all pension and other benefit plans that it sponsors under this contract. The Contractor shall submit to the Contracting Officer annual actuarial evaluations for all applicable benefit plans as well as certify that the benefit plans are in full compliance with IRC and ERISA requirements. Such certification shall demonstrate that the benefit plans are qualified under the IRC. This evaluation shall include but not be limited to written reports relating to how the benefit plans pass IRC discrimination, participation and coverage testing requirements. Each detailed annual written actuarial evaluation shall identify any conditions that may adversely affect the qualification status of the plans within eighteen months or less of the date of the evaluation, including but not limited to discrimination, participation and coverage testing requirements for the Contractor and any of its subcontractors that are participating employers in the plans.
- (1) The Contractor shall closely monitor each of its individual subcontractor employer segments participating in the BJC MEPP. With the approval of the Contracting Officer, the Contractor shall establish threshold factors that – based upon the experience of the BJC MEPP regarding the testing requirements – indicate when the Contractor and/or its individual subcontractor employer segments may not meet testing requirements within the next two plan years. Every six months the Contractor shall identify any employer plan segments for the Contractor and its individual subcontractor employer segments that may not meet testing requirements for the current plan year and the following plan year.
- (2) In the case of employer segments for which the approved threshold factors described in Paragraph (d)(1) above and other factors as approved or requested by the Contracting Officer indicate that the employer segments may not meet testing requirements, the Contractor, in conjunction with the lead sponsor, shall provide the Contracting Officer with a corrective action plan for addressing the potential or actual failure to meet testing requirements and quarterly updates on the segment's status for testing purposes. After the corrective action plan has been submitted and approved by the Contracting Officer, the Contractor will provide quarterly updates on the segment's status for testing purposes.
- (e) In addition to the requirement in Clause H.18(g)(7), the Contractor shall not withdraw from the BJC MEPP or the BJC MEWA without the consent of the Contracting Officer. If the Contractor withdraws without the consent of the Contracting Officer, all costs associated with such withdrawal may be

determined to be unallowable and the Government retains the right to assert a claim against the Contractor for any costs of the Department associated with such withdrawal.

- (f) In addition to any other provisions of this contract, including but not limited to Clauses H.18(g)(6) and (7), any changes or amendments to the BJC MEPP are subject to Contracting Officer prior approval and shall be in accordance with all applicable laws and regulations, including compliance with applicable collective bargaining agreements.
- (g) Subject to the approval of the Contracting Officer, to the extent consistent with applicable collective bargaining agreements and applicable law, the Contractor may provide equivalent benefits to those benefits provided under the BJC MEWA to Grandfathered Employees.
- (h) The name(s) of the BJC MEPP, the BJC MEWA, and other benefit plans in which the Contractor and BJC are sponsors/participating employers may change as a result of a change in lead sponsorship of the above plans. Any references and requirements in this contract applicable to the BJC MEPP, the BJC MEWA, and other benefit plans contained in this contract apply to these plans as renamed.

H.20 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES

- (a) Workforce Transition Plan. In addition to the Contract Transition Plan required by Section F.5, Transition Plan, 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 requirements in this paragraph (a) and the hiring preferences set forth in Clause H.17, Workforce Transition and Employee Hiring Preferences, and Clause H.19(a). Notwithstanding timeframes identified elsewhere in this contract, the Contractor shall perform the following activities in the specified timeframes:
 - (1) Within ten days after contract award, 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 Paducah Contractors to ensure compliance with Clauses H.17(a)(1) and (3) during the first 90 days after contract award and during the six month Workforce Transition Period identified in Clause H.16(a);
 - (b) Establish and submit to the Contracting Officer a written communication plan that details the communication that the Contractor and its subcontractors will engage in with the Paducah

Contractors regarding implementation of the hiring preference requirements set forth in Clauses H.17(a)(1) and (3); 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 Paducah Contractors identifying their employees that have initially been identified as being at risk of being involuntarily separated. 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 identification of employees by the Paducah Contractors that have been identified as being at risk of being involuntarily separated.
- (2) Within 15 days after contract award, 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 Clauses H.17(a)(1) and (3); and
 - (b) Establish a written communication plan with the SST Incumbent Employees, PRS Employees, UDS Employees, and USEC Employees regarding the implementation of the hiring preferences in Clauses H.17(a)(1) and (3) and provide a copy to the Contracting Officer.
- (3) Within 30 days after contract award, 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.17(a)(1) and (3) and Paragraphs (a)(1) and (2) above as well as submit copies of all executed final transition agreements within one day after execution but no later than the last day of the Contract Transition Period.
- (4) Within 60 days after Contract award, the Contractor shall provide to the Contracting Officer copies of the final transition agreements described in paragraph (a)(1)(a) 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.17, Workforce Transition and Employee Hiring Preferences, 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.
 - (b) During the remainder of the six-month Workforce Transition Period, such reports shall be provided to the Contracting Officer on a biweekly basis.
 - (c) After the Workforce Transition Period as defined in H.15(a), such reports shall be provided within the timeframes as requested by the Contracting Officer.
- (6) Within six months after Contract award, the Contractor shall provide a written description of the process that it will utilize in obtaining information from USEC, PRS, and UDS regarding their respective employees that have been identified by their employer as being at risk of being involuntarily separated in order for the Contractor to ensure compliance with Clauses H.17(a)(2) and (a)(3)(a). The Contractor shall provide copies of all and any written agreements into which it has entered with USEC, SST (Clause H.17(a)(2)(c)) and UDS (Clause H.17(a)(2)(c)) for transitioning their respective employees pursuant to Clauses H.17(a)(2) and H.17(a)(3)(a).
- (b) Benefits Transition. The Contractor shall submit a written draft Benefits Transition Plan within 20 days after contract award describing in detail the Contractor's plans and procedures as to how the Contractor will comply with Clause H.18, Employee Compensation: Pay and Benefits, Clause H.19, Special Provisions Applicable to Workforce Transition and 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 contract award. All transitions of the BJC MEPP, the BJC MEWA and other existing benefit plans, as well as establishment of any new plans, shall be completed within 90 days after contract award.
- (1) The Contractor shall perform the following activities within the specified timeframes:
- (a) Within ten days after contract award, the Contractor shall:
 - (i) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for transition of the BJC

MEPP, the BJC MEWA, 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/participating employer of the BJC MEPP and the BJC MEWA by the Contractor and contact information for the above personnel;

- (ii) Request the Paducah Contractors and BJC to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this contract pertaining to the Contractor becoming a sponsor/participating employer of the BJC MEPP, the BJC MEWA, 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 Contract 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 contract award, the Contractor shall provide to the Contracting Officer a list of the information and documents that the Contractor has requested from BJC and the Paducah Contractors pertaining to the transition of the BJC MEPP, the BJC MEWA, 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 BJC or any of the Paducah Contractors. 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.17, Workforce Transition and Employee Hiring Preferences, Clause H.18, Employee Compensation: Pay and Benefits, and Clause H.19, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits.
- (c) Within 20 days of contract award, 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.18(e)

and H.19(b), 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 SST Incumbent Contractor and BJC. 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 Clauses H.18(e)(2) and H.19, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits, including execution of transition agreements with BJC and the Paducah Contractors, as applicable. 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 contract award 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.18, Employee Compensation: Pay and Benefits, and Clause H.19, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits, will be amended or restated on or before the last day of the 90 day Contract Transition Period. If an asset transfer(s) and/or the creation of a 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 this contract and applicable laws governing such transactions.

- (e) Within 45 days after contract award, 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 BJC and the SST Incumbent Contractor, including but not limited to amendments effectuating the Contractor becoming a sponsor/participating employer in the BJC MEPP. 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 BJC or lead sponsor successor and/or the SST Incumbent Contractor. 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 BJC or lead sponsor successor and the Paducah Contractors to ensure the Contractor's compliance with the pay and benefits requirements set forth in Clauses H.18, Employee Compensation: Pay and Benefits, and H.19, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits. Copies of these executed final transition agreements shall be provided within one day after execution but no later than the last day of the Contract Transition Period.
- (f) No later than 60 days after contract award 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 six month Workforce 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.18, Employee Compensation: Pay and Benefits, and Clause H.19, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits.

H.21 POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS

- (a) If this contract expires, terminates, and/or is terminated partially or completely and DOE has awarded a contract under which a new contractor becomes a sponsor/participating employer and assumes responsibility for management and administration of the BJC MEPP, the BJC MEWA, or any other benefit plans (collectively, the "Plans"), covering active or retired Grandfathered Employees with respect to employees at Paducah and Portsmouth Gaseous Diffusion Plant Sites and Non-Grandfathered Employees at the Paducah Gaseous Diffusion Plant Site, the Contractor shall cooperate with and transfer to the new contractor the responsibility for sponsorship, and management and administration of such Plans consistent with direction from the Contracting Officer.
- (b) If this contract expires, terminates and/or is terminated partially or completely and DOE has not awarded a contract to a new contractor under which a new contractor becomes a sponsor and/or primary sponsor and/or assumes partial or primary responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under this 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 Paragraph (b)(2) below, and notwithstanding any legal obligations independent of this contract, the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain a sponsor/participating employer of the Plans, in accordance with applicable legal requirements.

- (2) The Contractor and DOE 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.
- (c) In the event a transfer of assets in the BJC MEPP is determined to be necessary, the Contractor shall cooperate fully in the transfer of any assets in a manner consistent with any fiduciary duty, applicable law including the IRC and ERISA, and subject to the approval and direction of the Contracting Officer.

H.22 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 Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.
 - (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 Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.
- (c) Consistent with applicable labor laws and regulations for that work that is being performed by members of United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers Union (USW) on the effective date of this contract, the Contractor agrees to initially consult with USW regarding the initial terms and conditions of employment and to recognize USW as the collective-bargaining representative for employees performing work that has historically and traditionally been performed by USW members and is covered in the scope of this Contract, and to bargain in good faith to a collective bargaining agreement that gives due consideration to applicable terms and conditions of the existing SST, PRS, UDS, and USEC collective bargaining agreements for work at the Paducah Gaseous Diffusion Plant Site.

H.23 WORKFORCE RESTRUCTURING

Notwithstanding any other provision in this contract, when the Contractor determines that a reduction of force is necessary, the Contractor shall notify the Contracting Officer in writing in accordance with DOE 350.1 and other related guidance. The Contractor shall provide information as directed by the Contracting Officer related to workforce restructuring activities and to enable compliance with Section 3161 of the *National Defense Authorization Act for Fiscal Year 1993* and any other DOE guidance pertaining to employees who may be eligible for provisions of the Act. The Contractor shall supply workforce restructuring related information and reports as needed by DOE. The Contractor shall extend displaced employee hiring preference in accordance with the Section I Clause entitled, *DEAR 952.226-74*, Displaced Employee Hiring Preference and Clause H.19, Workforce Transition and Employee Hiring Preferences.

H.24 STOP-WORK AND SHUTDOWN AUTHORIZATION

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed

activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.

- (b) Stop-Work. In the event of an imminent health and safety hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing from the Contracting Officer.
- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-imminent health and safety hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or by independent oversight organizations, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Portsmouth/Paducah Project Office (PPPO) Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Section F Clause entitled, "FAR 52.242-15, Stop Work Order."
- (d) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:
- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
 - (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or

- (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.
- (e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute “Contractor Representatives” for “the Contracting Officer” in all subcontracts.

H.25 COOPERATION WITH OTHER SITE CONTRACTORS

- (a) The DOE has/or will have prime contracts or agreements in place with the following entities: Depleted Uranium Hexafluoride Contractor, Remediation Services Contractor, United States Enrichment Cooperation (USEC), and other entities that provide support to the DOE Portsmouth/Paducah Project Office.
- (b) In the event that DOE awards other contracts or establishes agreements with additional entities whose work affects the contract, all terms and conditions of this provision apply to the Contractor’s relationship with such entities.
- (c) The Contractor is not authorized to direct any other DOE prime Contractor or other entities, except as specified elsewhere in this contract or directed by the CO in writing.
- (d) The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other DOE Contractor or by Government employees. If DOE determines that the Contractor’s activities may interfere with another DOE Contractor, the CO shall provide instructions.

H.26 STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT

The Contractor shall assist DOE through direct participation and other support in achieving DOE’s energy efficiency goals and objectives in electricity, water, and thermal consumption, conservation, and savings, including goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management. The Contractor shall maintain and update, as appropriate, its documents to include detailed plans and milestones for achieving site-specific energy efficiency goals and objectives. With respect to this paragraph, the plan shall consider all potential sources of funds, in the following order: 1) the maximum use of private sector, third party financing applied on a life-cycle cost effective basis, particularly from Energy Savings Performance Contracts and Utility Energy Services Contracts awarded by DOE; and 2) only after third-party financing options are evaluated, in the event that energy efficiency and water conservation improvements cannot be effectively incorporated into a private sector financing arrangement that is in the best interests of the Government, then DOE funding and funding from overhead accounts can be utilized.

The Contractor shall share information with the Remediation Services Contractor as necessary to support DOE O 430.2B projects and initiatives.

H.27 ADDITION AND ALTERATIONS TO IMPLEMENT EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT AND ITS IMPLEMENTING INSTRUCTIONS

This contract involves Contractor operation of Government-owned facilities and/or vehicles and the provisions of Executive Order 13423 are applicable to the Contractor to the same extent they would be applicable if the Government were operating the facilities or vehicles. Information on the requirements of the Executive Order and its Implementing Instructions may be found at http://ofee.gov/eo/eo13423_main.asp. This requirement includes the Electronics Stewardship requirements of Implementing Instruction XII. When acquiring desktop or laptop computers and computer monitors, the Contractor shall acquire Electronic Product Environmental Assessment Tool registered products conforming to IEEE 1680-2006 Standard and ranked at least bronze, provided such products are life cycle cost efficient and meet applicable performance requirements. Information on EPEAT-registered computer products is available to www.epeat.net.

H.28 PAPERLESS DIRECTIVE PROCESSING SYSTEM

- (a) The Contractor, in addition to complying with applicable laws, rules, and other regulations, shall comply with those DOE Orders and other Directives applicable to Contractors, with the applicable departmental policies, plans, programs, and management Directives, and with all changes to assigned work as agreed to by the Contractor and the CO or designee.
- (b) DOE has developed a list of applicable DOE Directives, and is appended to the contract as Section J, Attachment J2. The Contractor shall comply with the Directives identified in such list. The Contractor shall make no claim, including a claim for equitable adjustment under the Changes clauses of this contract, for additional costs, fee or extension of time of performance relating to compliance with the Directives in such list.
- (c) The Baseline List of Directives Applicable to the contract will be revised and issued, by the DOE CO, as a contract modification, as necessary. The CO may direct the Contractor to comply with additional DOE Directives and local Directives and revisions thereto, as follows:
 - (1) Pursuant to and in accordance with the Changes clause of the contract with respect to changes in Directives within the general scope of this contract.
 - (2) Pursuant to any Environment, Safety, and Health provisions of this contract, and in accordance with the Changes clause of this contract

with respect to changes in Directives involving safety, environment, health, and quality.

- (d) At least once a month, the Contractor will extract Directives from the DOE Paperless Directive System utilizing the Internet as notification of their availability by DOE electronic prompting. Copies of DOE Directives may be obtained without charge from the CO or by citing the number of this contract in a written request sent to the following address:
- U.S. DOE
Distribution Section
Forrestal Building
Washington, DC 20585
- (e) The CO and his/her representative(s) expressly authorized in writing to do so are the only Government officials authorized to provide explanations as to the applicability of Directives. The CO is the only Government Official authorized to resolve possible conflicting requirements involving Directives.
- (f) Upon receipt of a new or revised directive, the Contractor shall review it for consistency with the other terms of this contract and for impacts on funding, manpower and other provisions of the contract. If the Contractor considers the directive to be consistent with the other terms of this contract and it can be implemented within existing funds, manpower, and other provisions of the contract and the implementation will not have a negative impact on the cost, schedule, or other obligations of the Contractor, the Contractor shall establish an implementation schedule, and so advise the CO within 30 calendar days of receipt. In the event the Contractor considers the directive to be inconsistent with the other terms of this contract or the requirements of the directive cannot be implemented within existing funding, manpower, and other provisions of the contract, the Contractor shall so advise the CO within 30 calendar days of receipt. Such notice shall include the basis for the claimed inconsistency and the projected cost of implementation in excess of current funding, manpower, and other provisions of the contract. After evaluation of the Contractor's position, the CO shall issue direction to the Contractor, pursuant to the clause entitled Changes concerning appropriate implementation of the directive.
- (g) The Contractor will, at least quarterly, notify DOE of those Directives extracted. The Contractor cognizant personnel will review these Directives and recommend for concurrence disposition of the Directives to DOE-PPPO.
- (h) Upon agreement between the Contractor and DOE, the Directive will be implemented as outlined in a Contractor Management Summary or Implementation Plan, whichever is appropriate, and the Directive added to the

Baseline List of Directives Applicable to the Contractor and issued by the CO. The same process will be utilized for deletion of Directives.

- (i) The Contractor shall incorporate the substance of this clause with respect to applicable Directives, excluding any reference to the Changes clause, in subcontracts for performance of work at the site and as directed by the CO.

H.29 PERSONNEL SECURITY CLEARANCES

- (a) The Contractor is required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability. The Contractor shall provide certification to the Contracting Officer (CO) that an investigative screening has been completed prior to employment. The certification shall include verification of identity, previous employment and education, and the results of credit and law enforcement checks.
- (b) Personnel assigned by the Contractor to work at the DOE site will be required to obtain a security clearance. The levels of clearance are as follows:

Clearance level

Q – sensitive

Q – non-sensitive

L – confidential/secret

Under this contract, Contractor personnel shall be required to have an “L” clearance level at a minimum. Key management and certain other personnel will be required to have a “Q” clearance level. The Contractor shall seek opportunities to reduce the levels of clearance required for personnel based upon the site conditions.

- (c) This requirement may be waived by the CO for personnel not involved with classified information while clearances are being processed, or for personnel associated with the program for short periods of time, such as consultants.
- (d) The Contractor shall retrieve and dispose of badges for employees: 1) who are no longer working on the contract; 2) who no longer require access; 3) when their badge expires; or 4) when the contract expires or is terminated.

H.30 LEGAL MANAGEMENT PLAN

- (a) The Contractor shall submit a Legal Management Plan in accordance with 10 CFR 719, and include the item set forth in 10 CFR 719.10 to the Contracting Officer for approval within sixty (60) days.

- (b) The Plan will describe the Contractor's practices for managing legal costs and matters for which it procures the services of retained legal counsel. Once approved by the Contracting Officer, the Plan, as well as applicable regulations and contract provisions, forms the basis for approvals by the Contracting Officer to reimburse litigation and other legal expenses. The Plan may be revised from time to time to conform to legal management rules or policies established by the Department of Energy.

H.31 ASSIGNMENT OF EXISTING AGREEMENTS AND SUBCONTRACTS

- (a) Existing agreements, subcontracts, and potential subcontracts under Contract No. DE-AC24-05OH20178 are listed in Section J, Attachment J9. The Contractor shall accept assignment of existing subcontracts and agreements identified for the Contractor to assume in Section J, Attachment J9. The Contractor may identify additional subcontracts and agreements listed in Attachment J9 for assumption, which it may negotiate directly with the parties involved. The agreements and subcontracts may include, but not be limited to, subcontracts and purchase orders; memorandums of agreement; memorandums of understanding; licenses; agreements with local and state governments; user agreements; and other similar agreements.
- (b) DOE does not guarantee that the existing agreements and subcontracts not identified for assignment in Section J, Attachment J9, will be available for assignment or can be assigned.
- (c) The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor unless assigned at the direction of DOE. DOE reserves the right to direct the Contractor to assign to DOE or another Contractor any subcontract awarded under this contract. The Contractor agrees to accept assignment of subcontracts and agreements as determined necessary by DOE.

PART II - CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

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SECTION I**CONTRACT CLAUSES****I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

I.2 FAR 52.202-1 DEFINITIONS (JUL 2004)**I.3 FAR 52.203-3 GRATUITIES (APR 1984)****I.4 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)****I.5 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)****I.6 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)****I.7 FAR 52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)****I.8 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)****I.9 FAR 52.203-12 LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)****I.10 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)****I.11 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)****I.12 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)**

- I.13 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (SEP 2006)
- I.14 FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (MAR 2009)
- I.15 FAR 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)
- I.16 FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
- I.17 FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
- I.18 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
- I.19 FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
- I.20 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
- I.21 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

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

- (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.22 FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (OCT 1997) AND ALTERNATE III (OCT 1997)

I.23 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

Paragraph (a), the phrase is hereby added: “as supplemented by Subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR),” after the acronym “(FAR)”.

I.24 FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

I.25 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

I.26 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

I.27 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

I.28 FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

I.29 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

I.30 FAR 52.222-3 CONVICT LABOR (JUN 2003)

- I.31 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005)
- I.32 FAR 52.222-6 DAVIS-BACON ACT (JUL 2005)
- I.33 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- I.34 FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- I.35 FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- I.36 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- I.37 FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- I.38 FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)
- I.39 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

This statement is for information only: It is not a wage determination.

Employee Class	Monetary Wage – Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____

- I.40 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

I.41 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

I.42 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)

I.43 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)

- (a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as national stock number or special item number. This information shall be included on the material safety data sheet submitted under this contract.

Material (if none, insert none)

None

Identification No.

- (c) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a material safety data sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the material safety data

sheet prior to award may result in the Contracting Officer and resubmit the data.

- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to—
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The government is not precluded from using similar or identical data acquired from other sources.

- (i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
 - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDSs to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
 - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

I.44 FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) ALTERNATE I (AUG 2003) AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

- (a) Definitions. As used in this clause— “Priority chemical” means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Implementing Instruction VIII of Executive Order 13423 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical” means a chemical or chemical category listed in 40 CFR 372.65.
- (b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) ([42 U.S.C. 11001-11050](#)) and the Pollution Prevention Act of 1990 (PPA) ([42 U.S.C. 13101-13109](#)).
- (c) The Contractor shall provide all information needed by the Federal facility to comply with the following:
 - (1) The emergency planning reporting requirements of Section 302 of EPCRA.

- (2) The emergency notice requirements of Section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Implementing Instruction VIII of Executive Order 13423.
- (7) The environmental management system as described in Section 3(b) of Executive Order 13423.

I.45 FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

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

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

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

- (1) Be submitted in writing;
 - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

I.46 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (MAY 2008)

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

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item.

Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- (b) The Contractor, on completion of this contract, shall--
- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
 - (2) Submit this estimate to _____
[Contracting Officer complete in accordance with agency procedures].

I.47 FAR 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000) AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

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

“Recycling” means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

“Waste prevention” means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

“Waste reduction” means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

- (b) Consistent with the requirements of Section 3(a) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor’s programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act ([42 U.S.C. 6962](#), et seq.) and implementing regulations (40 CFR Part 247).

I.48 FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

- (a) Definition. “Ozone-depleting substance,” as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

- I.49 FAR 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)**
- I.50 FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**
- I.51 FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)**
- I.52 FAR 52.223-16 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)**
- I.53 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)**
- I.54 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**
- I.55 FAR 52.224-2 PRIVACY ACT (APR 1984)**
- I.56 FAR 52.225-1 BUY AMERICAN ACT – SUPPLIES (FEB 2009)**
- I.57 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**
- I.58 FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)**
- I.59 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)**
- I.60 FAR 52.227-3 PATENT INDEMNITY (APR 1984)**
- I.61 FAR 52.227-9 REFUND OF ROYALTIES (APR 1984)**
- I.62 FAR 52.227-14 RIGHTS IN DATA – GENERAL (DEC 2007)**
- I.63 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data—General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

- I.64 FAR 52.228-7 INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996)**
- I.65 FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2008)**
- I.66 FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2008)**
- I.67 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)**
- I.68 FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)**
- I.69 FAR 52.232-17 INTEREST (OCT 2008)**
- I.70 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**
- I.71 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)**
- I.72 FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**
- I.73 FAR 52.232-25 PROMPT PAYMENT (OCT 2008) – ALTERNATE I (FEB 2002)**
- I.74 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**
- I.75 FAR 52.233-1 DISPUTES (JUL 2002) – ALTERNATE I (DEC 1991)**
- I.76 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) – ALTERNATE I (JUN 1985)**
- I.77 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**
- I.78 FAR 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)**

- I.79 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- I.80 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- I.81 FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- I.82 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- I.83 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- I.84 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- I.85 FAR 52.242-13 BANKRUPTCY (JUL 1995)
- I.86 FAR 52.243-2 CHANGES – COST REIMBURSEMENT (AUG 1987) – ALTERNATE I (APR 1984)
- I.87 FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)
- I.88 FAR 52.243-7 NOTIFICATION OF CHANGES (APR 1984)
- I.89 FAR 52.244-2 SUBCONTRACTS (JUN 2007) ALTERNATE I (JUN 2007)

- (a) Definitions.

As used in this clause— “Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—
 - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
 - (2) Is fixed-price and exceeds—
 - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
 - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

- (e)
 - (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
 - (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractor’s current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or

- (3) To relieve the Contractor of any responsibility for performing this contract.

- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

- I.90 FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)**
- I.91 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2009)**
- I.92 FAR 52.245-1 GOVERNMENT PROPERTY (JUN 2007)**
- I.93 FAR 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)**
- I.94 FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)**
- I.95 FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)**
- I.96 FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FALG COMMERCIAL VESSELS (FEB 2006)**
- I.97 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)**

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—
 - (1) By the Contractor under a cost-reimbursement contract; and
 - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

- (c) Contractors shall submit the above referenced transportation documents to—

[To be filled in by Contracting Officer]

I.98 FAR 52.248-1 VALUE ENGINEERING (FEB 2000)

I.99 FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004)

I.100 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)

I.101 FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

I.102 FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)

I.103 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

- (b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR 10) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

I.104 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.105 DEAR 952.202-1 DEFINITIONS (MAR 2002)

- (a) As prescribed in 902.200, insert the clause at FAR 52.202-1 in all contracts. The contracting officer shall substitute the following for paragraph (a) of the clause.
 - (a) Head of Agency means: (i) The Secretary; (ii) Deputy Secretary; (iii) Under Secretaries of the Department of Energy and (iv) the Chairman, Federal Energy Regulatory Commission.
 - (b) The following shall be added as paragraphs (h) and (i) except that they will be designated paragraphs (g) and (h) if Alternate I of the FAR clause is used.
 - (h) The term DOE means the Department of Energy, FERC means the Federal Energy Regulatory Commission, and NNSA means the National Nuclear Security Administration.
 - (i) The term Senior Procurement Executive means, for DOE: Department of Energy – Director, Office of Procurement and Assistance Management, DOE; National Nuclear Security Administration – Administrator for Nuclear Security, NNSA; and Federal Energy Regulatory Commission – Chairman, FERC.

I.106 DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

- (a) The Contractor shall comply with the requirements of the “DOE Contractor Employee Protection Program” at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or -leased sites.
- (b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

I.107 DEAR 952.204-2 SECURITY (AUG 2009)

- (a) Responsibility. It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and

requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

- (b) Regulations. The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.
- (c) Definition of Classified Information. The term Classified Information means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which is identified as National Security Information.
- (d) Definition of Restricted Data. The term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].
- (e) Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information: (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is

subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

- (f) Definition of National Security Information. The term "National Security Information" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.
- (g) Definition of Special Nuclear Material. The term "special nuclear material" means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) Access authorizations of personnel.
 - (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.
 - (2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.
 - (i) A review must: verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

- (ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).
- (iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those: (a) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (b) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.
- (iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR Part 707.4. All positions requiring access authorizations are deemed testing designated positions in accordance with 10 CFR Part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.
- (v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee

may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

- (vi) The Contractor must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization:
 - (A) The date(s) each Review was conducted;
 - (B) Each entity that provided information concerning the individual;
 - (C) A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;
 - (D) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and
 - (E) The results of the test for illegal drugs.
- (i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).
- (j) Foreign Ownership, Control, or Influence.
 - (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, Certificate Pertaining to Foreign Interests, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the

Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

- (2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.
 - (3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.
 - (4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.
- (k) Employment announcements. When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.
- (l) Flow down to subcontracts. The Contractor agrees to insert terms that conform substantially to the language of this clause, including this

paragraph, in all subcontracts under its contract that will require Subcontractor employees to possess access authorizations. Additionally, the Contractor must require such Subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required in DEAR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a Subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, Subcontractor means any Subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

I.108 DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity

appears to warrant classification, the contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

I.109 DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994)

- (a) In connection with any activities in the performance of this contract, the contractor agrees to comply with the "Sensitive Foreign Nations Controls" requirements attached to this contract, relating to those countries, which may from time to time, be identified to the contractor by written notice as sensitive foreign nations. The contractor shall have the right to terminate its performance under this contract upon at least 60 days' prior written notice to the contracting officer if the contractor determines that it is unable, without substantially interfering with its policies or without adversely impacting its performance to continue performance of the work under this contract as a result of such notification. If the contractor elects to terminate performance, the provisions of this contract regarding termination for the convenience of the Government shall apply.
- (b) The provisions of this clause shall be included in any subcontracts.

I.110 DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)

- (a) The Contractor must cooperate with the department in releasing unclassified information to the public and news media regarding doe policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.
- (b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.
- (c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.
- (d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.
- (e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with members of Congress relating to the effort performed under the contract.
- (f) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.
- (g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the department and fully and accurately credit the department for its role in

funding programs and projects resulting in scientific, technical, and other achievements.

I.111 DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)

- (a) Definitions.
 - (1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.
 - (2) Individual means a DOE contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.
- (b) Access to DOE computers. A contractor shall not allow an individual to have access to information on a DOE computer unless:
 - (1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and,
 - (2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.
- (c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.
- (d) Written records. The contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.

- (e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

I.112 DEAR 952.208-7 TAGGING OF LEASED VEHICLES (APR 1984)

- (a) DOE intends to use U.S. Government license tags.
- (b) While it is the intention that vehicles leased hereunder shall operate on Federal tags, the DOE reserves the right to utilize State tags if necessary to accomplish its mission. Should State tags be required, the contractor shall furnish the DOE the documentation required by the State to acquire such tags.

I.113 DEAR 952.208-70 PRINTING (APR 1984)

The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in title i of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8" by 11 inches one side only, one color. A requirement is defined as a single publication document.

- (1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.
- (2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the Contractor shall notify the Contracting Officer in writing and obtain the Contracting Officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a joint committee on printing authorized federal printing plant.
- (3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

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

I.114 DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) AND ALTERNATE I (JUL 2009)

- (a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
 - (1) Use of Contractor's Work Product.
 - (i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of (Contracting Officer see 48 CFR 909.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.
 - (ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be

ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

- (iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

- (i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not—
 - (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
 - (B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
 - (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
 - (D) release such information unless such information has previously been released or otherwise made available to the public by the Department.
- (ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under

this contract, it shall treat such information in accordance with any restrictions imposed on such information.

- (iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.
- (c) Disclosure after award.
 - (1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
 - (2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.
- (d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- (e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.
- (f) Subcontracts.

- (1) The Contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. The terms "contract," "Contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.
- (2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the Contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Contractor. If the conflict cannot be avoided or neutralized, the Contractor must obtain the approval of the DOE Contracting Officer prior to entering into the subcontract.

I.115 DEAR 952.217-70 ACQUISITION OF REAL PROPERTY (APR 1984)

- (a) Notwithstanding any other provision of the contract, the prior approval of the Contracting Officer shall be obtained when, in performance of this contract, the Contractor acquires or proposes to acquire use of real property by:
 - (1) purchase, on the government's behalf or in the Contractor's own name, with title eventually vesting in the government.
 - (2) lease, and the government assumes liability for, or will otherwise pay for the obligation under the lease as a reimbursable contract cost.
 - (3) acquisition of temporary interest through easement, license or permit, and the government funds the entire cost of the temporary interest.
- (b) Justification of and execution of any real property acquisitions shall be in accordance and compliance with directions provided by the Contracting Officer.

- (c) The substance of this clause, including this paragraph (a), shall be included in any subcontract occasioned by this contract under which property described in paragraph (a) of this clause shall be acquired.

I.116 DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)

Individual Occupational Radiation Exposure records generated in the performance of work under this contract shall be subject to inspection by DOE and shall be preserved by the Contractor until disposal is authorized by DOE or at the option of the Contractor delivered to DOE upon completion or termination of the contract. If the Contractor exercises the foregoing option, title to such records shall vest in DOE upon delivery.

I.117 DEAR 952.223-76 CONDITIONAL PAYMENT OF FEE OR PROFIT – SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION AND PROTECTION OF WORKER SAFETY AND HEALTH (AUG 2009)

- (a) General.

- (1) The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the Contractor's compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information (i.e., Formerly Restricted Data and National Security Information) and relating to the protection of worker safety and health, including compliance with applicable law, regulation, and DOE directives. The term "contractor" as used in this clause to address failure to comply shall mean "contractor or contractor employee."
- (2) In addition to other remedies available to the Federal Government, if the Contractor fails to comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information or relating to the protection of worker safety and health, the Contracting Officer may unilaterally reduce the amount of fee or profit that is otherwise payable to the Contractor in accordance with the terms and conditions of this clause.
- (3) Any reduction in the amount of fee or profit earned by the Contractor will be determined by the severity of the Contractor's

failure to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information or relating to worker safety and health pursuant to the degrees specified in paragraphs (c) and (d) of this clause.

- (b) Reduction Amount.
- (1) If in any period (see paragraph(b)(2) of this clause) it is found that the Contractor has failed to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information or relating to the protection of worker safety and health, the Contractor's fee or profit of the period may be reduced. Such reduction shall not be less than 26% nor greater than 100% of the total fee or profit earned for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure. The Contracting Officer must consider mitigating factors that may warrant a reduction below the specified range (see 48 CFR 904.402(c) and 48 CFR 923.7002(a)(2)). The mitigating factors include, but are not limited to, the following (v), (vi), (vii), and (viii) apply to worker safety and health (WS&H) only:
- (i) Degree of control the Contractor had over the event or incident.
 - (ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.
 - (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
 - (iv) General status (trend and absolute performance) of: safeguarding Restricted Data and other classified information and compliance in related security areas; or of protecting WS&H and compliance in related areas.
 - (v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial WS&H standards are routinely practiced (e.g., Voluntary Protection Program Star Status).

- (vi) Event caused by "Good Samaritan" act by the Contractor (e.g., offsite emergency response).
- (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain WS&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, WS&H programs).
- (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in WS&H by use of lessons-learned and best practices inter- and intra-DOE sites.

(2)

- (i) Except in the case of performance-based, firm-fixed-price contracts (see paragraph (b)(3) of this clause), the Contracting Officer, for purposes of this clause, will at the time of contract award, or as soon as practicable thereafter, allocate the total amount of fee or profit that is available under this contract to equal periods of [insert 6 or 12] months to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above for each period.
- (ii) Under this clause, the total amount of fee or profit that is subject to reduction in a period in which a performance failure occurs, in combination with any reduction made under any other clause in the contract that provides for a reduction to the fee or profit, shall not exceed the amount of fee or profit that is earned by the Contractor in the period established pursuant to paragraph (b)(2)(i) of this clause.

- (3) For performance-based firm-fixed-price contracts, the Contracting Officer will at the time of contract award include negative monetary incentives in the contract for Contractor violations relating to the

safeguarding of Restricted Data and other classified information and relating to protection of worker safety and health.

- (c) **Safeguarding Restricted Data and Other Classified Information.** Performance failures occur if the Contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failures relating to the Contractor's obligations under this contract for safeguarding of Restricted Data and other classified information are as follows:
- (1) **First Degree:** Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

- (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other classified information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
- (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (c)(1)(iii) of this clause).
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of

future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import will be considered third degree:

- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
 - (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.
 - (iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.
 - (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.
- (d) Protection of Worker Safety and Health. Performance failures occur if the contractor does not comply with the contract's WS&H terms and conditions, which may be included in the DOE approved contractor Integrated Safety Management System (ISMS). The degrees of performance failure under which reductions of fee or profit will be determined are:
- (1) First Degree: Performance failures that are most adverse to WS&H or could threaten the successful completion of a program or project. For contracts including ISMS requirements, failure to develop and obtain required DOE approval of WS&H aspects of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the WS&H aspects of the Contractor's ISMS.

The following performance failures or performance failures of similar import will be deemed first degree:

- (i) Type A accident (defined in DOE Order 225.1A).
- (ii) Two Second Degree performance failures during an evaluation period.

(2) Second Degree: Performance failures that are significantly adverse to WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. The following performance failures or performance failures of similar import will be considered second degree:

- (i) Type B accident (defined in DOE Order 225.1A).
- (ii) Non-compliance with approved WS&H aspects of an ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.
- (iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.

(3) Third Degree: Performance failures that reflect a lack of focus on improving WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in potential breakdown of the Contractor's WS&H system. The following performance failures or performance failures of similar import will be considered third degree:

- (i) Failure to implement effective corrective actions to address deficiencies/non-compliance documented through external (e.g., Federal) oversight and/or reported per DOE Order 232.1A requirements, or internal oversight of DOE O 440.1A requirements.

- (ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant WS&H system breakdown.
- (iii) Non-compliances that either have, or may have, significant negative impacts to workers that indicate a significant WS&H system breakdown.
- (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

I.118 RESERVED

I.119 DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

- (a) Definition. Eligible employee means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.
- (b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.
- (c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

I.120 DEAR 952.231-71 INSURANCE-LITIGATION AND CLAIMS (AUG 2009)

- (a) The Contractor may, with the prior written authorization of the Contracting Officer, and shall, upon the request of the Government, initiate litigation against third parties, including proceedings before administrative

agencies, in connection with this contract. The Contractor shall proceed with such litigation in good faith and as directed from time to time by the Contracting Officer.

- (b) The Contractor shall give the Contracting Officer immediate notice in writing of any legal proceeding, including any proceeding before an administrative agency, filed against the Contractor arising out of the performance of this contract. 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 with respect to such action. The Contractor, with the prior written authorization of the Contracting Officer, shall proceed with such litigation in good faith and as directed from time to time by the Contracting Officer.

- (c)
 - (1) Except as provided in paragraph (c)(2) of this clause, the Contractor shall procure and maintain such bonds and insurance as required by law or approved in writing by the Contracting Officer.
 - (2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
 - (3) All bonds and insurance required by this clause shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with sureties and insurers approved by the Contracting Officer.

- (d) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other bonds and insurance that are maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement. If an insurance cost (whether a premium for commercial insurance or related to self-insurance) includes a portion covering costs made unallowable elsewhere in the contract, and the share of the cost for coverage for the unallowable cost is determinable, the portion of the cost that is otherwise an allowable cost under this contract is reimbursable to the extent determined by the Contracting Officer.

- (e) Except as provided in paragraphs (g) and (h) of this clause, or specifically disallowed elsewhere in this contract, the Contractor shall be reimbursed—
 - (1) For that portion of the reasonable cost of bonds and insurance allocable to this contract required in accordance with contract terms or approved under this clause, and
 - (2) For liabilities (and reasonable expenses incidental to such liabilities, including litigation costs) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or limitation of funds clause of this contract.
- (f) The Government's liability under paragraph (e) of this clause is subject to the availability of appropriated funds. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.
- (g) Notwithstanding any other provision of this contract, the Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities, including litigation costs, counsel fees, judgment and settlements)-
 - (1) Which are otherwise unallowable by law or the provisions of this contract; or
 - (2) For which the Contractor has failed to insure or to maintain insurance as required by law, this contract, or by the written direction of the Contracting Officer.
- (h) In addition to the cost reimbursement limitations contained in 48 CFR Part 31, as supplemented in 48 CFR Part 931, and notwithstanding any other provision of this contract, the Contractor's liabilities to third persons, including employees but excluding costs incidental to workers' compensation actions (and any expenses incidental to such liabilities, including litigation costs, counsel fees, judgments and settlements), shall not be reimbursed if such liabilities were caused by Contractor managerial personnel's—
 - (1) Willful misconduct;
 - (2) Lack of good faith; or

- (3) Failure to exercise prudent business judgment, which means failure to act in the same manner as a prudent person in the conduct of competitive business; or, in the case of a non-profit educational institution, failure to act in the manner that a prudent person would under the circumstances prevailing at the time the decision to incur the cost is made.
- (i) The burden of proof shall be upon the Contractor to establish that costs covered by paragraph (h) of this clause are allowable and reasonable if, after an initial review of the facts, the Contracting Officer challenges a specific cost or informs the Contractor that there is reason to believe that the cost results from willful misconduct, lack of good faith, or failure to exercise prudent business judgment by Contractor managerial personnel.
- (j)
 - (1) All litigation costs, including counsel fees, judgments and settlements shall be differentiated and accounted for by the Contractor so as to be separately identifiable. If the Contracting Officer provisionally disallows such costs, then the Contractor may not use funds advanced by DOE under the contract to finance the litigation.
 - (2) Punitive damages are not allowable unless the act or failure to act which gave rise to the liability resulted from compliance with specific terms and conditions of the contract or written instructions from the Contracting Officer.
 - (3) The portion of the cost of insurance obtained by the Contractor that is allocable to coverage of liabilities referred to in paragraph (g)(1) of this clause is not allowable.
 - (4) The term "contractor's managerial personnel" is defined in the Property clause in this contract.
- (k) The Contractor may at its own expense and not as an allowable cost procure for its own protection insurance to compensate the Contractor for any unallowable or non-reimbursable costs incurred in connection with contract performance.
- (l) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor

under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall-

- (1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;
- (2) Authorize Department representatives to collaborate with: in-house or DOE-approved outside counsel in settling or defending the claim; or counsel for the insurance carrier in settling or defending the claim if the amount of the liability claimed exceeds the amount of coverage, unless precluded by the terms of the insurance contract; and
- (3) Authorize Department representatives to settle the claim or to defend or represent the Contractor in and/or to take charge of any litigation, if required by the Department, if the liability is not insured or covered by bond. In any action against more than one Department Contractor, the Department may require the Contractor to be represented by common counsel. Counsel for the Contractor may, at the Contractor's own expense, be associated with the Department representatives in any such claim or litigation.

I.121 DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)

- (a) Authority. This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)
- (b) Definitions. The definitions set out in the Act shall apply to this clause.
- (c) Financial protection. Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.
- (d)

- (1) Indemnification. To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.
 - (2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.
- (e)
- (1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.
 - (2) In the event of an extraordinary nuclear occurrence which:
 - (i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or
 - (ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or
 - (iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing

special nuclear material or by-product material, during the course of the contract activity; or

- (iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:
 - (A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:
 - 1. Negligence;
 - 2. Contributory negligence;
 - 3. Assumption of risk; or
 - 4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;
 - (B) Any issue or defense as to charitable or governmental immunity; and
 - (C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.
- (v) The term extraordinary nuclear occurrence means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.
- (vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or

site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.

- (3) The waivers set forth above:
- (i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;
 - (ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;
 - (iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;
 - (iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant
 - (v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
 - (vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;
 - (vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and
 - (viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.

- (f) Notification and litigation of claims. The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.
- (g) Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.
- (h) Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.
- (i) Civil penalties. The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any 1-year period (as determined by the Secretary) under this contract.

- (j) Criminal penalties. Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.
- (k) Inclusion in subcontracts. The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

I.122 DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)

- (a) The Contractor shall take advantage of travel discounts offered to Federal Contractor employee travelers by AMTRAK, hotels, motels, or car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available. Vendors providing these services may require the Contractor employee to furnish them a letter of identification signed by the authorized Contracting Officer.
- (b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.
- (c) Discount rail service. AMTRAK voluntarily offers discounts to Federal travelers on official business and sometimes extends those discounts to Federal contractor employees.
- (d) Hotels/motels. Many lodging providers extend their discount rates for Federal employees to Federal contractor employees.
- (e) Car rentals. Surface Deployment and Distribution Command (SDDC) of the Department of Defense negotiates rate agreements with car rental companies that are available to Federal travelers on official business. Some car rental companies extend those discounts to Federal contractor employees.

- (f) Obtaining travel discounts.
 - (1) To determine which vendors offer discounts to Government contractors, the Contractor may review commercial publications such as the Official Airline guides Official Traveler, Innovata, or National Telecommunications. The Contractor may also obtain this information from GSA contract Travel Management Centers or the Department of Defense's Commercial Travel Offices.
 - (2) The vendor providing the service may require the Government contractor to furnish a letter signed by the Contracting Officer. The following illustrates a standard letter of identification.

OFFICIAL AGENCY LETTERHEAD

TO: Participating Vendor

SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR

(FULL NAME OF TRAVELER), the bearer of this letter is an employee of (COMPANY NAME) which has a contract with this agency under Government contract (CONTRACT NUMBER). During the period of the contract (GIVE DATES), AND WITH THE APPROVAL OF THE CONTRACT VENDOR, the employee is eligible and authorized to use available travel discount rates in accordance with Government contracts and/or agreements. Government Contract City Pair fares are not available to Contractors.

SIGNATURE, Title and telephone number of Contracting Officer

I.123 DEAR 970.5203-1 MANAGEMENT CONTROLS (JUN 2007)

- (a)
 - (1) The contractor shall be responsible for maintaining, as an integral part of its organization, effective systems of management controls for both administrative and programmatic functions. Management controls comprise the plan of organization, methods, and procedures adopted including consideration of outsourcing of functions by management to reasonably ensure that: the mission and functions assigned to the contractor are properly executed; efficient and effective operations are promoted; resources are

safeguarded against waste, loss, mismanagement, unauthorized use, or misappropriation; all encumbrances and costs that are incurred under the contract and fees that are earned are in compliance with applicable clauses and other current terms, conditions, and intended purposes; all collections accruing to the contractor in connection with the work under this contract, expenditures, and all other transactions and assets are properly recorded, managed, and reported; and financial, statistical, and other reports necessary to maintain accountability and managerial control are accurate, reliable, and timely.

- (2) The systems of controls employed by the contractor shall be documented and satisfactory to DOE.
 - (3) Such systems shall be an integral part of the contractor's management functions, including defining specific roles and responsibilities for each level of management, and holding employees accountable for the adequacy of the management systems and controls in their areas of assigned responsibility.
 - (4) The contractor shall, as part of the internal audit program required elsewhere in this contract, periodically review the management systems and controls employed in programs and administrative areas to ensure that they are adequate to provide reasonable assurance that the objectives of the systems are being accomplished and that these systems and controls are working effectively. Annually, or at other intervals directed by the contracting officer, the contractor shall supply to the contracting officer copies of the reports reflecting the status of recommendations resulting from management audits performed by its internal audit activity and any other audit organization. This requirement may be satisfied in part by the reports required under paragraph (i) of 970.5232-3, Accounts, records, and inspection.
- (b) The contractor shall be responsible for maintaining, as a part of its operational responsibilities, a baseline quality assurance program that implements documented performance, quality standards, and control and assessment techniques.

**I.124 DEAR 970.5203-2 PERFORMANCE IMPROVEMENT AND COLLABORATION
(MAY 2006)**

- (a) The contractor agrees that it shall affirmatively identify, evaluate, and institute practices, where appropriate, that will improve performance in the areas of environmental and health, safety, scientific and technical, security, business and administrative, and any other areas of performance in the management and operation of the contract. This may entail the alteration of existing practices or the institution of new procedures to more effectively or efficiently perform any aspect of contract performance or reduce overall cost of operation under the contract. Such improvements may result from changes in organization, outsourcing decisions, simplification of systems while retaining necessary controls, or any other approaches consistent with the statement of work and performance measures of this contract.
- (b) The contractor agrees to work collaboratively with the Department, all other management and operating, DOE major facilities management contractors and affiliated contractors which manage or operate DOE sites or facilities for the following purposes: (i) to exchange information generally, (ii) to evaluate concepts that may be of benefit in resolving common issues, in confronting common problems, or in reducing costs of operations, and (iii) to otherwise identify and implement DOE-complex-wide management improvements discussed in paragraph (a). In doing so, it shall also affirmatively provide information relating to its management improvements to such contractors, including lessons learned, subject to security considerations and the protection of data proprietary to third parties.
- (c) The contractor may consult with the contracting officer in those instances in which improvements being considered pursuant to paragraph (a) involve the cooperation of the DOE. The contractor may request the assistance of the contracting officer in the communication of the success of improvements to other management and operating contractors in accordance with paragraph (b) of this clause.
- (d) The contractor shall notify the contracting officer and seek approval where necessary to fulfill its obligations under the contract. Compliance with this clause in no way alters the obligations of the Contractor under any other provision of this contract.

I.125 DEAR 970.5204-1 COUNTERINTELLIGENCE (DEC 2000)

- (a) The contractor shall take all reasonable precautions in the work under this contract to protect DOE programs, facilities, technology, personnel,

unclassified sensitive information and classified matter from foreign intelligence threats and activities conducted for governmental or industrial purposes, in accordance with DOE Order 5670.3, Counterintelligence Program; Executive Order 12333, U.S. Intelligence Activities; and other pertinent national and Departmental Counterintelligence requirements.

- (b) The contractor shall appoint a qualified employee(s) to function as the Contractor Counterintelligence Officer. The Contractor Counterintelligence Officer will be responsible for conducting defensive Counterintelligence briefings and debriefings of employees traveling to foreign countries or interacting with foreign nationals; providing thoroughly documented written reports relative to targeting, suspicious activity and other matters of Counterintelligence interest; immediately reporting targeting, suspicious activity and other Counterintelligence concerns to the DOE Headquarters Counterintelligence Division; and providing assistance to other elements of the U.S. Intelligence Community as stated in the aforementioned Executive Order, the DOE Counterintelligence Order, and other pertinent national and Departmental Counterintelligence requirements.

I.126 DEAR 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000)

- (a) In performing work under this contract, the Contractor shall comply with the requirements of applicable federal, state, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A list of applicable laws and regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.
- (b) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the list of applicable directives (List B) appended to this contract. Except as otherwise provided for in paragraph (c) of this clause, the Contracting Officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise List B and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost

and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the contractor shall advise the contracting officer in writing of the potential impact of the contractor's compliance with the revised list. Based on the information provided by the contractor and any other information available, the Contracting Officer shall decide whether to revise List B and so advise the Contractor not later than 30 days prior to the effective date of the revision of List B. The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, "Changes."

- (c) Environmental, Safety, and Health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved safety management system implemented under the clause entitled "Integration of Environmental, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by list b. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.
- (d) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this contract.
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

I.127 DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the contractor either as the contracting officer may from time to time direct during the progress of the work or, in any event, as the contracting officer shall direct upon completion or termination of the contract.
- (b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause. [The contracting officer shall identify which of the following categories of records will be included in the clause.]
- (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the contract as being maintained in Privacy Act systems of records. [70 FR 37010 Jun. 28, 2005]
 - (2) Confidential contractor financial information, and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
 - (3) Records relating to any procurement action by the contractor, except for records that under 48CFR 970.5232-3, Accounts, Records, and Inspection, are described as the property of the Government; and
 - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
 - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
 - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other

financial information, or commercialization plans, and all related documents, notes and correspondence.

- (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
- (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

I.128 DEAR 970.5223-1 -- INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)

- (a) For the purposes of this clause,
 - (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
 - (2) Employees include subcontractor employees.
- (b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:
 - (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.
 - (2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.

- (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
 - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
 - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
 - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
 - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.
- (c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:
- (1) Define the scope of work;
 - (2) Identify and analyze hazards associated with the work;
 - (3) Develop and implement hazard controls;
 - (4) Perform work within controls; and

- (5) Provide feedback on adequacy of controls and continue to improve safety management.
- (d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.
- (e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.
- (f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.
- (g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be

entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

- (h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.
- (i) The contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may choose not to require the subcontractor to submit a Safety Management System for the contractor's review and approval.

I.129 DEAR 970.5223-2 AFFIRMATIVE PROCUREMENT PROGRAM AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

- (a) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423 and the U.S. Department of Energy (DOE) Affirmative Procurement Program Guidance. This guidance includes requirements concerning environmentally preferable products and services, recycled content products and biobased products. This guidance is available on the Internet.
- (b) In complying with the requirements of paragraph (a) of this clause, the Contractor shall coordinate its activities with the DOE Recycling Coordinator. Reports required by paragraph (c) of this clause shall be submitted through the DOE Recycling Coordinator.
- (c) The Contractor shall prepare and submit reports, at the end of the Federal fiscal year, on matters related to the acquisition of items designated in EPA's Comprehensive Procurement Guidelines that Federal agencies and their Contractors are to procure with recovered/recycled content.
- (d) If the Contractor subcontracts a significant portion of the operation of the Government facility which includes the acquisition of items designated in EPA's Comprehensive Procurement Guidelines, the subcontract shall contain a clause substantially the same as this clause. The EPA Comprehensive Procurement Guidelines identify products which Federal

agencies and their Contractors are to procure with recycled content pursuant to 40 CFR 247. Examples of such a subcontract would be operation of the facility supply function, construction or remodeling at the facility, or maintenance of the facility motor vehicle fleet. In situations in which the facility management contractor can reasonably determine the amount of products with recovered/recycled content to be acquired under the subcontract, the facility management contractor is not required to flow down the reporting requirement of this clause. Instead, the facility management contractor may include such quantities in its own report and include an agreement in the subcontract that such products will be acquired with recovered/recycled content and that the subcontractor will advise if it is unable to procure such products with recovered/recycled content because the product is not available (i) competitively within a reasonable time, (ii) at a reasonable price, or, (iii) within the performance requirements. If reports are required of the subcontractor, such reports shall be submitted to the facility management contractor. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties.

- (e) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "subcontractor" and the term "DOE Recycling Coordinator" will be understood to mean "Contractor Recycling Coordinator."

I.130 DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)

- (a) Program Implementation. The contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (b) Remedies. In addition to any other remedies available to the Government, the contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.
- (c) Subcontracts.

- (1) The contractor agrees to notify the contracting officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the contractor believes may be subject to the requirements of 10 CFR part 707.
- (2) The DOE prime contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE prime contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.
- (3) The contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

I.131 DEAR 970.5226-2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)

Consistent with the objectives of Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, 42 U.S.C. 7274h, in instances where the Department of Energy has determined that a change in workforce at a Department of Energy Defense Nuclear Facility is necessary, the contractor agrees to (1) comply with the Department of Energy Workforce Restructuring Plan for the facility, if applicable, and (2) use its best efforts to accomplish workforce restructuring or displacement so as to mitigate social and economic impacts.

The requirements of this clause shall be included in subcontracts at any tier (except subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

I.132 DEAR 970.5227-1 RIGHTS IN DATA—FACILITIES (DEC 2000)

- (a) Definitions.
 - (1) “Computer data bases”, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in,

processed, and operated on by a computer. The term does not include computer software.

- (2) “Computer software”, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.
- (3) “Data”, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term “data” does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.
- (4) “Limited rights data”, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The government’s rights to use, duplicate, or disclose limited rights data are as set forth in the limited rights notice of subparagraph (e) of this clause.
- (5) “Restricted computer software”, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The government’s rights to use, duplicate, or disclose restricted computer software are as set forth in the restricted rights notice of paragraph (f) of this clause.
- (6) “Technical data”, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

- (7) “Unlimited rights”, as used in this clause, means the right of the government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.
- (b) Allocation of rights.
- (1) The government shall have:
- (i) ownership of all technical data and computer software first produced in the performance of this contract;
 - (ii) unlimited rights in technical data and computer software specifically used in the performance of this contract, except as provided herein regarding copyright, limited rights data, or restricted computer software, or except for other data specifically protected by statute for a period of time or, where, approved by DOE, appropriate instances of the DOE work for others program;
 - (iii) the right to inspect technical data and computer software first produced or specifically used in the performance of this contract at all reasonable times. The Contractor shall make available all necessary facilities to allow DOE personnel to perform such inspection;
 - (iv) the right to have all technical data and computer software first produced or specifically used in the performance of this contract delivered to the government or otherwise disposed of by the Contractor, either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. The Contractor agrees to leave a copy of such data at the facility or plant, to which such data relate, and to make available for access or to deliver to the government such data upon request by the Contracting Officer. If such data are limited rights data or restricted computer software, the rights of the government in such data shall be governed solely by the provisions of paragraph (e) of this clause (“Rights in Limited Rights Data”)

or paragraph (f) of this clause (“Rights in Restricted Computer Software”); and

- (v) the right to remove, cancel, correct, or ignore any markings not authorized by the terms of this contract on any data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the contractor of the action taken.

(2) The Contractor shall have:

- (i) the right to withhold limited rights data and restricted computer software unless otherwise provided in accordance with the provisions of this clause; and
- (ii) the right to use for its private purposes, subject to patent, security or other provisions of this contract, data it first produces in the performance of this contract, except for data in DOE’s Uranium Enrichment Technology, including diffusion, centrifuge, and atomic vapor laser isotope separation, provided the data requirements of this contract have been met as of the date of the private use of such data.

(3) The Contractor agrees that for limited rights data or restricted computer software or other technical, business or financial data in the form of recorded information which it receives from, or is given access to by, DOE or a third party, including a DOE contractor or subcontractor, and for technical data or computer software it first produces under this contract which is authorized to be marked by DOE, the Contractor shall treat such data in accordance with any restrictive legend contained thereon.

(c) Copyrighted material.

- (1) The Contractor shall not, without prior written authorization of the patent counsel, assert copyright in any technical data or computer software first produced in the performance of this contract. To the extent such authorization is granted, the government reserves for itself and others acting on its behalf, a nonexclusive, paid-up, irrevocable, world-wide license for governmental purposes to

publish, distribute, translate, duplicate, exhibit, and perform any such data copyrighted by the contractor.

- (2) The Contractor agrees not to include in the technical data or computer software delivered under the contract any material copyrighted by the Contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the government of the same scope as set forth in paragraph (c)(1) of this clause. If the contractor believes that such copyrighted material for which the license cannot be obtained must be included in the technical data or computer software to be delivered, rather than merely incorporated therein by reference, the contractor shall obtain the written authorization of the contracting officer to include such material in the technical data or computer software prior to its delivery.

(d) Subcontracting.

- (1) Unless otherwise directed by the Contracting Officer, the Contractor agrees to use in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data in accordance with the policy and procedures of 48 CFR subpart 27.4 as supplemented by 48 CFR 927.401 through 927.409, the clause entitled "Rights in Data-General" at 48 CFR 52.227-14 modified in accordance with 927.409(a) and including Alternate V. Alternates II through IV of that clause may be included as appropriate with the prior approval of DOE patent counsel, and the Contractor shall not acquire rights in a subcontractor's limited rights data or restricted computer software, except through the use of alternates II or III, respectively, without the prior approval of DOE patent counsel. The clause at 48 CFR 52.227-16, Additional Data Requirements, shall be included in subcontracts in accordance with DEAR 927.409(h). The Contractor shall use instead the Rights in Data-Facilities clause at 48 CFR 970.5227-1 in subcontracts, including subcontracts for related support services, involving the design or operation of any plants or facilities or specially designed equipment for such plants or facilities that are managed or operated under its contract with DOE.

- (2) It is the responsibility of the Contractor to obtain from its subcontractors technical data and computer software and rights therein, on behalf of the government, necessary to fulfill the Contractor's obligations to the government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the government such rights, the Contractor shall:
 - (i) promptly submit written notice to the Contracting Officer setting forth reasons or the subcontractor's refusal and other pertinent information which may expedite disposition of the matter, and
 - (ii) not proceed with the subcontract without the written authorization of the contracting officer.
- (3) Neither the Contractor nor higher-tier subcontractors shall use their power to award subcontracts as economic leverage to acquire rights in a subcontractor's limited rights data or restricted computer software for their private use.
- (e) Rights in limited rights data.

Except as may be otherwise specified in this contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the government an irrevocable, nonexclusive, paid-up license by or for the government, in any limited rights data of the contractor specifically used in the performance of this contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the contractor at the time of initial delivery to the government or a representative of the government, such data shall not be used within or outside the government except as provided in the "limited rights notice" set forth. All such limited rights data shall be marked with the following "limited rights notice":

Limited rights notice

These data contain "limited rights data," furnished under contract no. _____ with the United States Department of Energy which may be duplicated and used by the government with the express limitations that the "limited rights data" may not be disclosed outside the government or be used for purposes of manufacture without prior

permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:

- (a) use (except for manufacture) by support services contractors within the scope of their contracts;
- (b) this “limited rights data” may be disclosed for evaluation purposes under the restriction that the “limited rights data” be retained in confidence and not be further disclosed;
- (c) this “limited rights data” may be disclosed to other contractors participating in the government’s program of which this contract is a part for information or use (except for manufacture) in connection with the work performed under their contracts and under the restriction that the “limited rights data” be retained in confidence and not be further disclosed;
- (d) this “limited rights data” may be used by the government or others on its behalf for emergency repair or overhaul work under the restriction that the “limited rights data” be retained in confidence and not be further disclosed; and
- (e) release to a foreign government, or instrumentality thereof, as the interests of the United States government may require, for information or evaluation, or for emergency repair or overhaul work by such government. This notice shall be marked on any reproduction of this data in whole or in part.

(End of Notice)

- (f) Rights in restricted computer software.
 - (1) Except as may be otherwise specified in this contract as data which are not subject to this paragraph, the contractor agrees to and does hereby grant to the government an irrevocable, nonexclusive, paid-up, license by or for the government, in any restricted computer software of the Contractor specifically used in the performance of this contract, provided, however, that to the extent that any restricted computer software when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the government or a representative of the government, such data shall not be used within or outside the government except as

provided in the “restricted rights notice” set forth below. All such restricted computer software shall be marked with the following “Restricted Rights Notice”:

Restricted Rights Notice-Long Form

- (a) This computer software is submitted with restricted rights under Department of Energy contract no. _____. It may not be used, reproduced, or disclosed by the government except as provided in paragraph (b) of this notice.
- (b) This computer software may be:
 - (1) used or copied for use in or with the computer or computers for which it was acquired, including use at any government installation to which such computer or computers may be transferred;
 - (2) used, copied for use, in a backup or replacement computer if any computer for which it was acquired is inoperative or is replaced;
 - (3) reproduced for safekeeping (archives) or backup purposes;
 - (4) modified, adapted, or combined with other computer software, provided that only the portions of the derivative software consisting of the restricted computer software are to be made subject to the same restricted rights; and
 - (5) disclosed to and reproduced for use by contractors under a service contract (of the type defined in 48 CFR 37.101) in accordance with subparagraphs (b)(1) through (4) of this notice, provided the government makes such disclosure or reproduction subject to these restricted rights.
- (c) Notwithstanding the foregoing, if this computer software has been published under copyright, it is licensed to the government, without disclosure prohibitions, with the rights set forth in the restricted rights notice above

(d) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of Notice)

- (2) Where it is impractical to include the restricted rights notice on restricted computer software, the following short-form notice may be used in lieu thereof:

Restricted Rights Notice—Short Form

Use, reproduction, or disclosure is subject to restrictions set forth in the long form notice of DOE contract no.

_____ with _____.

(End of Notice)

- (3) If the software is embedded, or if it is commercially impractical to mark it with human readable text, then the symbol r and the clause date (mo/yr), in brackets or a box, a [r-mo/yr], may be used. This will be read to mean restricted computer software, subject to the rights of the government as described in the long form notice, in effect as of the date indicated next to the symbol. The symbol shall not be used to mark human readable material. In the event this contract contains any variation to the rights in the long form notice, then the contract number must also be cited.
- (4) if restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, the software will be presumed to be published copyrighted computer software licensed to the government without disclosure prohibitions and with unlimited rights, unless the contractor includes the following statement with such copyright notice “unpublished-rights reserved under the copyright laws of the United States.”
- (g) Relationship to patents. Nothing contained in this clause creates or is intended to imply a license to the government in any patent or is intended to be construed as affecting the scope of any licenses or other rights otherwise granted to the government under any patent.

I.133 DEAR 970.5231-4 PREEXISTING CONDITIONS (DEC 2000) ALTERNATE II (DEC 2000)

- (a) The Department of Energy agrees to reimburse the Contractor, and the Contractor shall not be held responsible, for any liability (including without limitation, a claim involving strict or absolute liability and any civil fine or penalty), expense, or remediation cost, but limited to those of a civil nature, which may be incurred by, imposed on, or asserted against the Contractor arising out of any condition, act, or failure to act which occurred before the contractor assumed responsibility on _____. To the extent the acts or omissions of the contractor cause or add to any liability, expense or remediation cost resulting from conditions in existence prior to _____, the contractor shall be responsible in accordance with the terms and conditions of this contract.
- (b) The obligations of the Department of Energy under this clause are subject to the availability of appropriated funds.
- (c) The contractor has the duty to inspect the facilities and sites and timely identify to the contracting officer those conditions which it believes could give rise to a liability, obligation, loss, damage, penalty, fine, claim, action, suit, cost, expense, or disbursement or areas of actual or potential noncompliance with the terms and conditions of this contract or applicable law or regulation. The contractor has the responsibility to take corrective action, as directed by the contracting officer and as required elsewhere in this contract.

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

**ATTACHMENT J1 – PADUCAH LIST OF APPLICABLE LAWS AND REGULATIONS
(LIST A)**

ATTACHMENT J2 – PADUCAH LIST OF APPLICABLE DOE DIRECTIVES (LIST B)

**ATTACHMENT J3 – PADUCAH INFRASTRUCTURE ACCOUNTABLE PROPERTY
LIST**

ATTACHMENT J4 – PADUCAH LIST OF DELIVERABLES

**ATTACHMENT J5 – PADUCAH SECURITY CLASSIFICATION SPECIFICATION
(CSCS)**

**ATTACHMENT J6 – PADUCAH WAGE DETERMINATION (SERVICE CONTRACT
ACT)**

**ATTACHMENT J7 – PADUCAH COLLECTIVE BARGAINING AGREEMENT WAGE
DETERMINATION**

**ATTACHMENT J8 – PADUCAH FACILITIES/AREAS ASSIGNMENT OF
RESPONSIBILITY**

ATTACHMENT J9 – PADUCAH SUBCONTRACTOR LIST

**SECTION J-LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
ATTACHMENT J1 – PADUCAH LIST OF APPLICABLE LAWS AND REGULATIONS
(LIST A)**

SECTION J-LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PADUCAH LIST OF APPLICABLE LAWS AND REGULATIONS (LIST A)

Pursuant to Section I clause 970.5204-2 Laws, Regulations and DOE Directives (Dec 2000), this Attachment 2 contains the list of laws, regulations (List A), and the list of directives (List B), applicable to work performed under this contract. Omission of any applicable law or regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation.

List A

CONSENSUS STANDARDS	
American Industrial Hygiene Association (AIHA) "Emergency Response Planning Guidelines (ERPGs)"	
IEEE N323A- "Radiation Protection Instrumentation Test and Calibration- 05/01/97"	
American Public Health Association, American Water Works Assoc., Water Environment Fed., "Standard Methods for Water and Wastewater" (most current version)	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, SW 846, "Test Methods for Evaluating Solid Waste" (most current version) Nov. 1986	
U.S. EPA Manual, "Contract Laboratory Program Statement of Work for Organic and Inorganic Analyses" (most current version)	
U. S. EPA Manual, 400-R-92-001, "Manual of Protective Action Guides and Protective Actions for Nuclear Incidents", 1991	
Statement of Federal Financial Accounting Standards 6, 87, 106, 132	
NFPA 1 Fire Prevention Code	
NFPA 55 Compressed and Liquefied Gases in Portable Cylinders	
NFPA 232, Standard for the Protection of Records	
NFPA 505 Powered Industrial Trucks Including Type Designations, areas of Use, Maintenance and Operations 1992 Edition	
PUBLIC LAWS	
5 U.S.C. 552 et seq.	Freedom of Information Act (FOIA)
5 U.S.C. Appendix 2	Federal Advisory Committee Act (FACA)
18 U.S.C. 1170 and 25 U.S.C. 3001	Native American Graves Protection and Repatriation Act of 1990 (NAGPRA)
15 U.S.C. 2601	Toxic Substances Control Act (TSCA)
16 U.S.C. 470	National Historic Preservation Act (NHPA)
16 U.S.C. 469	Archeological and Historic Preservation Act (AHPA)
16 U.S.C. 470	Archeological Resources Protection Act (ARPA)
16 U.S.C. 703	Migratory Bird Treaty Act
16 U.S.C. 661	Fish and Wildlife Coordination Act

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16 U.S.C. 2901	Fish and Wildlife Conservation Act
20 U.S.C., Ch. 6A, Sec. 107a	Randolph-Sheppard Vending Stand Act, as amended
29 U.S.C. 401 et seq.	Labor-Management Reporting and Disclosure Act of 1959
33 U.S.C. 1251	Clean Water Act (CWA)
40 U.S.C. 20	Federal Motor Vehicle Expenditure Control
40 U.S.C. 483	Federal Property Administrative Services Act
41 U.S.C. 422	Cost Accounting Standard Board
42 U.S.C. 2021 et seq.	Low-Level Radioactive Waste Policy Act, as amended
42 U.S.C. 2168 et seq.	Prohibition Against Dissemination of Certain Unclassified Information
42 U.S.C. 2286	Defense Nuclear Facilities Safety Board
42 U.S.C. 2297h-8	(Section 633 of the Energy Policy Act of 2005), Employee Protections, United States Enrichment Corporation Privatization
42 U.S.C. 7401	Clean Air Act (CAA)
42 U.S.C. 7256	National Defense Authorization Act
42 U.S.C. 7512	Classification and Attainment Dates
42 U.S.C. 7384	Energy Employees Occupational Illness Compensation Program Act (EEOICPA), Public Law 106-398
42 U.S.C. 11411	Title V of the Stewart B. McKinney Homeless Assistance Act, as amended
42 U.S.C. 2011-2259	Atomic Energy Act (AEA)
42 U.S.C. 9601	Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)
42 U.S.C. 7256	CERCLA Amendment
42 U.S.C. 9605	CERCLA National Contingency Plan (NCP)
42 U.S.C. 11001 - 11050	CERCLA Emergency Planning and Community Right to Know Act (EPCRA)
42 U.S.C. 9620	CERCLA Federal Facility Agreement (FFA)
42 U.S.C. 4321	National Environmental Policy Act (NEPA)
42 U.S.C. 300f	Safe Drinking Water Act (SDWA)
42 U.S.C. 13101-13109	Pollution Prevention Act (PPA)
42 U.S.C. 6901	Resource Conservation & Recovery Act (RCRA)
44 U.S.C. 29, 31, 33 and 36	Federal Records Act
16 U.S.C 1531	Endangered Species Act (ESA)
OMB Circular A-11	Preparation and Submission of Budget Estimates

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	Federal Facility Compliance Agreement, U.S. EPA Docket FFCA-HW-001; Task 2, Work Plan Requirements, section d. Quality Assurance Project Plan, sections 1 and 2.
	International Air Transportation Association (IATA), "Dangerous Goods Regulations", most current version
	International Civil Aviation Organization (ICAO), Doc. 9284-AN/905 "Technical Instruction for the Safe Transport of Dangerous Goods"
	International Maritime Organization, "International Maritime Dangerous Goods Code", most current version
Public Law 97-255	Federal Managers Financial Integrity Act of 1982
Public Law 99-272	Consolidated Omnibus Reconciliation Act of 1985
Public Law 100-679	Office of Federal Procurement Policy Act Amendments of 1988
Public Law 102-368	Federal Facility Compliance Act of 1992
	Energy Policy Act of 1992
	National Defense Authorization Act of 1993
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management and its Implementing Instructions
Executive Order 13221	Energy Efficient Standby Power Devices
	CODE OF FEDERAL REGULATIONS
	Title 10 – Energy
Part 61	Low Level Waste Policy Act Amendments
Part 76	AEA-Residual Site Hazards Management
Part 110	Export and Import of Nuclear Equipment and Material
Part 707	Workplace Substance Abuse Programs at DOE Sites
Part 719	Contractor Legal Management Requirements
Part 810	Assistance to Foreign Atomic Energy Activities
Part 820	Procedural Rules for DOE Nuclear Activities 10 CFR 820
Part 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
Part 830	Nuclear Safety Management
Part 835	Occupational Radiation Protection, Amended 12/4/98 as described in a DOE approved RPP
Part 850	Chronic Beryllium Disease Prevention Program
Part 851	Worker Safety and Health Program
Part 860	Trespassing on Administration Property
Part 1008	Prohibition Against Disclosure (Privacy Act)
Part 1017	Identification and Protection of Unclassified Controlled Nuclear Information
Part 1021	DOE National Environmental Policy Act Implementing Procedures

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Part 1022	Compliance with Floodplain/Wetlands Environmental Review Requirements
Part 1046	Physical Protection of Security Interests; Protective Force Personnel
Part 1046.13	Physical Protection of Security Interests; Medical Certification
Part 1046 Appendix A	Physical Protection of Security Interests; Medical and Physical Fitness Qualifications and Standards, paragraphs A, B1, B5, B6, B7, B8, B10, C, H, I, J.
Title 15 – Commerce, and Foreign Trade	
Part 280	Fastener Quality
Parts 730-774	Export Administration Regulations (EAR)
Title 20 – Employees’ Benefits	
Part 617.66	Transition procedures for amendments in sections 13002 through 13009 of Public Law 99-272 (the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985)
Part 639	Worker Adjustment and Retraining Notification
Title 22 – Foreign Relations	
Parts 120-130	Foreign Relations, Department of State
Title 29 – Labor	
Part 4	Labor Standards for Federal Service Contracts
Part 30	Equal Employment Opportunity in Apprenticeship and Training
Part 516	Records to be Kept by Employers
Part 519	Employment of Full-Time Students at Subminimum Wages
Part 520	Employment of Student-Learners
Part 525	Employment of Workers with Disabilities Under Special Certificates
Part 528	Annulment or Withdrawal of Certificates for the Employment of Student-Learners, Apprentices, Learners, Messengers, Handicapped Persons, Student-Workers, and Full-Time Students in Agricultural or in Retail Service Establishments at Special Minimum Wage Rate
Part 531	Wage Payments Under the Fair Labor Standards Act of 1938
Part 541	Fair Labor Standards Act
Part 548	Authorization of Established Basic Rates for Computing Overtime Pay
Part 825	Family Medical Leave Act of 1993
Part 1602	Recordkeeping and Reporting Requirements Under Title VII and the ADA
Part 1608	Affirmative Action Appropriation Under Title VII of the Civil Rights Act of 1964, as amended
Part 1611	Privacy Act Regulations
Part 1620	Equal Pay Act
Part 1625	Age Discrimination in Employment Act

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Part 1627	Records To Be Made or Kept Relating to Age: Notices To Be Posted: Administrative Exemptions
Part 1904	Recording and Reporting Occupational Injuries and Illnesses
Part 1920	OSHA Requirements for General Industry
Part 1910	Occupational Safety and Health Standards
Part 1926	Safety and Health Regulations for Construction
Part 2520	Reporting and Disclosure Under the Employee Retirement Income Security Act of 1974
Part 4041A	Termination of Multiemployer Plans
Title 33 – Navigation and Navigable Waters	
Part 323	Army Corps of Engineers Permit Regulations for Dredged Materials
Part 325	Processing of Department of Army Permits
Part 330	Authorization by Nationwide Permit
Part 330 Appendix A	Nationwide Permits and Conditions
Title 34 – Education	
Part 395	Vending Facility Program for the Blind on Federal and Other Property
Title 36 – Parks, Forests, and Public Property	
Chapter 12, Part 1220, Subchapter B	Records Management
Part 60	National Register of Historic Places
Part 800	Protection of Historic and Cultural Properties
Title 40 - Protection of Environment	
Part 61	National Emission Standards for Hazardous Air Pollutants
Part 82	Protection of Stratospheric Ozone
Part 100-149	Safe Drinking Water Act
Part 110	Discharge of Oil
Part 112	Oil Pollution Prevention
Part 116	Designation of Hazardous Substances
Part 117	Determination of Reportable Quantities for Hazardous Substances
Part 136	Guidelines Establishing Test Procedures for the Analysis of Pollutants
Part 171	Standards for Certification of Commercial Applicators
Part 247	Comprehensive Procurement Guideline for Products Containing Recovered Materials
Part 257	Guidelines for Classification of Solid Waste Disposal Facilities and Practices
Part 260-282	Resource Conservation and Recovery Act (RCRA)
Part 300	National Oil and Hazardous Substances Pollution Contingency Plan (CERCLA – National Contingency Plan)
Part 302	Designation, Reportable Quantities, and Notification

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Parts 350-372	SARA Title III
Part 355	Emergency Planning and Community Right to Know Act (EPCRA)
Part 374	Prior Notice of Citizen Suits
Part 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions, except for '761.1; .3; .65(d)-(h); .70; .75; .80; .120; .123; .185; .187; .193.
Part 1500-1508	Regulations for Implementing the Procedural Provisions of the National Environmental Policy Act
Title 41 - Public Contracts and Property Management	
Part 60-1	Obligations of Contractors and Subcontractors
Part 60-2	Affirmative Action Programs
Part 60-3	Uniform Guidelines on Employee Selection Procedures
Part 60-4	Construction Contractors - Affirmative Action Requirements
Part 60-20	Sex Discrimination Guidelines
Part 60-30	Rules of Practice for Administrative Proceedings to Enforce Equal Opportunity Under the Executive Order 11246
Part 60-50	Guidelines on Discrimination Because of Religion or National Origin
Part 60-250	Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era
Part 60-741	Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Individuals with Disabilities
Part 101	Public Contracts and Property Management
Part 101-20. 103	Physical Protection and Building Security
Part 102	Federal Management Regulation
Part 109	Department of Energy Property Management Regulations
Title 43 – Public Lands: Interior	
Part 7	Protection of Archeological Resources
Part 10	Cultural Resource Management
Title 48 – Federal Acquisition Regulations System	
Part 22.1	Basic Labor Policies
Part 31	Contract Cost Principles and Procedures
Part 45	Government Property
Title 49 – Transportation	
Part 171	General Information, Regulations, and Definitions
Part 172	Hazardous Material Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
Part 173	Shippers-General Requirements for Shipments and Packagings
Part 174	Carriage by Rail

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Part 177	Carriage by Public Highway
Part 178	Specifications for Packagings
Part 211	Chapter II Federal Railroad Administration, Department of Transportation; part 211 Rules of Practice
Part 350-399	Chapter III Federal Highway Administration, Department of Transportation; part 350-399 Federal Motor Carrier Safety Regulations
Title 50 – Wildlife and Fisheries	
Part 17	Natural Resource Management
Part 402	Interagency Cooperation Endangered Species Act of 1973, as amended
	Kentucky Revised Statutes at http://www.lrc.state.ky.us/krs/titles.htm
Environmental Regulatory Agreements	
	Uranium Enrichment Toxic Substances Control Act Federal Facilities Compliance Agreement (TSCA-UE-FFCA, Feb. 1992
	Federal Facility Agreement, DOE/OR/07-1707

**SECTION J-LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
ATTACHMENT J2 – PADUCAH LIST OF APPLICABLE DOE DIRECTIVES (LIST B)**

SECTION J-LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PADUCAH LIST OF APPLICABLE DOE DIRECTIVES (LIST B)

Pursuant to Section I clause DEAR 970.5204-2, Laws, Regulations and DOE Directives (Dec 2000), this attachment contains the list of DOE Directives (List B), applicable to work performed under this contract.

Directive Number	Directive Title
DOE O 130.1, CRD	Budget Formulation
DOE M 140.1-1B, CRD	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.2A, CRD	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE M 142.2-1, CRD	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3, Chg. 1, CRD	Unclassified Foreign Visits and Assignments
DOE O 150.1, CRD	Continuity Programs
DOE O 151.1C, CRD	Comprehensive Emergency Management System
DOE O 200.1A, CRD	Information Technology Management
DOE N 203.1, CRD	Software Quality Assurance
DOE O 205.1A, CRD	DOE Cyber Security Management
DOE P 205.1	Departmental Cyber Security Management Policy
DOE M 205.1-3	Telecommunications Security Manual
DOE M 205.1-4, CRD	National Security System Manual
DOE M 205.1-5, CRD	Cyber Security Process Requirements Manual
DOE M 205.1-6, CRD	Media Sanitization Manual
DOE M 205.1-7, CRD	Security Controls for Unclassified Information Systems Manual
DOE M 205.1-8, CRD	Cyber Security Incident Management Manual
DOE O 206.1, CRD	Department of Energy Privacy Program
DOE N 206.4, CRD	Personal Identity Verification
DOE O 210.2, CRD	DOE Corporate Operating Experience Program
DOE O 221.1A, CRD	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A, CRD	Cooperation with the Office of Inspector General
DOE O 225.1A, CRD	Accident Investigations
DOE O 226.1A, CRD	Implementation of Department of Energy Oversight Policy
DOE M 231.1-1A, Chg. 2, CRD	Environment, Safety, and Health Reporting Manual
DOE M 231.1-2, CRD	Occurrence Reporting and Processing of Operations Information

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Directive Number	Directive Title
DOE N 234.1, CRD	Reporting of Radioactive Sealed Sources
DOE O 243.1, CRD	Records Management Program
DOE O 243.2, CRD	Vital Records
DOE O 350.1, Chg. 1, CRD	Contractor Human Resource Management Programs
DOE O 412.1A	Work Authorization System
DOE O 413.1B, CRD	Internal Control Program
DOE O 413.3A, Chg 1, CRD	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1C, CRD	Quality Assurance
DOE 420.1B, CRD	Facility Safety
DOE O 425.1C, CRD	Startup and Restart of Nuclear Facilities
DOE O 430.1B, Chg. 1, CRD	Real Property Asset Management
DOE O 430.2B, CRD	Departmental Energy, Renewable Energy and Transportation Management
DOE O 433.1A, CRD	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1, Chg.1, CRD	Radioactive Waste Management
DOE M 435.1-1, Chg 1, CRD	Radioactive Waste Management Manual
DOE O 442.1A, CRD	Department of Energy Employee Concerns Program
DOE M 442.1-1, CRD	Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety, and Health
DOE O 450.1A, CRD	Environmental Protection Program
DOE P 450.3	Authorizing use of the Necessary and Sufficient Process for Standards-based Environment, Safety, and Health
DOE M 450.4-1, CRD	Integrated Safety Management System Manual
DOE P 450.7	Environment, Safety, and Health Goals
DOE O 460.1B, CRD	Packaging and Transportation Safety
DOE O 460.2A, CRD	Departmental Materials Transportation and Packaging Management
DOE P 470.1	Integrated Safeguards and Security Management (ISSM) Policy
DOE O 470.2B, CRD	Independent Oversight and Performance Assurance Program
DOE O 470.3B	Graded Security Protection (GSP) Policy
DOE M 470.4-1, Chg 1, CRD	Safeguards and Security Program Planning and Management
DOE M 470.4-2, Chg 1, CRD	Physical Protection
DOE M 470.4-3A, CRD	Contractor Protective Force
DOE M 470.4-3, Chg 1., Section C	Protective Force – Section C – Firearms Qualification Courses

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Directive Number	Directive Title
DOE M 470.4-4A, CRD	Information Security Manual
DOE M 470.4-5, CRD	Personnel Security
DOE M 470.4-6, Chg 1, CRD	Nuclear Material Control and Accountability
DOE O 471.1A, CRD	Identification and Protection of Unclassified Controlled Nuclear Information (UNCI)
DOE M 471.1-1, Chg. 1	Identification and Protection of Unclassified Controlled Nuclear Information Manual
DOE M 471.2-3B	Special Access Program Policies, Responsibilities, and Procedures
DOE O 471.3, CRD	Identifying and Protecting Official Use Only Information
DOE M 471.3-1, CRD	Manual for Identifying and Protecting Official Use Only Information
DOE O 475.1, CRD	Counterintelligence Program
DOE M 475.1-1B, CRD	Manual for Identifying Classified Information
DOE O 475.2, CRD	Identifying Classified Information
DOE O 481.1C, CRD	Works for Others (Non-Department of Energy Funded Work)
DOE O 482.1, CRD	DOE Facilities Technology Partnering Programs
DOE O 534.1B, CRD	Accounting
DOE O 551.1C, CRD	Official Foreign Travel
DOE O 580.1, Chg. 1, CRD	Department of Energy Personal Property Management Program
DOE-STD-1073-2003	Configuration Management
DOE-STD-1090-2004	Hoisting and Rigging
DOE G 1324.5B	Implementation Guide for use with 36 CFR 1228 Chapter XII – Subchapter B Records Management
DOE O 1450.4	Consensual Listening-in to or Recording Telephone/Radio Conversations
DOE O 5400.5, Chg. 2	Radiation Protection of the Public and Environment
DOE O 5480.19, Chg. 2	Conduct of Operations Requirements for DOE Facilities
DOE O 5480.20A, Chg. 1, CRD	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities
DOE O 5639.8A	Security of Foreign Intelligence Information and Sensitive Compartmental Information Facilities
DOE O 5660.1B	Management of Nuclear Materials
DOE O 5670.1A	Management and Control of Foreign Intelligence
NQA-1-2004 (and Addenda Through 2007)	American Society of Mechanical Engineers (ASME) NQA-1, Quality Assurance Requirements for Nuclear Facility Applications
DOE-STD-1104-96	Review and Approval of Nuclear Facility Safety Basis Documents (Documented Safety Analyses

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Directive Number	Directive Title
	and Technical Safety Requirements)
DOE-STD-1120-2005	Integration of Environment, Safety and Health into Facility Disposition Activities
DOE-EM-STD-5502-92	Hazard Baseline Documentation
WSS, Rev 16	EMEF Operations
	DOE Guidelines on Export Control and Nuclear Non-Proliferation, July 1999
INFCIRC/254/Rev.2/Part 2/Mod. 1	Guidelines for the Export of Nuclear Material, Equipment and Technology, Annex-A - Trigger List
INFCIRC/254/Rev.3 Part 2	List of Nuclear-Related Dual-Use Equipment and Materials and Technology
Enclosure to GDP 95-0018	USEC and DOE Resolution of Shared Site Issues at the Gaseous Diffusion Plants, Revision 1
USEC-100 Rev. 1	Joint Policy Statement on USEC and DOE Directives and Management Expectations for Shared Site Issues
DOE & EPA 1995	Policy on Decommissioning of Department of Energy Facilities Under the Comprehensive Environmental Response, Compensation, and Liability Act, Washington, D.C., May 1995
	Water Policy Box per Action Memorandum, DOE/ORO/06-121& D2

**SECTION J-LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
ATTACHMENT J3 – PADUCAH INFRASTRUCTURE ACCOUNTABLE PROPERTY
LIST**

SECTION J-LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PADUCAH INFRASTRUCTURE ACCOUNTABLE PROPERTY LIST

Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
0015942	HEWLETT-PACKARD	COMPUTER	2/4/2004	\$800.00	SST NON-CAPITAL
0017389	H-P	LAPTOP	6/1/2003	\$1,800.00	SST NON-CAPITAL
0018792	H-P	CPU	9/26/2006	\$785.00	SST NON-CAPITAL
0018795	H-P	CPU	8/1/2007	\$800.00	SST NON-CAPITAL
0018839	HEWLETT-PACKARD	COMPUTER	8/1/2005	\$721.00	SST NON-CAPITAL
0020165	PROXIMA	PROJECTOR, ULTRALIGHT	7/7/1998	\$4,973.00	SST NON-CAPITAL
0020166	PROXIMA	PROJECTOR, ULTRALIGHT	7/7/1998	\$4,973.00	SST NON-CAPITAL
0022131	NONE	CPU	12/18/2002	\$800.00	SST NON-CAPITAL
0022400	COMPAQ	CPU	5/6/2003	\$800.00	SST NON-CAPITAL
0022596	HEWLETT-PACKARD	CPU	8/25/2003	\$800.00	SST NON-CAPITAL
0022597	HEWLETT-PACKARD	CPU	8/25/2003	\$800.00	SST NON-CAPITAL
C A02783	CESA CONTRACTORS, INC.	CARPORT	3/28/2006	\$3,157.00	SST NON-CAPITAL
C049461	SITE	ELECTRONIC COMPUTER	10/31/1982	\$56,904.00	SST CAPITAL
C049464	SITE	ELECTRONIC COMPUTER	10/31/1982	\$56,904.00	SST CAPITAL
C049500	SITE	ELECTRONIC COMPUTER	10/31/1982	\$56,904.00	SST CAPITAL
C049501	SITE	ELECTRONIC COMPUTER	10/31/1982	\$56,904.00	SST CAPITAL
C049516	SITE	MEGABYTE DISK	10/31/1982	\$30,000.00	SST NON-CAPITAL
C049517	SITE	MEGABYTE DISK	10/31/1982	\$30,000.00	SST NON-CAPITAL
C050396	GELCO SPACE	OFFICE TRAILER	9/1/1992	\$105,462.00	SST CAPITAL
C050397	GELCO SPACE	OFFICE TRAILER	9/1/1992	\$105,462.00	SST CAPITAL
C050398	GELCO SPACE	OFFICE TRAILER	9/1/1992	\$105,462.00	SST CAPITAL
C050399	GELCO SPACE	OFFICE TRAILER	9/1/1992	\$105,462.00	SST CAPITAL
C050400	GELCO SPACE	OFFICE TRAILER	9/1/1992	\$105,462.00	SST CAPITAL
C050401	GELCO SPACE	OFFICE TRAILER	9/1/1992	\$105,461.00	SST CAPITAL
C900010	KODAK	COPIER, COLOR GRAPHICS	12/31/1992	\$37,100.00	SST NON-CAPITAL
C900051	PITNEY BOWES	POSTAGE METER UB1W	3/1/1994	\$13,239.00	SST NON-CAPITAL
C900056	SITE	BRIDGE (WOOD)	7/1/1961	\$8,367.00	SST NON-CAPITAL
C900057	SITE	GRAVEL ROAD	7/1/1962	\$42,788.00	SST NON-

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
					CAPITAL
C900209	SITE	WEST PERIMETER ROAD	3/1/1997	\$493,565.00	SST CAPITAL
C900211	CONSTRUCTED	DOE OFFICE BUILDING	7/1/1997	\$1,685,306.00	SST CAPITAL
C900240	SITE	DOE PARKING LOT	10/1/1997	\$105,268.00	SST CAPITAL
C900246	SITE	BUILDING (GARAGE)	4/30/1995	\$2,116,562.75	SST CAPITAL
C900251	SITE	ROAD IMPROVEMENTS & PARKING TRAILER COMPLEX (C-755)	4/1/1995	\$1,129,356.00	SST CAPITAL
C900267	mitsubishi	VIDEO CONFERENCE	10/1/1997	\$37,773.00	SST NON-CAPITAL
C900316	ALL STAR LEASING	TRAINING TRAILER	2/1/2002	\$53,494.00	SST CAPITAL
C900322	ALL STAR LEASING	SECURITY TRAILER	4/1/2002	\$58,011.68	SST CAPITAL
C900329	ALERT ALARM SYSTEMS	ALARM SYSTEM	7/17/2001	\$61,963.63	SST CAPITAL
CA00065	HEWLETT-PACKARD	PRINTER	2/1/1994	\$2,000.00	SST NON-CAPITAL
CA00136	H-P	PRINTER	2/1/1994	\$2,000.00	SST NON-CAPITAL
CA00200	H-P	PRINTER	3/9/1994	\$2,000.00	SST NON-CAPITAL
CA002272	H-P	CPU	12/1/2005	\$785.00	SST NON-CAPITAL
CA00344	H-P	PRINTER	3/24/1994	\$2,000.00	SST NON-CAPITAL
CA00412	HEWLETT-PACKARD	PRINTER	3/1/1994	\$2,000.00	SST NON-CAPITAL
CA00498	HEWLETT-PACKARD	PRINTER	4/1/1994	\$2,000.00	SST NON-CAPITAL
CA00509	H-P	PRINTER	4/13/1994	\$2,000.00	SST NON-CAPITAL
CA00538	H-P	PRINTER	6/1/1994	\$2,000.00	SST NON-CAPITAL
CA00610	H-P	PRINTER	8/8/1994	\$2,000.00	SST NON-CAPITAL
CA00617	H-P	PRINTER	8/8/1994	\$2,000.00	SST NON-CAPITAL
CA00683	H-P	PRINTER	1/1/1995	\$2,000.00	SST NON-CAPITAL
CA00684	H-P	PRINTER	1/1/1995	\$2,000.00	SST NON-CAPITAL
CA00711	H-P	PRINTER	1/1/1995	\$2,000.00	SST NON-CAPITAL
CA00717	H-P	PRINTER	2/14/1995	\$2,000.00	SST NON-CAPITAL
CA00727	H-P	PRINTER	3/1/1995	\$2,000.00	SST NON-CAPITAL
CA00731	HEWLETT-PACKARD	PRINTER	3/1/1995	\$2,000.00	SST NON-CAPITAL
CA00732	H-P	PRINTER	3/2/1995	\$2,000.00	SST NON-CAPITAL
CA00734	H-P	PRINTER	3/1/1995	\$2,000.00	SST NON-CAPITAL

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
CA00759	HEWLETT-PACKARD	PRINTER	5/1/1992	\$2,000.00	SST NON-CAPITAL
CA00774	HEWLETT-PACKARD	PRINTER	5/1/1992	\$2,000.00	SST NON-CAPITAL
CA00782	H-P	PRINTER	5/10/1995	\$2,000.00	SST NON-CAPITAL
CA00796	SONY	MONITOR	8/2/1995	\$1,000.00	SST NON-CAPITAL
CA00869	H-P	PRINTER	11/30/1995	\$2,000.00	SST NON-CAPITAL
CA00871	SONY	MONITOR	12/5/1995	\$1,000.00	SST NON-CAPITAL
CA00884	H-P	PRINTER	2/1/1996	\$2,000.00	SST NON-CAPITAL
CA00923	HEWLETT-PACKARD	PRINTER	5/2/1996	\$1,400.00	SST NON-CAPITAL
CA00931	H-P	PRINTER	9/4/1996	\$2,000.00	SST NON-CAPITAL
CA00991	HEWLETT-PACKARD	PRINTER	8/27/1996	\$2,000.00	SST NON-CAPITAL
CA00996	COMPAQ	CPU	8/28/1996	\$2,500.00	SST NON-CAPITAL
CA01017	MICRON	CPU	9/13/1996	\$2,500.00	SST NON-CAPITAL
CA01020	SONY	MONITOR	3/19/1996	\$300.00	SST NON-CAPITAL
CA01055	SONY	MONITOR	10/23/1996	\$1,000.00	SST NON-CAPITAL
CA01059	COMPAQ	MONITOR	10/2/1996	\$1,000.00	SST NON-CAPITAL
CA01061	COMPAQ	MONITOR	10/3/1996	\$1,000.00	SST NON-CAPITAL
CA01077	H-P	PRINTER	10/21/1996	\$1,000.00	SST NON-CAPITAL
CA01087	H-P	PRINTER	11/18/1996	\$2,000.00	SST NON-CAPITAL
CA01094	SONY	MONITOR	10/16/1996	\$1,000.00	SST NON-CAPITAL
CA01095	H-P	PRINTER	10/7/1996	\$2,000.00	SST NON-CAPITAL
CA01096	H-P	PRINTER	1/8/1997	\$2,000.00	SST NON-CAPITAL
CA01097	SONY	MONITOR	1/14/1997	\$1,000.00	SST NON-CAPITAL
CA01108	COMPAQ	MONITOR	10/22/1996	\$1,000.00	SST NON-CAPITAL
CA01138	COMPAQ	CPU	10/22/1996	\$2,500.00	SST NON-CAPITAL
CA01139	SONY	MONITOR	10/22/1996	\$1,000.00	SST NON-CAPITAL
CA01175	HEWLETT-PACKARD	PRINTER	1/8/1997	\$2,000.00	SST NON-CAPITAL

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
CA01228	COMPAQ	MONITOR	7/17/1997	\$635.00	SST NON-CAPITAL
CA01230	COMPAQ	CPU	8/21/1997	\$1,000.00	SST NON-CAPITAL
CA01231	H-P	PRINTER	8/6/1997	\$2,000.00	SST NON-CAPITAL
CA01292	COMPAQ	MONITOR	10/6/1997	\$1,000.00	SST NON-CAPITAL
CA01317	NEC	MONITOR	11/20/1997	\$1,000.00	SST NON-CAPITAL
CA01318	NEC	MONITOR	11/21/1997	\$589.00	SST NON-CAPITAL
CA01326	COMPAQ	MONITOR	12/30/1997	\$1,000.00	SST NON-CAPITAL
CA01369	H-P	PRINTER	7/28/1998	\$2,000.00	SST NON-CAPITAL
CA01393	GATEWAY	MONITOR	10/7/1998	\$1,000.00	SST NON-CAPITAL
CA01397	H-P	PRINTER	9/4/1998	\$2,000.00	SST NON-CAPITAL
CA01421	CANON	PRINTER	2/10/1999	\$2,000.00	SST NON-CAPITAL
CA01427	CANON	PRINTER	11/2/1998	\$2,000.00	SST NON-CAPITAL
CA01486	FIRE KING	SAFE	6/1/1996	\$1,299.00	SST NON-CAPITAL
CA01487	FIRE KING	SAFE	6/1/2001	\$1,299.00	SST NON-CAPITAL
CA01488	FIRE KING	SAFE	6/1/2001	\$800.00	SST NON-CAPITAL
CA01489	FIRE KING	SAFE	6/1/2001	\$1,299.00	SST NON-CAPITAL
CA01525	IBM	LAPTOP	6/1/2003	\$1,800.00	SST NON-CAPITAL
CA01613	NEC	MONITOR	6/1/2005	\$300.00	SST NON-CAPITAL
CA01631	PROXIMA	PROJECTOR	6/1/2003	\$1,300.00	SST NON-CAPITAL
CA01634	H-P	PRINTER	6/1/2005	\$1,000.00	SST NON-CAPITAL
CA01644	RICOH	FAX	6/1/2005	\$300.00	SST NON-CAPITAL
CA01737	COMPUTERLAND	CPU	6/1/2005	\$800.00	SST NON-CAPITAL
CA01738	NEC	MONITOR	8/20/2003	\$300.00	SST NON-CAPITAL
CA01740	COMPUTERLAND	CPU	6/1/2005	\$800.00	SST NON-CAPITAL
CA01747	SONY	PERSONAL DIGITAL ASSISTANT	2/20/2003	\$300.00	SST NON-CAPITAL
CA01763	SONY	PERSONAL DIGITAL ASSISTANT	10/24/2002	\$200.00	SST NON-CAPITAL

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
CA01768	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA01774	FUJITSU	SCANNER	6/1/2005	\$1,000.00	SST NON-CAPITAL
CA01776	H-P	SCANNER	6/1/1999	\$3,000.00	SST NON-CAPITAL
CA01780	COMPAQ	CPU	6/1/2005	\$800.00	SST NON-CAPITAL
CA01795	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA01796	DELL	MONITOR	6/1/2005	\$300.00	SST NON-CAPITAL
CA01797	EPSON	SCANNER	6/1/2005	\$200.00	SST NON-CAPITAL
CA01798	H-P	PRINTER	6/1/2005	\$300.00	SST NON-CAPITAL
CA01799	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA01800	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA01801	AOC	MONITOR	6/1/2005	\$200.00	SST NON-CAPITAL
CA01803	H-P	PRINTER	6/1/2005	\$300.00	SST NON-CAPITAL
CA01804	HAMILTON	SAFE	6/1/2001	\$500.00	SST NON-CAPITAL
CA01805	MOSLER	SAFE	6/1/2001	\$500.00	SST NON-CAPITAL
CA01806	MOSLER	SAFE	6/1/2001	\$500.00	SST NON-CAPITAL
CA01807	HAMILTON	SAFE	6/1/2001	\$500.00	SST NON-CAPITAL
CA01824	DELL	MONITOR	6/1/2004	\$300.00	SST NON-CAPITAL
CA01841	AOC	MONITOR	6/1/2005	\$200.00	SST NON-CAPITAL
CA01842	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA01854	AOC	MONITOR	8/26/2004	\$200.00	SST NON-CAPITAL
CA01859	NEC	MONITOR	6/1/2005	\$400.00	SST NON-CAPITAL
CA01861	AOC	MONITOR	1/1/2005	\$150.00	SST NON-CAPITAL
CA01873	AOC	MONITOR	6/1/2005	\$300.00	SST NON-CAPITAL
CA01874	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA01877	AOC	MONITOR	6/1/2005	\$300.00	SST NON-CAPITAL
CA01878	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
CA01881	AOC	MONITOR	6/1/2005	\$200.00	SST NON-CAPITAL
CA01883	AOC	MONITOR	6/1/2005	\$200.00	SST NON-CAPITAL
CA01884	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA01887	AOC	Monitor	7/1/2005	\$200.00	SST NON-CAPITAL
CA01888	H.P	CPU	7/1/2005	\$725.00	SST NON-CAPITAL
CA01889	AOC	MONITOR	1/1/2005	\$250.00	SST NON-CAPITAL
CA01892	H-P	CPU	6/1/2000	\$1,500.00	SST NON-CAPITAL
CA01920	AOC	MONITOR	6/1/2005	\$200.00	SST NON-CAPITAL
CA01941	AOC	MONITOR	1/1/2005	\$250.00	SST NON-CAPITAL
CA01951	H-P	CPU	6/1/2005	\$800.00	SST NON-CAPITAL
CA01956	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA01973	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA01974	AOC	MONITOR	6/1/2005	\$200.00	SST NON-CAPITAL
CA01979	AOC	MONITOR	6/1/2005	\$300.00	SST NON-CAPITAL
CA01983	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA01984	AOC	MONITOR	6/1/2005	\$300.00	SST NON-CAPITAL
CA01986	NEC	MONITOR	6/1/2005	\$200.00	SST NON-CAPITAL
CA01989	HEWLETT-PACKARD	SCANNER	4/5/2005	\$250.00	SST NON-CAPITAL
CA01991	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA01992	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA01993	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA02005	AOC	MONITOR	9/25/2006	\$785.00	SST NON-CAPITAL
CA02008	AOC	MONITOR	2/1/2005	\$250.00	SST NON-CAPITAL
CA02009	AOC	MONITOR	6/1/2005	\$200.00	SST NON-CAPITAL
CA02013	AOC	MONITOR	6/1/2005	\$300.00	SST NON-CAPITAL
CA02014	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
CA02016	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA02018	AOC	MONITOR	6/1/2005	\$300.00	SST NON-CAPITAL
CA02020	H-P	PRINTER	6/1/2005	\$1,000.00	SST NON-CAPITAL
CA02021	AOC	MONITOR	1/1/2005	\$250.00	SST NON-CAPITAL
CA02023	AOC	MONITOR	9/25/2006	\$300.00	SST NON-CAPITAL
CA02024	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA02033	AOC	MONITOR	6/1/2005	\$200.00	SST NON-CAPITAL
CA02035	AOC	MONITOR	6/1/2006	\$300.00	SST NON-CAPITAL
CA02037	AOC	MONITOR	6/1/2005	\$300.00	SST NON-CAPITAL
CA02038	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA02039	AOC	MONITOR	6/1/2005	\$200.00	SST NON-CAPITAL
CA02040	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA02054	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA02079	HEWLETT-PACKARD	CPU	1/1/2005	\$800.00	SST NON-CAPITAL
CA02097	NEC	MONITOR	1/10/2005	\$250.00	SST NON-CAPITAL
CA02114	HEWLETT-PACKARD	CPU	1/1/2005	\$800.00	SST NON-CAPITAL
CA02123	AOC	MONITOR	6/1/2005	\$300.00	SST NON-CAPITAL
CA02124	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA02125	AOC	MONITOR	5/17/2005	\$300.00	SST NON-CAPITAL
CA02144	IBM	LAPTOP	6/1/2003	\$1,800.00	SST NON-CAPITAL
CA02148	AOC	Monitor	7/15/2005	\$200.00	SST NON-CAPITAL
CA02150	AOC	MONITOR	6/1/2005	\$200.00	SST NON-CAPITAL
CA02151	AOC	MONITOR	6/1/2005	\$200.00	SST NON-CAPITAL
CA02152	AOC	MONITOR	6/1/2005	\$200.00	SST NON-CAPITAL
CA02154	AOC	MONITOR	6/1/2005	\$200.00	SST NON-CAPITAL
CA02156	AOC	MONITOR	6/1/2005	\$200.00	SST NON-CAPITAL

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
CA02157	AOC	MONITOR	7/15/2005	\$200.00	SST NON-CAPITAL
CA02158	AOC	MONITOR	7/15/2005	\$200.00	SST NON-CAPITAL
CA02159	AOC	MONITOR	6/1/2005	\$200.00	SST NON-CAPITAL
CA02215	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA02216	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA02217	AOC	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA02220	GRASSHOPPER	MOWER	7/27/2005	\$6,300.00	SST NON-CAPITAL
CA02221	GRASSHOPPER	MOWER	7/27/2005	\$6,300.00	SST NON-CAPITAL
CA02222	DIXON	MOWER	7/27/2005	\$6,500.00	SST NON-CAPITAL
CA02223	DIXON	MOWER	7/27/2005	\$6,500.00	SST NON-CAPITAL
CA02224	BROTHER	FAX	6/1/2005	\$300.00	SST NON-CAPITAL
CA02225	CANON	PRINTER	6/1/2005	\$300.00	SST NON-CAPITAL
CA02226	H-P	PRINTER	6/1/2005	\$300.00	SST NON-CAPITAL
CA02227	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA02228	H-P	CPU	6/1/2006	\$785.00	SST NON-CAPITAL
CA02229	AOC	MONITOR	6/1/2005	\$200.00	SST NON-CAPITAL
CA02230	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA02231	NOBILIS	CPU	6/1/2006	\$1,158.00	SST NON-CAPITAL
CA02232	LIQUIDVIDEO	MONITOR	9/25/2006	\$200.00	SST NON-CAPITAL
CA02233	LIQUIDVIDEO	MONITOR	9/25/2006	\$200.00	SST NON-CAPITAL
CA02234	NOBILIS	CPU	6/1/2005	\$1,185.00	SST NON-CAPITAL
CA02235	LIQUIDVIDEO	MONITOR	9/24/2006	\$200.00	SST NON-CAPITAL
CA02236	NOBILIS	CPU	9/24/2006	\$1,185.00	SST NON-CAPITAL
CA02243	DELL	MONITOR	8/22/2005	\$200.00	SST NON-CAPITAL
CA02244	H-P	CPU	9/22/2005	\$785.00	SST NON-CAPITAL
CA02245	EZ-GO	GOLF CART	8/23/2005	\$3,000.00	SST NON-CAPITAL

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
CA02246	EZ-GO	GOLF CART	8/23/2005	\$3,000.00	SST NON-CAPITAL
CA02256	CISCO	NETWORK SWITCH	9/15/2005	\$2,600.00	SST NON-CAPITAL
CA02263	BUSH-HOG	10' pull type mower	11/21/2005	\$6,300.00	SST NON-CAPITAL
CA02264	BUSH-HOG	10' pull type mower	11/21/2005	\$6,300.00	SST NON-CAPITAL
CA02265	BUSH-HOG	10' Pull type mower	11/21/2005	\$6,300.00	SST NON-CAPITAL
CA02266	CASE IH	Tractor	11/21/2005	\$24,600.00	SST NON-CAPITAL
CA02267	CASE IH	Tractor 4x4	11/21/2005	\$28,700.00	SST NON-CAPITAL
CA02268	CASE IH	Tractor	11/21/2005	\$24,600.00	SST NON-CAPITAL
CA02271	H-P	CPU	12/1/2005	\$785.00	SST NON-CAPITAL
CA02272	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA02289	CASE IH	TRACTOR	10/18/2005	\$28,700.00	SST NON-CAPITAL
CA02290	CASE IH	TRACTOR	10/18/2005	\$28,700.00	SST NON-CAPITAL
CA02291	BUSH-HOG	MOWER	10/18/2005	\$6,800.00	SST NON-CAPITAL
CA02292	BUSH-HOG	MOWER	10/18/2005	\$6,800.00	SST NON-CAPITAL
CA02293	MIGHTY LITE	LIFELINE HOIST	12/21/2005	\$800.00	SST NON-CAPITAL
CA02294	MIGHTY LITE	LIFELINE HOIST	12/21/2005	\$800.00	SST NON-CAPITAL
CA02296	KUBOTA	Utility type vehicle Diesel 4x4 for off road terra	12/30/2005	\$8,700.00	SST NON-CAPITAL
CA02301	ROTARY	VEHICLE LIFT	12/21/2005	\$5,000.00	SST NON-CAPITAL
CA02302	CASE IH	TRACTOR/MOWER	12/29/2005	\$76,500.00	SST CAPITAL
CA02304	CISCO	SWITCH	3/2/2006	\$4,600.00	SST NON-CAPITAL
CA02307	NOBILIS	CPU	3/21/2006	\$1,158.00	SST NON-CAPITAL
CA02308	COMPUTERLAND	CPU	6/1/2005	\$800.00	SST NON-CAPITAL
CA02501	RESEARCH & MOTION	BLACKBERRY	4/18/2006	\$350.00	SST NON-CAPITAL
CA02502	RESEARCH & MOTION	BLACKBERRY	4/18/2006	\$350.00	SST NON-CAPITAL
CA02503	RESEARCH & MOTION	BLACKBERRY	4/18/2006	\$350.00	SST NON-CAPITAL
CA02506	CISCO	NETWORK SWITCH	4/18/2006	\$1,600.00	SST NON-CAPITAL
CA02507	CISCO	NETWORK SWITCH	4/18/2006	\$1,600.00	SST NON-

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
					CAPITAL
CA02508	H-P	CPU	6/7/2006	\$785.00	SST NON-CAPITAL
CA02701	H-P	CPU	6/7/2006	\$785.00	SST NON-CAPITAL
CA02702	PLANAR	MONITOR	6/7/2006	\$300.00	SST NON-CAPITAL
CA02703	H-P	CPU	6/7/2006	\$785.00	SST NON-CAPITAL
CA02704	H-P	PRINTER	6/7/2006	\$360.00	SST NON-CAPITAL
CA02705	PLANER	MONITOR	6/7/2006	\$300.00	SST NON-CAPITAL
CA02706	PLANER	MONITOR	6/7/2006	\$300.00	SST NON-CAPITAL
CA02707	H-P	CPU	6/7/2006	\$785.00	SST NON-CAPITAL
CA02708	H-P	PRINTER	6/7/2006	\$300.00	SST NON-CAPITAL
CA02709	H-P	PRINTER	6/7/2006	\$300.00	SST NON-CAPITAL
CA02710	PLANAR	MONITOR	6/1/2005	\$300.00	SST NON-CAPITAL
CA02711	H-P	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA02712	Storm Shelters of America	STORM SHELTER	7/1/2001	\$13,000.00	SST NON-CAPITAL
CA02713	Storm Shelters of America	STORM SHELTER	7/1/2001	\$13,000.00	SST NON-CAPITAL
CA02714	Storm Shelters of America	STORM SHELTER	7/1/2001	\$13,000.00	SST NON-CAPITAL
CA02715	Storm Shelters of America	STORM SHELTER	7/1/2001	\$13,000.00	SST NON-CAPITAL
CA02716	Storm Shelters of America	STORM SHELTER	7/1/2001	\$13,000.00	SST NON-CAPITAL
CA02717	Storm Shelters of America	STORM SHELTER	7/1/2001	\$13,000.00	SST NON-CAPITAL
CA02718	Storm Shelters of America	STORM SHELTER	7/1/2001	\$13,000.00	SST NON-CAPITAL
CA02719	Storm Shelters of America	STORM SHELTER	7/1/2001	\$13,000.00	SST NON-CAPITAL
CA02720	H-P	PRINTER	6/13/2006	\$399.00	SST NON-CAPITAL
CA02721	Storm Shelters of America	STORM SHELTER	7/1/2001	\$13,000.00	SST NON-CAPITAL
CA02727	BROTHER	FAX	6/13/2006	\$300.00	SST NON-CAPITAL
CA02728	NEC	MONITOR	6/20/2006	\$300.00	SST NON-CAPITAL
CA02729	BROTHER	FAX	6/20/2006	\$300.00	SST NON-CAPITAL
CA02730	H-P	CPU	9/22/2006	\$785.00	SST NON-

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
					CAPITAL
CA02731	H-P	PRINTER	6/23/2006	\$300.00	SST NON-CAPITAL
CA02732	PLASTICARD	BADGE PRINTER	6/23/2006	\$6,500.00	SST NON-CAPITAL
CA02733	SECURITY ENGINEERED MACHINERY	SHREDDER	6/1/2001	\$3,425.00	SST NON-CAPITAL
CA02734	BROTHER	FAX	6/23/2006	\$300.00	SST NON-CAPITAL
CA02735	H-P	SERVER	6/23/2006	\$1,600.00	SST NON-CAPITAL
CA02736	H-P	SERVER	6/23/2006	\$1,600.00	SST NON-CAPITAL
CA02738	SUN	SERVER	6/23/2006	\$1,600.00	SST NON-CAPITAL
CA02739	H-P	SERVER	6/23/2006	\$1,600.00	SST NON-CAPITAL
CA02741	FIRE KING	FILE CABINET	8/3/2006	\$1,129.00	SST NON-CAPITAL
CA02742	IBM	CPU LAPTOP	8/11/2006	\$1,200.00	SST NON-CAPITAL
CA02743	CISCO	NETWORK SWITCH	8/18/2006	\$900.00	SST NON-CAPITAL
CA02744	CISCO	NETWORK SWITCH	8/18/2006	\$1,800.00	SST NON-CAPITAL
CA02745	FUJITSU	SCANNER	9/8/2006	\$5,780.00	SST NON-CAPITAL
CA02746	H-P	CPU	9/22/2006	\$785.00	SST NON-CAPITAL
CA02747	H-P	CPU	9/22/2006	\$785.00	SST NON-CAPITAL
CA02748	PLANAR	MONITOR	9/22/2006	\$300.00	SST NON-CAPITAL
CA02749	PLANAR	MONITOR	9/22/2006	\$300.00	SST NON-CAPITAL
CA02750	H-P	CPU	9/22/2006	\$785.00	SST NON-CAPITAL
CA02751	H-P	CPU	9/22/2006	\$785.00	SST NON-CAPITAL
CA02752	NEC	MONITOR	9/22/2006	\$300.00	SST NON-CAPITAL
CA02754	AOC	MONITOR	9/22/2006	\$300.00	SST NON-CAPITAL
CA02755	CISCO	NETWORK SWITCH	9/22/2006	\$1,500.00	SST NON-CAPITAL
CA02756	H-P	TAPE LOADER	9/22/2006	\$1,500.00	SST NON-CAPITAL
CA02757	H-P	TAPE LOADER	9/22/2006	\$1,500.00	SST NON-CAPITAL
CA02758	NEC	MONITOR	9/22/2006	\$300.00	SST NON-CAPITAL

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
CA02759	NOBILIS	CPU	8/1/2005	\$1,185.00	SST NON-CAPITAL
CA02760	BROTHER	FAX	6/1/2005	\$300.00	SST NON-CAPITAL
CA02761	H-P	PRINTER	9/25/2006	\$300.00	SST NON-CAPITAL
CA02762	H-P	CPU	9/25/2006	\$785.00	SST NON-CAPITAL
CA02763	H-P	PRINTER	9/22/2006	\$300.00	SST NON-CAPITAL
CA02764	H-P	PRINTER	9/25/2006	\$300.00	SST NON-CAPITAL
CA02765	PLANAR	MONITOR	9/25/2006	\$300.00	SST NON-CAPITAL
CA02766	AOC	MONITOR	9/25/2006	\$300.00	SST NON-CAPITAL
CA02767	COMPAQ	CPU	6/1/2005	\$785.00	SST NON-CAPITAL
CA02768	BROTHER	FAX	6/28/2006	\$300.00	SST NON-CAPITAL
CA02769	XEROX	SCANNER	9/28/2006	\$300.00	SST NON-CAPITAL
CA02770	HAMILTON	SAFE	9/28/2006	\$500.00	SST NON-CAPITAL
CA02771	FIRE KING	FILE CABINET	9/28/2006	\$1,299.00	SST NON-CAPITAL
CA02772	H-P	CPU	9/30/2006	\$785.00	SST NON-CAPITAL
CA02773	H-P	SERVER	10/3/2006	\$3,500.00	SST NON-CAPITAL
CA02774	KODAK	CAMERA	9/19/2006	\$145.00	SST NON-CAPITAL
CA02775	NEC	MONITOR	3/20/2007	\$250.00	SST NON-CAPITAL
CA02776	H-P	PRINTER	3/20/2007	\$200.00	SST NON-CAPITAL
CA02777	COMPUTERLAND	CPU	3/20/2007	\$700.00	SST NON-CAPITAL
CA02778	EPSON	PROJECTOR	10/30/2006	\$750.00	SST NON-CAPITAL
CA02779	CANON	CAMERA	11/13/2006	\$400.00	SST NON-CAPITAL
CA02780	RESEARCH & MOTION	BLACKBERRY	6/1/2005	\$350.00	SST NON-CAPITAL
CA02781	RESEARCH & MOTION	BLACKBERRY	6/1/2005	\$350.00	SST NON-CAPITAL
CA02782	RESEARCH & MOTION	BLACKBERRY	6/1/2005	\$350.00	SST NON-CAPITAL
CA02783	CESA CONTRACTORS, INC.	CARPORT	3/28/2006	\$3,157.00	SST NON-CAPITAL
CA02784	CESA	CARPORT	3/28/2006	\$3,157.00	SST NON-

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
	CONTRACTORS, INC.				CAPITAL
CA02785	CESA CONTRACTORS, INC.	CARPORT	3/28/2006	\$3,157.00	SST NON-CAPITAL
CA02786	CESA CONTRACTORS, INC.	CARPORT	3/25/2006	\$3,157.00	SST NON-CAPITAL
CA02787	CESA CONTRACTORS, INC.	CARPORT	3/28/2006	\$3,157.00	SST NON-CAPITAL
CA02788	CESA CONTRACTORS, INC.	CARPORT	3/28/2006	\$4,782.00	SST NON-CAPITAL
CA02789	CESA CONTRACTORS, INC.	CARPORT	3/28/2006	\$4,782.00	SST NON-CAPITAL
CA02790	RUDY'S FARM CENTER	TRAILER	10/21/2005	\$2,125.00	SST NON-CAPITAL
CA02791	RUDY'S FARM CENTER	TRAILER	10/21/2005	\$2,125.00	SST NON-CAPITAL
CA02792	STEWARTS EQUIPMENT CO.	SPREADER	12/20/2005	\$6,654.00	SST NON-CAPITAL
CA02793	MEYER	SNOW PLOW	12/20/2005	\$7,190.00	SST NON-CAPITAL
CA02794	UNITED CUSTOM BUILDERS	CARPORT	11/21/2005	\$4,695.00	SST NON-CAPITAL
CA02795	UNITED CUSTOM BUILDERS	CARPORT	11/21/2005	\$4,695.00	SST NON-CAPITAL
CA02808	Varitech Industries	Brine Machine	1/25/2007	\$7,500.00	SST NON-CAPITAL
CA02809	Varitech Industries	Brine Shelter	1/25/2007	\$12,500.00	SST NON-CAPITAL
CA02810	H-P	CPU	9/1/2005	\$721.00	SST NON-CAPITAL
CA02811	FIRE KING	SAFE	6/30/2006	\$800.00	SST NON-CAPITAL
CA02812	CISCO	NETWORK SWITCH	9/1/2005	\$1,800.00	SST NON-CAPITAL
CA02813	CISCO	NETWORK SWITCH	9/1/2005	\$1,800.00	SST NON-CAPITAL
CA02814	CISCO	NETWORK SWITCH	9/1/2005	\$1,800.00	SST NON-CAPITAL
CA02815	CISCO	NETWORK SWITCH	9/1/2005	\$1,800.00	SST NON-CAPITAL
CA02816	CISCO	NETWORK SWITCH	9/1/2005	\$1,800.00	SST NON-CAPITAL
CA02817	CISCO	NETWORK SWITCH	9/1/2005	\$1,800.00	SST NON-CAPITAL
CA02818	CISCO	NETWORK SWITCH	9/1/2005	\$1,800.00	SST NON-CAPITAL
CA02819	CISCO	NETWORK SWITCH	9/1/2005	\$1,800.00	SST NON-

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
					CAPITAL
CA02820	CISCO	NETWORK SWITCH	9/1/2005	\$1,800.00	SST NON-CAPITAL
CA02821	DR	BRUSH MOWER	10/2/2006	\$2,420.00	SST NON-CAPITAL
CA02822	GBC	BINDING MACHINE	10/4/2005	\$1,620.00	SST NON-CAPITAL
CA02823	INDUSTRIAL SCIENTIFIC	AIR MONITOR KIT	9/26/2006	\$3,322.15	SST NON-CAPITAL
CA02825	COMPAQ	MONITOR	2/16/2007	\$1,000.00	SST NON-CAPITAL
CA02826	HONDA	GENERATOR	2/16/2007	\$3,000.00	SST NON-CAPITAL
CA02827	HONDA	GENERATOR	2/16/2007	\$3,000.00	SST NON-CAPITAL
CA02828	SAFETY-KLEEN	PARTS CLEANER	11/2/2005	\$1,500.00	SST NON-CAPITAL
CA02829	MULTIQUIP	PUMP	2/16/2007	\$2,000.00	SST NON-CAPITAL
CA02830	MILLERMATIC	WELDING MACHINE	2/16/2007	\$786.00	SST NON-CAPITAL
CA02831	FUJITSU	SCANNER	3/6/2007	\$6,069.00	SST NON-CAPITAL
CA02832	PLANAR	MONITOR	3/6/2007	\$244.00	SST NON-CAPITAL
CA02833	H-P	CPU	3/6/2007	\$700.00	SST NON-CAPITAL
CA02834	NEC	MONITOR	3/22/2007	\$250.00	SST NON-CAPITAL
CA02835	H-P	CPU	3/22/2007	\$750.00	SST NON-CAPITAL
CA02837	H-P	CPU	4/13/2007	\$800.00	SST NON-CAPITAL
CA02838	NEC	MONITOR	4/13/2007	\$200.00	SST NON-CAPITAL
CA02839	NEC	MONITOR	4/13/2007	\$200.00	SST NON-CAPITAL
CA02840	H-P	CPU	4/13/2007	\$800.00	SST NON-CAPITAL
CA02841	NEC	MONITOR	4/13/2007	\$200.00	SST NON-CAPITAL
CA02842	H-P	CPU	4/13/2007	\$800.00	SST NON-CAPITAL
CA02843	RESEARCH & MOTION	BLACKBERRY	6/8/2007	\$350.00	SST NON-CAPITAL
CA02844	PLANAR	MONITOR	6/19/2007	\$220.00	SST NON-CAPITAL
CA02845	PLANAR	MONITOR	6/19/2007	\$220.00	SST NON-CAPITAL
CA02846	PLANAR	MONITOR	6/19/2007	\$220.00	SST NON-CAPITAL
CA02847	JOHN DEERE	GRADER	7/10/2007	\$51,792.00	SST CAPITAL

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
CA02848	PLANAR	MONITOR	7/9/2007	\$220.00	SST NON-CAPITAL
CA02849	H-P	PRINTER	11/1/2006	\$200.00	SST NON-CAPITAL
CA02850	H-P	PRINTER	8/1/2007	\$200.00	SST NON-CAPITAL
CA02851	H-P	PRINTER	8/1/2007	\$200.00	SST NON-CAPITAL
CA02852	3M	PROJECTOR	8/3/2007	\$294.00	SST NON-CAPITAL
CA02853	RIDGID	Pipe Threading Machine Ridgid Portable Power Drive	8/20/2007	\$1,112.50	SST NON-CAPITAL
CA02854	RESEARCH & MOTION	BLACKBERRY	8/20/2007	\$350.00	SST NON-CAPITAL
CA02855	RESEARCH & MOTION	BLACKBERRY	8/20/2007	\$350.00	SST NON-CAPITAL
CA02856	RESEARCH & MOTION	BLACKBERRY	8/20/2007	\$350.00	SST NON-CAPITAL
CA02857	RESEARCH & MOTION	BLACKBERRY	8/20/2007	\$350.00	SST NON-CAPITAL
CA02858	RESEARCH & MOTION	BLACKBERRY	8/20/2007	\$350.00	SST NON-CAPITAL
CA02859	KUBOTA	TRACTOR	9/19/2007	\$13,837.00	SST NON-CAPITAL
CA02860	KUBOTA	TRACTOR	9/19/2007	\$17,838.00	SST NON-CAPITAL
CA02861	KUBOTA	SWEEPER	9/19/2007	\$2,251.00	SST NON-CAPITAL
CA02862	KUBOTA	BLADE	9/19/2007	\$1,113.00	SST NON-CAPITAL
CA02863	KUBOTA	MOWER	9/19/2007	\$2,828.00	SST NON-CAPITAL
CA02864	KUBOTA	MOWER	9/19/2007	\$2,828.00	SST NON-CAPITAL
CA02865	KUBOTA	TRACTOR CAB	9/19/2007	\$2,917.00	SST NON-CAPITAL
CA02866	OPTIQUEST	MONITOR	9/25/2007	\$200.00	SST NON-CAPITAL
CA02867	H-P	PRINTER	9/25/2007	\$250.00	SST NON-CAPITAL
CA02868	H-P	SERVER	9/26/2007	\$4,975.00	SST NON-CAPITAL
CA02869	H-P	SERVER	9/26/2007	\$3,700.00	SST NON-CAPITAL
CA02870	VIEWSONIC	MONITOR	9/26/2007	\$219.00	SST NON-CAPITAL
CA02871	VIEWSONIC	MONITOR	9/26/2007	\$219.00	SST NON-CAPITAL
CA02872	H-P	WORKSTATION	9/26/2007	\$800.00	SST NON-CAPITAL
CA02873	VIEWSONIC	MONITOR	9/26/2007	\$250.00	SST NON-CAPITAL

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
CA02874	H-P	WORKSTATION	9/26/2007	\$800.00	SST NON-CAPITAL
CA02875	Barracuda Networks	FILTER	12/7/2007	\$4,975.00	SST NON-CAPITAL
CA02876	H-P	SERVER	9/26/2007	\$3,700.00	SST NON-CAPITAL
CA02877	H-P	SERVER	9/26/2007	\$5,670.00	SST NON-CAPITAL
CA02878	VIEWSONIC	MONITOR	9/26/2007	\$219.00	SST NON-CAPITAL
CA02879	H-P	SERVER	9/26/2007	\$5,670.00	SST NON-CAPITAL
CA02880	VIEWSONIC	MONITOR	9/26/2007	\$219.00	SST NON-CAPITAL
CA02881	VIEWSONIC	MONITOR	9/26/2007	\$219.00	SST NON-CAPITAL
CA02882	H-P	WORKSTATION	9/26/2007	\$800.00	SST NON-CAPITAL
CA02883	H-P	SERVER	9/26/2007	\$3,700.00	SST NON-CAPITAL
CA02884	VIEWSONIC	MONITOR	9/26/2007	\$250.00	SST NON-CAPITAL
CA02885	VIEWSONIC	MONITOR	9/26/2007	\$250.00	SST NON-CAPITAL
CA02886	H-P	WORKSTATION	9/26/2007	\$800.00	SST NON-CAPITAL
CA02887	H-P	WORKSTATION	9/26/2007	\$800.00	SST NON-CAPITAL
CA02888	H-P	WORKSTATION	9/26/2007	\$800.00	SST NON-CAPITAL
CA02889	CISCO	SWITCH	9/26/2007	\$5,460.00	SST NON-CAPITAL
CA02891	VIEWSONIC	MONITOR	9/27/2007	\$219.00	SST NON-CAPITAL
CA02892	RESEARCH & MOTION	BLACKBERRY	9/26/2007	\$280.00	SST NON-CAPITAL
CA02893	PANASONIC	LAPTOP	10/2/2007	\$2,500.00	SST NON-CAPITAL
CA02894	PANASONIC	LAPTOP	10/2/2007	\$2,500.00	SST NON-CAPITAL
CA02896	TOSHIBA	PROJECTOR	10/8/2007	\$350.00	SST NON-CAPITAL
CA02897	H-P	SERVER	10/4/2027	\$4,000.00	SST NON-CAPITAL
CA02898	H-P	SERVER	10/4/2007	\$4,000.00	SST NON-CAPITAL
CA02899	RSA	SERVER	10/4/2007	\$10,000.00	SST NON-CAPITAL
CA02900	CISCO	ROUTER	10/4/2007	\$5,000.00	SST NON-CAPITAL
CA02901	DOUBLESIGHT	MONITOR (DUAL STATION)	10/4/2007	\$639.00	SST NON-CAPITAL

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
CA02902	DOUBLESIGHT	MONITOR (DUAL STATION)	10/4/2007	\$639.00	SST NON-CAPITAL
CA02903	APC	BATTERY	10/16/2007	\$3,500.00	SST NON-CAPITAL
CA02904	APC	BATTERY	10/16/2007	\$3,500.00	SST CAPITAL
CA02905	APC	BATTERY	6/1/2005	\$2,500.00	SST NON-CAPITAL
CA02906	STIHL	EDGER	11/2/2007	\$250.00	SST NON-CAPITAL
CA02907	H-P	SERVER	11/18/2007	\$6,600.00	SST NON-CAPITAL
CA02908	H-P	SERVER	11/18/2007	\$5,900.00	SST NON-CAPITAL
CA02909	H-P	WORKSTATION	11/18/2007	\$900.00	SST NON-CAPITAL
CA02910	H-P	WORKSTATION	11/18/2007	\$900.00	SST NON-CAPITAL
CA02911	H-P	PRINTER	11/27/2007	\$500.00	SST NON-CAPITAL
CA02912	CISCO	NETWORK SWITCH	11/27/2007	\$800.00	SST NON-CAPITAL
CA02913	CISCO	NETWORK SWITCH	11/28/2007	\$800.00	SST NON-CAPITAL
CA02914	H-P	PRINTER	11/28/2007	\$500.00	SST NON-CAPITAL
CA02915	H-P	NETWORK SWITCH	12/7/2007	\$372.00	SST NON-CAPITAL
CA02916	H-P	SERVER	12/7/2007	\$7,000.00	SST NON-CAPITAL
CA02917	H-P	NETWORK STORAGE	12/7/2007	\$4,600.00	SST NON-CAPITAL
CA02918	H-P	NETWORK SWITCH	12/7/2007	\$372.00	SST NON-CAPITAL
CA02919	H-P	NETWORK SWITCH	12/7/2007	\$372.00	SST NON-CAPITAL
CA02920	H-P	NETWORK SWITCH	12/7/2007	\$372.00	SST NON-CAPITAL
CA02921	H-P	NETWORK SWITCH	12/7/2007	\$372.00	SST NON-CAPITAL
CA02922	H-P	SERVER	12/7/2007	\$9,000.00	SST NON-CAPITAL
CA02923	APC	TRANSFER SWITCH	12/11/2007	\$450.00	SST NON-CAPITAL
CA02924	APC	BATTERY BACKUP	12/11/2007	\$450.00	SST NON-CAPITAL
CA02925	H-P	CPU	1/9/2008	\$425.00	SST NON-CAPITAL
CA02926	H-P	CPU	1/9/2008	\$425.00	SST NON-CAPITAL
CA02927	H-P	CPU	1/9/2008	\$425.00	SST NON-CAPITAL
CA02928	H-P	CPU	1/9/2008	\$425.00	SST NON-

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
					CAPITAL
CA02929	H-P	CPU	1/9/2008	\$425.00	SST NON-CAPITAL
CA02930	H-P	CPU	1/9/2008	\$425.00	SST NON-CAPITAL
CA02931	H-P	CPU	1/9/2008	\$425.00	SST NON-CAPITAL
CA02932	H-P	CPU	1/9/2008	\$425.00	SST NON-CAPITAL
CA02933	H-P	CPU	1/9/2008	\$425.00	SST NON-CAPITAL
CA02934	H-P	CPU	1/9/2008	\$425.00	SST NON-CAPITAL
CA02935	H-P	CPU	1/9/2008	\$425.00	SST NON-CAPITAL
CA02936	H-P	CPU	1/9/2008	\$425.00	SST NON-CAPITAL
CA02937	H-P	CPU	1/9/2008	\$425.00	SST NON-CAPITAL
CA02938	H-P	CPU	1/9/2008	\$425.00	SST NON-CAPITAL
CA02939	H-P	CPU	1/9/2008	\$425.00	SST NON-CAPITAL
CA02940	CISCO	NETWORK SWITCH	1/23/2008	\$850.00	SST NON-CAPITAL
CA02941	H-P	CPU	2/15/2008	\$500.00	SST NON-CAPITAL
CA02942	H-P	WORKSTATION	2/15/2008	\$500.00	SST NON-CAPITAL
CA02943	H-P	CPU	2/15/2008	\$500.00	SST NON-CAPITAL
CA02944	H-P	CPU	2/15/2008	\$500.00	SST NON-CAPITAL
CA02945	H-P	CPU	2/15/2008	\$500.00	SST NON-CAPITAL
CA02946	H-P	CPU	2/15/2008	\$500.00	SST NON-CAPITAL
CA02947	H-P	CPU	12/28/2007	\$450.00	SST NON-CAPITAL
CA02948	H-P	CPU	12/18/2007	\$450.00	SST NON-CAPITAL
CA02949	H-P	CPU	12/18/2007	\$450.00	SST NON-CAPITAL
CA02950	H-P	CPU	12/18/2007	\$450.00	SST NON-CAPITAL
CA02951	H-P	CPU	12/18/2007	\$450.00	SST NON-CAPITAL
CA02952	H-P	CPU	12/18/2007	\$450.00	SST NON-CAPITAL
CA02953	H-P	CPU	12/18/2007	\$450.00	SST NON-CAPITAL
CA02954	H-P	CPU	12/18/2007	\$450.00	SST NON-

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
					CAPITAL
CA02955	H-P	CPU	12/18/2007	\$450.00	SST NON-CAPITAL
CA02956	H-P	CPU	12/18/2007	\$450.00	SST CAPITAL
CA02957	H-P	CPU	12/18/2007	\$450.00	SST NON-CAPITAL
CA02958	H-P	CPU	12/18/2007	\$450.00	SST NON-CAPITAL
CA02959	H-P	CPU	12/18/2007	\$450.00	SST NON-CAPITAL
CA02960	H-P	CPU	12/18/2007	\$450.00	SST NON-CAPITAL
CA02961	H-P	CPU	12/11/2007	\$450.00	SST NON-CAPITAL
CA02962	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02963	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02964	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02965	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02966	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02967	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02968	H-P	CPU	2/25/2008	\$450.00	SST CAPITAL
CA02969	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02970	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02971	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02972	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02973	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02974	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02975	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02976	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02977	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02978	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02979	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02980	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02981	H-P	CPU	2/25/2008	\$450.00	SST NON-

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
					CAPITAL
CA02982	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02983	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02984	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02985	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02986	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02987	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02988	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02989	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02990	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02991	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02992	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02993	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02994	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02995	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02996	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02997	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02998	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA02999	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA03000	H-P	CPU	2/25/2008	\$450.00	SST NON-CAPITAL
CA03001	CISCO	NETWORK SWITCH	3/12/2008	\$1,800.00	SST NON-CAPITAL
CA03002	CISCO	NETWORK SWITCH	3/12/2008	\$1,800.00	SST NON-CAPITAL
CA03003	CISCO	NETWORK SWITCH	3/12/2008	\$1,800.00	SST NON-CAPITAL
CA03004	CISCO	NETWORK SWITCH	3/12/2008	\$1,800.00	SST NON-CAPITAL
CA03005	H-P	CPU	4/8/2009	\$450.00	SST NON-CAPITAL
CA03006	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03007	H-P	CPU	4/8/2008	\$450.00	SST NON-

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
					CAPITAL
CA03008	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03009	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03010	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03011	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03012	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03013	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03014	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03015	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03016	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03017	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03018	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03019	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03020	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03021	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03022	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03023	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03024	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03025	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03026	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03027	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03028	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03029	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03030	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03031	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03032	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03033	H-P	CPU	4/8/2008	\$450.00	SST NON-

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
					CAPITAL
CA03034	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03035	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03036	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03037	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03038	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03039	H-P	CPU	4/8/2008	\$450.00	SST NON-CAPITAL
CA03040	Mid-America	TRAILER	5/5/2008	\$3,286.00	SST NON-CAPITAL
CA06032	H-P	CPU	9/25/2006	\$785.00	SST NON-CAPITAL
E009345	DODGE	1987 Dodge Pickup	5/14/1987	\$6,245.00	SST NON-CAPITAL
E009429	CHEVROLET	Chevy Cargo Van	4/1/1987	\$9,611.00	SST NON-CAPITAL
E110180	DODGE	1993 DODGE PICKUP	2/10/1993	\$8,850.00	SST NON-CAPITAL
E110232	JEEP	1994 Jeep Cherokee	11/1/1993	\$17,329.00	SST NON-CAPITAL
E110237	DODGE	TRUCK, UTILITY	6/15/1994	\$14,724.89	SST NON-CAPITAL
E110239	CHEVROLET	1994 4X4 CHEVY PICKUP	6/1/1994	\$14,320.00	SST NON-CAPITAL
E110246	FORD	TRUCK, CARRYALL	8/12/1994	\$19,446.00	SST NON-CAPITAL
E110608	DODGE	TRUCK, UTILITY	6/1/1994	\$16,837.00	SST NON-CAPITAL
E110633	GMC	TRUCK, FLAT BED (12,500 - 23,499 VW)	12/1/1977	\$7,620.00	SST NON-CAPITAL
E110859	DODGE	1995 DODGE VAN	3/1/1995	\$18,595.00	SST NON-CAPITAL
E110923	GMC	TRUCK, PICKUP	9/1/1995	\$15,587.00	SST NON-CAPITAL
E110936	CHEVROLET	TRUCK, VAN (Less than 8,500 GVW)	1/11/1996	\$18,501.00	SST NON-CAPITAL
E110938	DODGE	TRUCK, VAN (Less than 8,500 GVW)	2/21/1996	\$21,034.00	SST NON-CAPITAL
E111524	FORD	1990 FORD MINI VAN	4/1/1990	\$12,822.00	SST NON-CAPITAL
E111697	CHEVROLET	1991 CHEVY PICKUP	5/31/1991	\$8,499.00	SST NON-CAPITAL
E112252	DODGE	1991 DODGE PICKUP	7/3/1991	\$10,397.00	SST NON-CAPITAL
E112293	FORD	TRUCK, PICKUP	1/18/1995	\$12,443.00	SST NON-CAPITAL
E112296	FORD	TRUCK, CARRYALL	7/20/1995	\$22,878.00	SST NON-

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Property Number	Manufacturer Name	Description	Purchase Date	Total Cost Amount	Property Center
					CAPITAL
E112427	FORD	BUS (DOE)	11/1/1992	\$40,855.00	SST NON-CAPITAL
E112462	CHRYSLER	VAN WAGON	2/18/1996	\$18,070.00	SST NON-CAPITAL
E112467	DODGE	TRUCK, PICKUP	5/1/1996	\$13,275.00	SST NON-CAPITAL
E112517	FORD	TRUCK, VAN (Less than 8,500 GVW)	7/1/1995	\$14,862.00	SST NON-CAPITAL
E112752	JEEP	2001 JEEP CHEROKEE	6/1/2001	\$18,769.00	SST NON-CAPITAL
E112753	FORD	2002 FORD EXPLORER	6/2/2002	\$19,986.00	SST NON-CAPITAL
E112836	WHITE	TRUCK, TRACTOR (24,000 GVW and over)	1/1/1977	\$38,425.00	SST NON-CAPITAL
E201625	JEEP	JEEP CHEROKEE	11/24/1993	\$17,329.00	SST NON-CAPITAL
E201626	INTERNATIONAL	2000 DUMP TRUCK	12/7/2005	\$30,000.00	SST NON-CAPITAL
E201627	FREIGHT LINER	WATER TRUCK	8/29/2006	\$24,945.00	SST NON-CAPITAL
G414728G	CHEVROLET	VAN	3/24/2008	\$195.00	SST NON-CAPITAL
K334208	PROTEAN	LOW BACKGROUND COUNTER	1/30/2002	\$36,000.00	SST NON-CAPITAL
KA32527	SOUTHWIND	CPU	12/1/1994	\$2,500.00	SST NON-CAPITAL
KA34184	NORTHGATE	CPU	8/1/2001	\$2,000.00	SST NON-CAPITAL

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
ATTACHMENT J4 – PADUCAH LIST OF DELIVERABLES

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
PADUCAH LIST OF DELIVERABLES

All deliverables shall be provided to DOE in an editable electronic format (i.e., rather than PDF) in addition to hardcopy.

	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
General Management/Project Performance					
1.	Contract Transition Plan	Contract clause F.5	3 days after contract award		DOE Approval
2.	Near-Term Infrastructure Baseline	Contract clause H.1	120 days after contract award; updates when changes are made to the baseline		DOE Approval
3.	Infrastructure Lifecycle Baseline	Contract clause H.1	120 days after contract award; updates when changes are made to the baseline		DOE Approval
4.	Project Management Plan	Contract clause H.1	90 days after contract award		DOE Approval
5.	Risk Management Plan	Contract clause H.1	120 days after contract award		DOE Approval
6.	PBS Budget Allocation Plan.	Contract clause H.1	120 days after contract award, and annually by September 30 th .		DOE Approval
7.	WBS Dictionary	DOE O 430.1B, Chg 1	120 days after contract award		DOE Information
8.	Energy Employees Occupational Illness Compensation Act Claims Activity Report	EEOIC Act of 2000	Monthly by the 15 th for the previous month		DOE Information

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Attachment J4**

	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
9.	PGDP Facility Lease Status Map	Contract clause C.1.13.6	Within two weeks of issuance of a revision	Update and provide original to Contracting Officer and eight (8) copies to the COR	DOE Information
10.	Update to Citizens Advisory Board (CAB)	Federal Advisory Committee Act	Monthly		DOE Information
11.	Project Performance Reports	Contract clause H.1	Monthly	Approach for managing and controlling the project, integration of services, description of the project control systems and baselines	DOE Approval
12.	Cost Benefit Analysis and Project Plan	Contract clause C.1.7	120 days after CO direction	On-site refueling station for regular and alternative fuels	DOE Approval
13.	Baseline Change Proposal (BCP) Log	Contract clause H.1	Monthly	Monthly invoices	DOE Information
14.	Submission of Invoices	Contract clause G.4(b)	Monthly	List of Key Personnel	DOE Approval
15.	Key Personnel List	Contract clause H.6	30 days prior to any proposed changes	Semi-annual fee invoice	DOE Approval
16.	Fee Invoices	Contract clause G.4(c)	Quarterly	Administrative activities to close-out contract.	DOE Approval

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	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
17.	Contract Close-out Plan	Contract clause F.7	60 days prior to contract completion		DOE Approval
18.	Legal Management Plan	10 CFR 719.12 and Contract clause H.30	60 days after contract award to OGC		DOE Approval
19.	Energy Efficiency Progress Report	Executive Order 13423	As requested	Progress on achieving goals and initiatives	DOE Information
20.	Directives Review	Contract clause H.28	Quarterly	Review of DOE Directive applicability and disposition recommendation	DOE Information
21.	Award Fee Self-Evaluation of Performance	Contract clause H.13	15 days after end of evaluation period		DOE Information
22.	Records Management Plan	Contract clause C.1.9	60 days after contract award		DOE Information
Safeguards & Security/Material Control					
23.	Computer Security Incident Report	DOE O 205.1A	Per Occurrence		DOE Information
24.	Program Cyber Security Plan (PCSP)	DOE O 205.1A	60 days after contract award; every 2 years thereafter		DOE Approval
25.	PCSP Self Assessment	DOE O 205.1A	Annually by March 31st		DOE Information
26.	FOCI Self Assessment Certification	DOE M 470.4-1, Chg 1	Annually, by the end of each year of operation		DOE Information
27.	Site Safeguards and	DOE M 470.4-1,	30 days after contract		DOE Approval

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	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
	Security Plan	Chg 1	award; annual update		
28.	OPSEC Plan; Local threat Assessment/Statement/ OPSEC CPI/indicators lists	DOE M 470.4-4, Chg 1	Annually by October 1		DOE Approval
29.	Security Incident Initial Report	DOE M 470.4-1, Chg 1	Per occurrence		DOE Information
30.	Monthly Report of Incidents of Security Concern (incidents categorized as IMI-4)	DOE M 470.4-1, Chg 1	Monthly by the 15 th for the previous month	Receive input from others to incorporate into report	DOE Information
31.	Classified/ Declassified Program Status Report	DOE M 475.1-1B; Executive Order 12958; 32 CFR Chapter XX, Part 2001.80; 10CFR 1045.19	Quarterly 10 working days following new quarter		DOE Information
32.	Energy Efficiency Progress Report	Executive Order 13423	As requested	Progress on achieving goals and initiatives	DOE Information
Environmental Compliance					
33.	Annual Site Environmental Report	DOE M 231.1-1A, Chg 2	Annually by September 1	Input to Site Remediation Contractor Only	DOE Approval
34.	Energy Consumption Reports	DOE O 430.2B	Quarterly by the 15 th of the month	Using the Energy Management System (EMS) Database	DOE Information

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	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
35.	Energy Management Plan	DOE O 430.2B	60 days after contract award, updated annually thereafter by October 20		DOE Approval
36.	Waste Management Plan	DOE O 435.1, Chg 1; DOE M 435.1-1, Chg 1	60 calendar days after contract award	Input to Site Remediation Contractor Only	DOE Approval
37.	Groundwater Protection Plan	U.S. EPA	Annually by April 1	Input to Site Remediation Contractor Only	DOE Information
38.	Annual Maintenance Report for Required, Actual, and Deferred Costs	DOE O 430.1B, Chg 1	Annually by November 30	Must be submitted using the DOE Condition Assessment Information System	DOE Information
39.	Air Permit Applications	Clean Air Act	As Required		DOE Information
40.	Annual Summary of Radionuclide Air Emissions	EPA; Clean Air Act	Annually by May 1 to support submittal to EPA by June 30	Input to Site Remediation Contractor Only	DOE Information
41.	Annual Hazardous Chemical Inventory Report	SARA Title III, (312 Report)	Annually by January 15	Provide input to others to prepare the report	DOE Information
42.	NEPA Planning Summary	DOE M 231.1-1A, Chg 2	Annually by January 15	Provide input to others to prepare the report	DOE Information
43.	Annual Toxic Chemical Release Inventory (TRI	SARA Title III (313 Report)	Annually by April 15	Provide input to others to prepare	DOE Information

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	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
	Report)			the report	
44.	Annual Compliance Agreement Report	TSCA and FFCA	Annually by June 1	Input and interface with Remediation Contractor	DOE Information
Safety, Health, Quality					
45.	Site Emergency Plan (Integrated with USEC per contract clause) Emergency Coordinator shall be designated by Infrastructure Contractor.	DOE O 151.1C Contract clause C.1.11.6.	60 days after contract award; updated annually	Receive input from others to incorporate into plan	DOE Approval
46.	Hazards Survey	DOE O 151.1C Contract clause C.1.11	60 days after contract award; updated every 3 years or when significant hazardous material inventory changes occur		DOE Approval
47.	Emergency Planning Hazards Assessments (EPHAs)	DOE O 151.1C Contract clause C.1.11	Updated every 3 years or when significant hazardous material inventory changes occur		DOE Approval
48.	Continuity of Operations Plan or Business Recovery Plan	DOE O 150.1 Contract clause C.1.11	60 days after contract award; updated annually		DOE Approval
49.	Individual Accident/Incident & Injury/Illness Report (DOE Form 5484.3)	DOE M 231.1-1A, Chg 2	Quarterly by the 25 th of April, July, Oct, and Jan to CAIRS		DOE Information

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	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
50.	Report of Work-Related Damage or Loss of Property and Vehicles Due to Accidents	DOE M 231.1-1A, Chg 2	Annually		DOE Information
51.	Excess Injuries and Illnesses Report	DOE M 231.1-1A, Chg 2	Quarterly each April, July, Oct, and Jan to CAIRS		DOE Information
52.	Reporting Subcontractor Accident Information (F 5484.3 and 5484.4)	DOE M 231.1-1A, Chg 2	Per event		DOE Information
53.	Tabulation of Work Hours and Vehicle Usage (F 5484.4)	DOE M 231.1-1A, Chg 2	Quarterly each April, July, Oct, and Jan to CAIRS		DOE Information
54.	Annual Fire Protection Summary	DOE M 231.1-1A, Chg 2	April 30 of the following year		DOE Information
55.	Annual Radiological Exposure Data Reporting	DOE M 231.1-1A, Chg 2 10 CFR 835.702	The preliminary Annual Radiological Exposure Data Report will be submitted to REMS by 3/31 and the final Annual radiological Exposure Monitoring Reports to REMS by 8/31. Since this report is protected by the Privacy Act, written confirmation will be submitted to		DOE Information

Section J

	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
			PPPO upon completion of this submittal, however the actual data will not be transmitted to PPPO.		
56.	Occupational Radiation Exposure Reports to Individuals	DOE M 231.1-1A, Chg 2; 10 CFR 835.801	Annually to the individual within 60 days following submittal of Annual Radiological Exposure Data Reporting		DOE Information
57.	Occurrence Reporting and Processing System Reports	DOE M 231.1-2	Per occurrence	Per Manual	DOE Approval of event reports
58.	Worker Safety and Health Plan	10 CFR 851	30 days after contract award; updated annually for changes	DOE approval prior to the commencement of work	DOE Approval
59.	Employee Concern Program Status Report	DOE O 442.1A	Quarterly		DOE Information
60.	Quality Assurance Plan	NQA-1-2004 (and addenda through 2007) 10 CFR 830.120 DOE O 414.1C Contract clause C.1.11.5	30 days after contract award (prior to the commencement of work; annually for changes)		DOE initial approval; approval of changes
61.	Radiation Protection Plan	10 CFR 835	60 days after contract	As required for	DOE Approval

	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
			award	Infrastructure Contractor work	
62.	Integrated Safety Management System Plan	DEAR 970.5223-1; DOE O 450.1A Contract clause C.1.11.4	60 days after contract award, updated annually by March each year.		DOE Approval
63.	Training Implementation Matrix	DOE O 5480.20A, Chg 1	30 days after contract award (DOE approval prior to the commencement of work; updated when necessary)	Applicable if Option Item 003 is exercised. Matrix which defines and describes the application of selection, qualification, and training requirements of DOE O 5480.20A	DOE Approval
64.	Documented Safety Analyses and Safety Basis Documents	10 CFR 830	30 days after contract award (DOE approval prior to the commencement of work; annually for changes)	Applicable if Option Item 003 is exercised.	DOE Approval
65.	USQ Process	10 CFR 830	30 days after contract award (DOE approval prior to the commencement of work; annually for	Applicable if Option Item 003 is exercised.	DOE Approval

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	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
			changes)		
Financial/Budget					
66.	Budget Call Inputs	DOE O 130.1	Annually as requested		DOE Information
67.	Ten-Year Site Plan	DOE O 430.1B, Chg 1	6 months after award; update annually concurrent with response to DOE budget call	NOTE: Input provided by other site contractors	DOE Information
68.	Financial Plan Requests	DOE Planning and Budget Requirement	Monthly by the 15 th of the month		DOE Information
69.	Issue/Receive and record Inter-office Work Orders	DOE Accounting Handbook	Monthly by 20 th calendar day		DOE Information
70.	DOE Annual Estimated Property Valuation	DOE M 231.1-1A, Chg 2	Annually by January 31	NOTE: Input provided by other site contractors	DOE Information
71.	Statement of Costs Incurred and Claimed	DOE Accounting Handbook	Annually by December 3		DOE Information
72.	Monthly Commitment Reports/Monthly Accruals		Monthly by 10 th workday		DOE Information
73.	Quarterly Erroneous Payment Report	DOE-HQ Requirement	Quarterly		DOE Information
74.	Reporting associated with DOE Orders regarding Inspector General and General Accounting Office activities		As required		DOE Approval
75.	Intergovernmental Payment and Collection (IPAC)	OMB M-03-01	Monthly by 20 th calendar day, as		DOE Information

Section J

	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
	flatfile		appropriate		
76.	Audited Financial Statement		As required		DOE Information
77.	Transportation Bills	GSA	Quarterly		DOE Information
78.	Federal Managers Financial Integrity Act Report	Public Law 97-255	As required		DOE Information
79.	Travel Cost Summary	DOE HQ requirement	Quarterly		DOE Information
80.	Employer's Accounting for Postretirement Benefits Other Than Pensions	Statement of Federal Financial Accounting Standards (SFFAS) 106 and 132	Annually- special request		DOE Information
81.	Employer's Accounting for Pensions	SFFAS 87 and 132	Annually- special request		DOE Information
82.	Environmental Liabilities	Financial Statements	Annually and quarterly- special request		DOE Information
83.	Environmental, Safety and Health Liabilities	Financial Statements	Annually- special request		DOE Information
84.	Deferred Maintenance	Financial Statements	Annually- special request		DOE Information
85.	Management Representation and Certification	Financial Statements	Annually- special request		DOE Information
86.	Conference Management Report	DOE HQ requirement	As required		DOE Information
87.	Uncosted Balance Report	DOE HQ requirement			DOE Information
88.	Mandatory Obligation	DOE HQ	Annually- special		DOE Information

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	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
	Report	requirement	request		
89.	Cash Collections	DOE HQ requirement	As required		DOE Information
90.	Support for Preparation of Triennial Report to Congress- D&D fund	Energy Policy Act of 2007	Special request		DOE Information
Human Resources					
91.	Advance Understandings on Human Resources Policies and Systems (Total Compensation System)	DOE O 350.1, Chg 1 Contract clause H.18(b)	Within 30 days of contract award		DOE Approval
92.	Human Resources Compensation Plan (Salary Plan)	DOE O 350.1, Chg 1 Contract clause H.18(a)	Within 30 days of contract award; update annually by March 1 of each year for the next CY		DOE Approval
93.	Application for Contractor Compensation Approval (DOE F3220.5 for each of the five most highly compensated employees within the contractor's organization)	DOE O 350.1, Chg 1 Contract clause H.18(d)(2) DOE Acquisition Letter 2000-12, Executive Compensation dated 12/15/00 FAR 31.205-6	Annually by February 1; or anytime there is a proposed change in salary of the designated key personnel.		DOE Approval
94.	Employee Benefits Value	Contract clause	Every two years	Actuarial study of	DOE Approval

Section J

	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
	Study	H.18(f)(3)(a)		the relative value of the benefits programs offered by the contractor	
95.	Employee Benefits Cost Study Comparison	Contract clause H.18(f)(3)(b)	Annually	Analysis of the contractor's employee benefits costs	DOE Approval
96.	Monthly Head Count		Monthly As Required by EMCBC		DOE Information
97.	Report of Contractor Expenditures for Employee Supplementary Compensation (Breakdown of employee benefits compensation)	DOE O 350.1, Chg 1	Annually by March 1	Submitted via the Workforce Information System (WFIS)	DOE Information
98.	Contractor Salary-Wage Increase Expenditure (Reports breakouts for merit, promotion variable pay, special adjustments & structure movements for each pay structure)	DOE O 350.1, Chg 1	30 days after program year		DOE Information
99.	Actuarial Valuation Reports (Report of annual actuarial valuation report for each DOE-reimbursed pension plan)	DOE O 350.1, Chg 1	Annually by September 30 following the plan year		DOE Information
100.	Form 5300 (Part of tax	DOE O 350.1, Chg	As required		DOE Information

Section J

	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
	return submitted to the IRS that documents the establishment, amendments, termination, spin-off, or merger of a plan)	1			
101.	Collective Bargaining Agreements	DOE O 350.1, Chg 1	24 hours after conclusion of negotiation		DOE Information
102.	Report of Settlement (Provides the CO with a settlement summary after formal ratification of a collective bargaining agreement)	DOE O 350.1, Chg 1	30 days after contract settlement	This report is automated on WFIS within the collective bargaining agreement module.	DOE Information
103.	Head Count for end of Current Fiscal Year and Projected head Count for Upcoming Fiscal Year		As required by EMCBC		DOE Information
104.	Projected Layoff's for Current Fiscal Year and Future Fiscal Years		As requested by EMCBC		DOE Information
105.	Standard Form 98-"Notice of Intention to Make a Service Contract and Response to Notice"	DOE O 350.1, Chg 1	As required		DOE Information
106.	Work Force Restructuring Plan	DOE O 350.1, Chg	As required		DOE Approval

Section J

	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
		<p>1 Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, DOE Interim Planning Guidance for Contractor Work Force Restructuring Federal Register vol. 61, no. 44, pp 8593-8602 (March 5, 1996), and Secretarial Policy</p>	<p>(Prior to any planned work force restructuring action)</p>		
107.	Compensation Program Description	DOE O 350.1, Chg 1	30 days after contract award		DOE Approval at Applicable Thresholds
108.	Proposed Major Compensation and Benefit Plan Program Design Changes	DOE O 350.1, Chg 1	30 days after contract award	NOTE: Major changes to the compensation program and benefit design changes need to be submitted in advance for DOE approval anytime the contractor is proposing to make a major change in either program.	DOE Approval

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Attachment J4

	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
109.	Annual Compensation Increase Plan	DOE O 350.1, Chg 1	30 days after contract award; annually thereafter at the beginning of the program year		DOE Approval
110.	Annual Overtime Control Plan	DOE O 350.1, Chg 1	30 days after contract award; as required by DOE O 350.1		DOE Approval
111.	Semiannual Report on Overtime Use	DOE O 350.1, Chg	90 days after contract award; as required by DOE O 350.1		DOE Approval
112.	Contractor Benefits Program	DOE O 350.1, Chg 1	30 days after contract award		DOE Approval
113.	Copies of IRS Form 5500 with schedules	DOE O 350.1, Chg 1	Within one year of the last day of the plan year		DOE Information
114.	Plan Experience Reports for Liability Insurance	DOE O 350.1, Chg 1	As requested by EMCBC		CO Information
115.	Workplace Substance Abuse Program	DOE O 350.1, Chg 1	30 days after contract award		DOE Approval
116.	Substance Abuse Program Results and Reports for Lower Tier Subcontractors	DOE O 350.1, Chg 1 10 CFR 707	Semiannually, January 30 and July 30		DOE Information
117.	Employee Assistance Program Implementation Plan	DOE O 350.1, Chg 1	30 days after contract award		DOE Approval
118.	Employee Assistance Program Services Reports	DOE O 350.1, Chg 1	As requested		DOE Information

	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
119.	Employment Reports for Special Disabled Veterans and Veterans of the Vietnam Era (Federal Contractor Veterans' Employment Report VETS-100)	Section I.37, FAR 52.222-37	Annually by September 30		DOE Information
120.	Equal Opportunity SF100 (EEO-1)	41CFR60-1.7(a)(1)	Annually by September 30		DOE Information
121.	Affirmative Action Compliance Program- Females and minorities	41CFR60-1.40(a) 41CFR60-1.40(c) 41CFR60-1.14	Annual update by January 31		DOE Information
122.	Affirmative Action Compliance Program- Veterans and Individuals with Disabilities	41CFR60.250.5(a) 41CFR60.250.40(b) 41CFR60.250.50(c) 41CFR50.741.40(b) 41CFR50.741.40(c)	Annual update by July 1		DOE Information
Property					
123.	Annual Personal Property Inventory Report	DOE O 580.1, Chg 1	Annually by Sep 30	Results of Annual Physical Inventories	DOE Information
124.	Loss, Damage, Destruction or Theft of Personal Property	DOE O 580.1, Chg 1	Monthly By 5 th Day	Report of LDD and Theft of Personal Property	DOE Information
125.	Property Management Plan	DOE O 580.1, Chg 1	60 days after contract award	Written Property Control	DOE Information

Section J

	Deliverable name	Requirement	Schedule for deliverable	Comments	Approval Required
				Procedures	
126.	Annual Report of Personal Property by Cost & Quantity	DOE O 580.1, Chg 1	Annually by Dec 15	Property Information Database System (PIDS)	DOE Information
127.	Contractor Balanced Scorecard Plan	DOE O 580.1, Chg 1	Annually by Sep 30	Proposed Scorecard Plan for Projected FY	DOE Information
128.	Contractor Balanced Scorecard Assessment	DOE O 580.1, Chg 1	Annually by Dec 1	Reporting Results of Scorecard for Current FY	DOE Information
129.	Annual Report of Sales and Exchange Transactions	41 CFR 102-39.75	Annually by Oct 1	Annual GSA Report	DOE Information
130.	Property Furnished to Non Federal Activities	41 CFR 102-36.295	Annually by Oct 31	Annual GSA Report	DOE Information
131.	Projection of Government Furnished Services and Items	Contract clause H.15	30 days after contract award, quarterly thereafter		DOE Information

Section J

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
ATTACHMENT J5 – PADUCAH SECURITY CLASSIFICATION SPECIFICATION (CSCS)**

(Solicitation Note: The Contractor’s CSCS will be inserted here at award.)

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
ATTACHMENT J6 – PADUCAH WAGE DETERMINATION (SERVICE CONTRACT ACT)**

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
PADUCAH WAGE DECISION AND WAGE DETERMINATION (SERVICE CONTRACT ACT)**

WD 05-2495 (Rev.-10) was first posted on www.wdol.gov on 06/02/2009

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Shirley F. Ebbesen Director	Division of Wage Determinations	Wage Determination No.: 2005-2495 Revision No.: 10 Date Of Revision: 05/26/2009
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States: Arkansas, Kentucky, Mississippi, Tennessee

Area: Arkansas Counties of Craighead, Crittenden, Cross, Lee, Mississippi, Poinsett, St Francis
 Kentucky Counties of Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Marshall, McCracken
 Mississippi Counties of Benton, De Soto, Marshall, Tippah
 Tennessee Counties of Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, Madison, McNairy, Obion, Shelby, Tipton, Weakley

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.13
01012 - Accounting Clerk II		14.75
01013 - Accounting Clerk III		16.36
01020 - Administrative Assistant		21.69
01040 - Court Reporter		16.54
01051 - Data Entry Operator I		11.09
01052 - Data Entry Operator II		12.03
01060 - Dispatcher, Motor Vehicle		16.56
01070 - Document Preparation Clerk		12.03
01090 - Duplicating Machine Operator		12.03
01111 - General Clerk I		11.22
01112 - General Clerk II		12.25
01113 - General Clerk III		14.06
01120 - Housing Referral Assistant		20.25
01141 - Messenger Courier		10.60
01191 - Order Clerk I		11.76
01192 - Order Clerk II		13.16
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		16.28
01263 - Personnel Assistant (Employment) III		18.15
01270 - Production Control Clerk		17.66
01280 - Receptionist		12.03
01290 - Rental Clerk		14.55
01300 - Scheduler, Maintenance		15.74

01311 - Secretary I	15.74
01312 - Secretary II	17.61
01313 - Secretary III	19.63
01320 - Service Order Dispatcher	14.98
01410 - Supply Technician	18.72
01420 - Survey Worker	16.54
01531 - Travel Clerk I	11.78
01532 - Travel Clerk II	12.54
01533 - Travel Clerk III	13.50
01611 - Word Processor I	12.03
01612 - Word Processor II	14.55
01613 - Word Processor III	17.17
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.00
05010 - Automotive Electrician	16.31
05040 - Automotive Glass Installer	14.57
05070 - Automotive Worker	14.60
05110 - Mobile Equipment Servicer	12.78
05130 - Motor Equipment Metal Mechanic	16.31
05160 - Motor Equipment Metal Worker	14.60
05190 - Motor Vehicle Mechanic	16.31
05220 - Motor Vehicle Mechanic Helper	11.85
05250 - Motor Vehicle Upholstery Worker	14.60
05280 - Motor Vehicle Wrecker	14.60
05310 - Painter, Automotive	15.47
05340 - Radiator Repair Specialist	14.60
05370 - Tire Repairer	11.65
05400 - Transmission Repair Specialist	16.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.68
07041 - Cook I	8.94
07042 - Cook II	10.50
07070 - Dishwasher	7.43
07130 - Food Service Worker	8.43
07210 - Meat Cutter	13.65
07260 - Waiter/Waitress	7.44
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.48
09040 - Furniture Handler	10.26
09080 - Furniture Refinisher	15.48
09090 - Furniture Refinisher Helper	11.91
09110 - Furniture Repairer, Minor	13.71
09130 - Upholsterer	17.53
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.86
11060 - Elevator Operator	9.13
11090 - Gardener	13.36
11122 - Housekeeping Aide	8.47
11150 - Janitor	10.46
11210 - Laborer, Grounds Maintenance	10.72
11240 - Maid or Houseman	7.61
11260 - Pruner	9.54
11270 - Tractor Operator	13.40
11330 - Trail Maintenance Worker	10.72
11360 - Window Cleaner	10.83
12000 - Health Occupations	

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12010 - Ambulance Driver	14.10
12011 - Breath Alcohol Technician	15.99
12012 - Certified Occupational Therapist Assistant	19.86
12015 - Certified Physical Therapist Assistant	18.05
12020 - Dental Assistant	14.62
12025 - Dental Hygienist	28.57
12030 - EKG Technician	17.23
12035 - Electroneurodiagnostic Technologist	17.23
12040 - Emergency Medical Technician	14.10
12071 - Licensed Practical Nurse I	12.75
12072 - Licensed Practical Nurse II	14.29
12073 - Licensed Practical Nurse III	15.99
12100 - Medical Assistant	11.53
12130 - Medical Laboratory Technician	13.73
12160 - Medical Record Clerk	11.25
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	15.31
12210 - Nuclear Medicine Technologist	28.02
12221 - Nursing Assistant I	8.71
12222 - Nursing Assistant II	9.80
12223 - Nursing Assistant III	10.74
12224 - Nursing Assistant IV	12.05
12235 - Optical Dispenser	13.89
12236 - Optical Technician	11.60
12250 - Pharmacy Technician	12.48
12280 - Phlebotomist	12.05
12305 - Radiologic Technologist	22.52
12311 - Registered Nurse I	21.34
12312 - Registered Nurse II	25.15
12313 - Registered Nurse II, Specialist	25.15
12314 - Registered Nurse III	30.42
12315 - Registered Nurse III, Anesthetist	30.42
12316 - Registered Nurse IV	36.45
12317 - Scheduler (Drug and Alcohol Testing)	18.51
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.04
13012 - Exhibits Specialist II	19.43
13013 - Exhibits Specialist III	23.76
13041 - Illustrator I	16.04
13042 - Illustrator II	19.43
13043 - Illustrator III	23.76
13047 - Librarian	21.51
13050 - Library Aide/Clerk	10.75
13054 - Library Information Technology Systems Administrator	19.43
13058 - Library Technician	11.88
13061 - Media Specialist I	13.74
13062 - Media Specialist II	15.37
13063 - Media Specialist III	16.39
13071 - Photographer I	14.68
13072 - Photographer II	17.85
13073 - Photographer III	20.68
13074 - Photographer IV	22.92
13075 - Photographer V	25.93
13110 - Video Teleconference Technician	16.42
14000 - Information Technology Occupations	

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14041 - Computer Operator I		14.55
14042 - Computer Operator II		17.17
14043 - Computer Operator III		19.00
14044 - Computer Operator IV		21.12
14045 - Computer Operator V		23.38
14071 - Computer Programmer I	(see 1)	19.69
14072 - Computer Programmer II	(see 1)	24.41
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.55
14160 - Personal Computer Support Technician		17.72
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		25.34
15020 - Aircrew Training Devices Instructor (Rated)		33.42
15030 - Air Crew Training Devices Instructor (Pilot)		36.76
15050 - Computer Based Training Specialist / Instructor		27.62
15060 - Educational Technologist		22.43
15070 - Flight Instructor (Pilot)		36.76
15080 - Graphic Artist		19.07
15090 - Technical Instructor		19.05
15095 - Technical Instructor/Course Developer		24.22
15110 - Test Proctor		16.54
15120 - Tutor		16.54
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.48
16030 - Counter Attendant		8.48
16040 - Dry Cleaner		10.95
16070 - Finisher, Flatwork, Machine		8.48
16090 - Presser, Hand		8.48
16110 - Presser, Machine, Drycleaning		8.48
16130 - Presser, Machine, Shirts		8.48
16160 - Presser, Machine, Wearing Apparel, Laundry		8.48
16190 - Sewing Machine Operator		11.71
16220 - Tailor		12.47
16250 - Washer, Machine		9.38
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		15.48
19040 - Tool And Die Maker		18.95
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.10
21030 - Material Coordinator		18.16
21040 - Material Expediter		18.16
21050 - Material Handling Laborer		12.44
21071 - Order Filler		10.52
21080 - Production Line Worker (Food Processing)		13.10
21110 - Shipping Packer		12.06
21130 - Shipping/Receiving Clerk		12.06
21140 - Store Worker I		9.60
21150 - Stock Clerk		13.59
21210 - Tools And Parts Attendant		13.35
21410 - Warehouse Specialist		13.35
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		20.99

23021 - Aircraft Mechanic I	19.81
23022 - Aircraft Mechanic II	20.80
23023 - Aircraft Mechanic III	21.84
23040 - Aircraft Mechanic Helper	12.90
23050 - Aircraft, Painter	18.73
23060 - Aircraft Servicer	14.85
23080 - Aircraft Worker	15.82
23110 - Appliance Mechanic	17.27
23120 - Bicycle Repairer	11.39
23125 - Cable Splicer	20.99
23130 - Carpenter, Maintenance	16.39
23140 - Carpet Layer	15.79
23160 - Electrician, Maintenance	18.62
23181 - Electronics Technician Maintenance I	18.39
23182 - Electronics Technician Maintenance II	22.01
23183 - Electronics Technician Maintenance III	23.80
23260 - Fabric Worker	14.68
23290 - Fire Alarm System Mechanic	18.55
23310 - Fire Extinguisher Repairer	13.56
23311 - Fuel Distribution System Mechanic	19.65
23312 - Fuel Distribution System Operator	17.03
23370 - General Maintenance Worker	16.25
23380 - Ground Support Equipment Mechanic	19.81
23381 - Ground Support Equipment Servicer	14.85
23382 - Ground Support Equipment Worker	15.82
23391 - Gunsmith I	13.54
23392 - Gunsmith II	15.77
23393 - Gunsmith III	17.97
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.18
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	21.41
23430 - Heavy Equipment Mechanic	17.72
23440 - Heavy Equipment Operator	16.36
23460 - Instrument Mechanic	18.97
23465 - Laboratory/Shelter Mechanic	16.87
23470 - Laborer	12.46
23510 - Locksmith	16.90
23530 - Machinery Maintenance Mechanic	20.41
23550 - Machinist, Maintenance	18.35
23580 - Maintenance Trades Helper	12.35
23591 - Metrology Technician I	18.97
23592 - Metrology Technician II	20.10
23593 - Metrology Technician III	21.32
23640 - Millwright	18.65
23710 - Office Appliance Repairer	16.90
23760 - Painter, Maintenance	15.48
23790 - Pipefitter, Maintenance	18.86
23810 - Plumber, Maintenance	18.07
23820 - Pneudraulic Systems Mechanic	17.99
23850 - Rigger	17.99
23870 - Scale Mechanic	15.79
23890 - Sheet-Metal Worker, Maintenance	17.37
23910 - Small Engine Mechanic	16.00
23931 - Telecommunications Mechanic I	19.81
23932 - Telecommunications Mechanic II	20.88

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23950 - Telephone Lineman	18.96
23960 - Welder, Combination, Maintenance	16.36
23965 - Well Driller	17.99
23970 - Woodcraft Worker	17.99
23980 - Woodworker	13.76
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.22
24580 - Child Care Center Clerk	14.11
24610 - Chore Aide	7.60
24620 - Family Readiness And Support Services Coordinator	11.77
24630 - Homemaker	16.62
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.35
25040 - Sewage Plant Operator	18.84
25070 - Stationary Engineer	22.35
25190 - Ventilation Equipment Tender	14.08
25210 - Water Treatment Plant Operator	19.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.23
27007 - Baggage Inspector	9.55
27008 - Corrections Officer	18.46
27010 - Court Security Officer	18.53
27030 - Detection Dog Handler	11.23
27040 - Detention Officer	18.46
27070 - Firefighter	16.97
27101 - Guard I	9.55
27102 - Guard II	11.23
27131 - Police Officer I	21.51
27132 - Police Officer II	22.31
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.24
28042 - Carnival Equipment Repairer	11.04
28043 - Carnival Equipment Worker	7.87
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	10.49
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	11.59
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.14
29020 - Hatch Tender	16.14
29030 - Line Handler	16.14
29041 - Stevedore I	15.93
29042 - Stevedore II	17.99
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	25.03
30021 - Archeological Technician I	15.92
30022 - Archeological Technician II	17.80
30023 - Archeological Technician III	21.87
30030 - Cartographic Technician	21.88
30040 - Civil Engineering Technician	18.51

30061 - Drafter/CAD Operator I	14.00
30062 - Drafter/CAD Operator II	15.64
30063 - Drafter/CAD Operator III	18.82
30064 - Drafter/CAD Operator IV	22.06
30081 - Engineering Technician I	16.18
30082 - Engineering Technician II	16.85
30083 - Engineering Technician III	19.76
30084 - Engineering Technician IV	23.33
30085 - Engineering Technician V	28.14
30086 - Engineering Technician VI	34.05
30090 - Environmental Technician	19.74
30210 - Laboratory Technician	18.29
30240 - Mathematical Technician	22.30
30361 - Paralegal/Legal Assistant I	18.81
30362 - Paralegal/Legal Assistant II	22.31
30363 - Paralegal/Legal Assistant III	27.20
30364 - Paralegal/Legal Assistant IV	33.01
30390 - Photo-Optics Technician	21.88
30461 - Technical Writer I	20.61
30462 - Technical Writer II	25.21
30463 - Technical Writer III	30.15
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs	17.81
30621 - Weather Observer, Senior	23.38
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.46
31030 - Bus Driver	16.73
31043 - Driver Courier	13.20
31260 - Parking and Lot Attendant	8.17
31290 - Shuttle Bus Driver	13.20
31310 - Taxi Driver	10.04
31361 - Truckdriver, Light	13.20
31362 - Truckdriver, Medium	13.68
31363 - Truckdriver, Heavy	17.24
31364 - Truckdriver, Tractor-Trailer	17.24
99000 - Miscellaneous Occupations	
99030 - Cashier	8.91
99050 - Desk Clerk	8.74
99095 - Embalmer	20.05
99251 - Laboratory Animal Caretaker I	11.95
99252 - Laboratory Animal Caretaker II	13.40
99310 - Mortician	20.05
99410 - Pest Controller	13.37
99510 - Photofinishing Worker	11.96
99710 - Recycling Laborer	15.49
99711 - Recycling Specialist	15.60
99730 - Refuse Collector	13.79
99810 - Sales Clerk	11.81
99820 - School Crossing Guard	10.81
99830 - Survey Party Chief	16.18
99831 - Surveying Aide	10.60

99832 - Surveying Technician	14.52
99840 - Vending Machine Attendant	11.13
99841 - Vending Machine Repairer	13.85
99842 - Vending Machine Repairer Helper	11.02

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

**ATTACHMENT J7 – PADUCAH COLLECTIVE BARGAINING AGREEMENT
WAGE DETERMINATION**

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2009-2743
Revision No.: 1
Date Of Last Revision: 5/12/2009

State: Kentucky

Area: McCracken

Employed on Department of Energy contract for Infrastructure Support Services.

Collective Bargaining Agreement between contractor: Swift & Staley Mechanical Contractors, Inc. and union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International local 550 effective 7/14/2006 through 7/31/2010.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).Employed on Department of Energy contract for Infrastructure Support Services.

SECTION J-LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
ATTACHMENT J8 – PADUCAH FACILITIES/AREAS ASSIGNMENT OF RESPONSIBILITY

SECTION J-LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PADUCAH FACILITIES/AREAS ASSIGNMENT OF RESPONSIBILITY

Operationally Responsible	S&M	Janitorial	Pest Control	Grounds Service ^a	Facility Identification #	Facility Type	Restroom Sq. ft. (# of restrms)	Office/Conf. Rooms Sq. ft.	Gross Sq.ft. - Acreage
INF	INF	INF	INF		C-103	Building	122 (2)	7,313	7,435
REM	REM	N/A	INF		C-200	Tanks	N/A	N/A	N/A
REM	REM	N/A	INF		C-204	Building	N/A	N/A	192
REM	REM	N/A	REM		C-217	Post 34 Building	N/A	N/A	54
REM	REM	N/A	INF		C-218	Range	N/A	N/A	40,000
REM	REM	N/A	REM		C-219	Gate 38 Building	N/A	N/A	120
REM	REM	INF	INF		C-301	Slab	N/A	N/A	2,640
REM	REM	REM	REM		C-340-A	Building	N/A	N/A	25,200
REM	REM	REM	REM		C-340-B	Building	N/A	N/A	21,360
REM	REM	REM	REM		C-340-C	Building	N/A	N/A	3,888
REM	REM	REM	REM		C-340-E	Building	N/A	N/A	N/A
REM	REM	N/A	INF		C-340-FENCE	Fence	N/A	N/A	1,844
REM	REM	REM	REM		C-342	Building	N/A	N/A	1,000
REM	REM	REM	REM		C-342-A	Building	N/A	N/A	80
REM	REM	REM	REM		C-342-B	Shelter	N/A	N/A	2,150
REM	REM	N/A	INF		C-370-E	Monitoring Sta	N/A	N/A	N/A
REM	REM	N/A	INF		C-370-W	Monitoring Sta	N/A	N/A	N/A
REM	REM	N/A	INF		C-375-W8	Outfall 015	N/A	N/A	N/A
REM	REM	N/A	INF		C-375-W9	Outfall 001	N/A	N/A	N/A
REM	REM	N/A	INF		C-375-17	Outfall	N/A	N/A	N/A
REM	REM	N/A	INF		C-375-19	Outfall	N/A	N/A	N/A
REM	REM	N/A	N/A		C-400 & C-404	Transfer Line	N/A	N/A	N/A
REM	REM	N/A	INF		C-400-L	Lift Station	N/A	N/A	N/A
REM	REM	N/A	INF		C-402	Slab only	N/A	N/A	1,502
REM	REM	N/A	INF		C-403	Pit	N/A	N/A	576
REM	REM	N/A	INF		C-404	Burial ground	N/A	N/A	N/A

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Attachment J8

Operationally Responsible	S&M	Janitorial	Pest Control	Grounds Service ^a	Facility Identification #	Facility Type	Restroom Sq. ft. (# of restrms)	Office/Conf. Rooms Sq. ft.	Gross Sq.ft. - Acreage
REM	REM	N/A	INF		C-404-A	Sump	N/A	N/A	N/A
REM	REM	N/A	INF		C-405	Slab only	N/A	N/A	600
REM	REM	REM	REM		C-410	Building	N/A	N/A	82,765
REM	REM	N/A	REM		C-410-A	Slab only	N/A	N/A	6,000
REM	REM	N/A	REM		C-410-B	Lagoon	N/A	N/A	2,000
REM	REM	REM	REM		C-410-C	Building	N/A	N/A	1,088
REM	REM	N/A	REM		C-410-E	Pond	N/A	N/A	N/A
REM	REM	REM	REM		C-410-EXP	Feed Plant Exp	N/A	N/A	55,228
REM	REM	REM	REM		C-410-F	Building	N/A	N/A	1,222
REM	REM	REM	REM		C-410-G	Building	N/A	N/A	1,222
REM	REM	REM	REM		C-410-H	Building	N/A	N/A	1,222
REM	REM	REM	REM		C-410-I	Building	N/A	N/A	2,000
REM	REM	REM	REM		C-410-J	Building	N/A	N/A	2,024
REM	REM	INF	INF		C-411	Building	N/A	N/A	4,260
REM	REM	REM	REM		C-411-A	Area	N/A	N/A	N/A
REM	REM	INF	INF		C-412-T01	Trailer	113	1327	1,440
REM	REM	INF	INF		C-412-T02	Trailer	113	1327	1,440
REM	REM	INF	INF		C-412-T03	Trailer	113	1327	1,440
REM	REM	INF	INF		C-412-T04	Trailer	113	1327	1,440
REM	REM	INF	INF		C-412-T05	Trailer	113	1327	1,440
REM	REM	INF	INF		C-412-T06	Trailer	113	1327	1,440
REM	REM	INF	INF		C-412-T07	Trailer	1440	N/A	1,440
REM	REM	INF	INF		C-412-T08	Trailer	113	1327	1,440
REM	REM	INF	INF		C-412-T09	Trailer	113	1327	1,440
REM	REM	INF	INF		C-412-T10	Trailer	113	1327	1,440
REM	REM	INF	INF		C-412-T11	Trailer	1440	N/A	1,440
REM	REM	INF	INF		C-412-T12	Trailer	1440	N/A	1,440
REM	REM	INF	INF		C-412-T13	Trailer	113	1327	1,440
REM	REM	INF	INF		C-412-T14	Trailer	113	847	960
REM	REM	N/A	INF		C-415	Building	N/A	N/A	3,672

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Attachment J8

Operationally Responsible	S&M	Janitorial	Pest Control	Grounds Service ^a	Facility Identification #	Facility Type	Restroom Sq. ft. (# of restrms)	Office/Conf. Rooms Sq. ft.	Gross Sq.ft. - Acreage
REM	REM	N/A	INF		C-416	Pad	N/A	N/A	2,826
REM	REM	INF	INF		C-416-T01	Trailer	N/A	N/A	N/A
REM	REM	N/A	INF		C-417	Area	N/A	N/A	N/A
REM	REM	REM	REM		C-420	Building	N/A	N/A	51,778
REM	REM	N/A	INF		C-603-A	Slab	N/A	N/A	72
REM	REM	N/A	INF		C-603-B	Soil Area	N/A	N/A	N/A
REM	REM	N/A	INF		C-603-C	Soil Area	N/A	N/A	N/A
REM	REM	N/A	INF		C-603-D	Soil Area	N/A	N/A	N/A
REM	REM	N/A	INF		C-603-H	Slab	N/A	N/A	128
REM	REM	N/A	INF		C-603-I	Soil Area	N/A	N/A	340
REM	REM	N/A	INF		C-611-K	Lagoon	N/A	N/A	N/A
REM	REM	N/A	INF		C-611-M	Tank	N/A	N/A	N/A
REM	REM	N/A	INF		C-611-N	Tank	N/A	N/A	N/A
REM	REM	INF	INF		C-612	Pump and Treat	N/A	N/A	4,480
REM	INF	N/A	INF		C-612-A	Pad	N/A	N/A	38,700
INF	INF	INF	INF		C-612-B	Shelter	N/A	N/A	48
REM	REM	INF	INF		C-612-T01	Trailer	N/A	644	644
REM	REM	INF	INF		C-612-T02	Trailer	N/A	644	644
REM	REM	INF	INF		C-612-T03	Trailer	672	N/A	672
REM	REM	N/A	INF		C-613	Basin	N/A	N/A	N/A
REM	REM	INF	INF		C-613-A	Trailer	N/A	N/A	539
REM	REM	N/A	INF		C-613-DITCH	Water Conveyance System to C-613	N/A	N/A	N/A
REM	REM	N/A	N/A		C-614	Treatment System	N/A	N/A	N/A
REM	REM	N/A	INF		C-614-A	Pad	N/A	N/A	2520
REM	REM	N/A	INF		C-614-B	Well	N/A	N/A	N/A
REM	REM	N/A	INF		C-614-C	Well	N/A	N/A	N/A
REM	REM	N/A	INF		C-614-FENCE	Fence	N/A	N/A	516
REM	REM	N/A	INF		C-615-J	Lift Station	N/A	N/A	N/A
REM	REM	N/A	INF		C-616-E & F	Lagoon	N/A	N/A	1 acre
REM	REM	N/A	INF		C-616-L	Lift Station	N/A	N/A	N/A

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Attachment J8

Operationally Responsible	S&M	Janitorial	Pest Control	Grounds Service ^a	Facility Identification #	Facility Type	Restroom Sq. ft. (# of restrms)	Office/Conf. Rooms Sq. ft.	Gross Sq.ft. - Acreage
REM	REM	N/A	INF		C-632-B	Tank	N/A	N/A	N/A
REM	REM	N/A	INF		C-634-B	Dike	N/A	N/A	N/A
REM	REM	N/A	INF		C-710	Tanks	N/A	N/A	N/A
REM	REM	N/A	INF		C-720	Pipe	N/A	N/A	N/A
REM	REM	N/A	INF		C-720	Degreaser	N/A	N/A	N/A
REM	REM	N/A	REM		C-728	Building	N/A	N/A	1950
REM	REM	INF	INF		C-730-T01	Trailers	56 (1)	664	720
REM	REM	INF	INF		C-730-T02	Trailer	56 (1)	616	672
REM	REM	INF	INF		C-730-T06	Trailer	113 (2)	1447	1,560
INF	INF	INF	INF		C-730-A	Shelter	N/A	N/A	48
REM	REM	N/A	INF		C-733	Building	N/A	N/A	4,224
INF	INF	INF	INF		C-743-B	Shelter	N/A	N/A	160
INF	INF	INF	INF		C-743-C	Shelter	N/A	N/A	96
REM	REM	INF	INF		C-743-T01	Trailer	90 (2)	1560	1,650
REM	REM	INF	INF		C-743-T02	Trailer	90 (2)	1560	1,650
REM	REM	INF	INF		C-743-T03	Trailer	78 (2)	1572	1,650
REM	REM	INF	INF		C-743-T04	Trailer	1410 (2)	N/A	1,410
REM	REM	INF	INF		C-743-T07	Trailer	18 (1)	654	672
REM	REM	INF	INF		C-743-T09	Trailer	200 (2)	1450	1,650
INF	INF	INF	INF		C-743-T11	Trailer	100(2)	1500	1,600
REM	REM	INF	INF		C-743-T12	Trailer	200 (2)	1400	1,600
INF	INF	INF	INF		C-743-T13	Trailer	240 (2)	1360	1,600
INF	INF	INF	INF		C-743-T14	Trailer	240 (2)	1360	1,600
REM	REM	INF	INF		C-743-T15	Trailer	200 (2)	1400	1,600
REM	REM	INF	INF		C-743-T16	Trailer	200 (2)	1400	1,600
REM	REM	INF	INF		C-743-T17	Trailer	200 (2)	1533	1,733
REM	REM	INF	INF		C-743-T17-A	Shed	N/A	N/A	320
REM	REM	N/A	INF		C-745-A-SW	Yard	N/A	N/A	N/A
REM	REM	N/A	INF		C-745-C	Yard	N/A	N/A	N/A
DUF ₆	DUF ₆	DUF ₆	DUF ₆		C-745-D	Yard	N/A	N/A	N/A

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Operationally Responsible	S&M	Janitorial	Pest Control	Grounds Service ^a	Facility Identification #	Facility Type	Restroom Sq. ft. (# of restrms)	Office/Conf. Rooms Sq. ft.	Gross Sq.ft. - Acreage
DUF ₆	DUF ₆	DUF ₆	DUF ₆		C-745-E	Yard	N/A	N/A	N/A
REM	REM	DUF ₆	DUF ₆		C-745-F	Yard	N/A	N/A	N/A
DUF ₆	DUF ₆	DUF ₆	DUF ₆		C-745-G	Yard	N/A	N/A	N/A
DUF ₆	DUF ₆	DUF ₆	DUF ₆		C-745-G-T01	Trailer	N/A	N/A	672
DUF ₆	DUF ₆	DUF ₆	DUF ₆		C-745-G1	Lift Station	N/A	N/A	N/A
DUF ₆	DUF ₆	DUF ₆	DUF ₆		C-745-G2	UDS Buildings	N/A	N/A	4,375
DUF ₆	DUF ₆	DUF ₆	DUF ₆		C-745-G3	UDS Buildings	N/A	N/A	4,375
DUF ₆	DUF ₆	DUF ₆	DUF ₆		C-745-G4	UDS Buildings	N/A	N/A	4,375
DUF ₆	DUF ₆	DUF ₆	DUF ₆		C-745-G5	UDS Buildings	N/A	N/A	4,375
DUF ₆	DUF ₆	DUF ₆	DUF ₆		C-745-K	Yard	N/A	N/A	N/A
DUF ₆	DUF ₆	DUF ₆	DUF ₆		C-745-L	Yard	N/A	N/A	N/A
DUF ₆	DUF ₆	DUF ₆	DUF ₆		C-745-M	Yard	N/A	N/A	N/A
DUF ₆	DUF ₆	DUF ₆	DUF ₆		C-745-N	Yard	N/A	N/A	N/A
DUF ₆	DUF ₆	DUF ₆	DUF ₆		C-745-P	Yard	N/A	N/A	N/A
DUF ₆	DUF ₆	DUF ₆	DUF ₆		C-745-S	Yard	N/A	N/A	N/A
DUF ₆	DUF ₆	DUF ₆	DUF ₆		C-745-T	Yard	N/A	N/A	N/A
REM	REM	INF	INF		C-746-A	Warehouse	N/A	400 (1)	63,000
REM	REM	N/A	N/A		C-746-A1	UST	N/A	N/A	N/A
REM	REM	N/A	N/A		C-746-A2	UST	N/A	N/A	N/A
REM	REM	INF	INF		C-746-B	Warehouse	N/A	N/A	71,000
REM	REM	INF	INF		C-746-B1	Area	N/A	N/A	N/A
REM	REM	N/A	INF		C-746-C	Yard	N/A	N/A	137,997
REM	REM	N/A	INF		C-746-C1	Yard	N/A	N/A	189,837
REM	REM	N/A	INF		C-746-D	Yard	N/A	N/A	60,837
REM	REM	N/A	INF		C-746-E	Yard	N/A	N/A	138,276
REM	REM	N/A	INF		C-746-E1	Yard	N/A	N/A	113,280
REM	REM	N/A	INF		C-746-F	Yard	N/A	N/A	70,002
REM	REM	N/A	INF		C-746-H3	Slab	N/A	N/A	56,150
REM	REM	N/A	INF		C-746-H4	Pad	N/A	N/A	48,798
REM	REM	N/A	INF		C-746-K	Landfill	N/A	N/A	N/A

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Operationally Responsible	S&M	Janitorial	Pest Control	Grounds Service ^a	Facility Identification #	Facility Type	Restroom Sq. ft. (# of restrms)	Office/Conf. Rooms Sq. ft.	Gross Sq.ft. - Acreage
REM	REM	N/A	INF		C-746-L	Landfill	N/A	N/A	N/A
REM	REM	N/A	INF		C-746-M	Building	N/A	N/A	560
REM	REM	N/A	INF		C-746-N	Pad	N/A	N/A	19,800
REM	REM	N/A	INF		C-746-P	Yard	N/A	N/A	268,749
REM	REM	N/A	INF		C-746-P1	Yard	N/A	N/A	199,998
REM	REM	INF	INF		C-746-P-T01	Trailer	65	1279	1,344
REM	REM	INF	INF		C-746-Q	Storage Facility	N/A	N/A	30,967
REM	REM	INF	INF		C-746-R	Storage Area	N/A	N/A	2,160
REM	REM	N/A	INF		C-746-S	Landfill	N/A	N/A	5 acres
REM	REM	INF	INF		C-746-S1	Building	56	264	320
REM	REM	INF	INF		C-746-S-T01	Trailer	N/A	160	160
REM	REM	N/A	INF		C-746-T	Landfill	N/A	N/A	10 acres
REM	REM	INF	INF		C-746-U	Landfill	N/A	N/A	60 acres
REM	REM	N/A	INF		C-746-U Fence	Landfill Fence	N/A	N/A	8,380 ft
REM	REM	INF	INF		C-746-U1	Building	85.5	538.5	624
REM	REM	INF	INF		C-746-U2	Building	72	2976	3,048
REM	REM	INF	INF		C-746-U3	Leachate Facility	N/A	N/A	250
INF	INF	INF	INF		C-746-U4	Shelter	N/A	N/A	72
REM	REM	N/A	INF		C-746-U10	Shed	N/A	N/A	392
REM	REM	N/A	INF		C-746-U11	Shed	N/A	N/A	392
REM	REM	N/A	INF		C-746-U12	Shed	N/A	N/A	392
REM	REM	INF	INF		C-746-U13	Trailer	360	N/A	360
REM	REM	INF	INF		C-746-U-T14	Trailer	360	N/A	360
REM	REM	N/A	INF		C-746-V	Waste Staging Area	N/A	N/A	9,999
REM	REM	N/A	INF		C-747	Burial Yard	N/A	N/A	N/A
REM	REM	N/A	INF		C-747-A	Burial Yard	N/A	N/A	16,704
REM	REM	INF	INF		C-747-A-T01	Trailer	N/A	500	500
REM	REM	N/A	INF		C-747-B	Burial Yard	N/A	N/A	4,068
REM	REM	N/A	INF		C-747-C	Area	N/A	N/A	10,197
REM	REM	N/A	INF		C-747-D	Pad	N/A	N/A	10,000

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Operationally Responsible	S&M	Janitorial	Pest Control	Grounds Service ^a	Facility Identification #	Facility Type	Restroom Sq. ft. (# of restrms)	Office/Conf. Rooms Sq. ft.	Gross Sq.ft. - Acreage
REM	REM	N/A	INF		C-747-E	Pad	N/A	N/A	10,000
REM	REM	INF	INF		C-747-F	Trailer	N/A	336	336
REM	REM	N/A	INF		C-747-FENCE	Fence	N/A	N/A	2124 ft
REM	REM	INF	INF		C-747-T07	Trailer	N/A	N/A	336
REM	REM	N/A	INF		C-748-A	Area	N/A	N/A	N/A
REM	REM	N/A	INF		C-748-B	Area	N/A	N/A	N/A
REM	REM	N/A	INF		C-749	Yard	N/A	N/A	N/A
REM	REM	N/A	INF		C-750-D	UST	N/A	N/A	N/A
REM	REM	N/A	INF		C-752	Pad	N/A	N/A	8,800
REM	REM	INF	INF		C-752-A	Storage Facility	N/A	1200	42,000
REM	REM	N/A	INF		C-752-A-ENC	Waste Containment Enclosure	N/A	N/A	756
REM	REM	INF	INF		C-752-A-T09	Trailer	N/A	N/A	440
REM	REM	N/A	INF		C-752-B	Pad	N/A	N/A	4,200
REM	REM	INF	INF		C-752-C	Building	N/A	N/A	7,260
REM	REM	N/A	INF		C-752-D	Pad	N/A	N/A	1944
REM	REM	INF	INF		C-752-T01 THROUGH T08	Sealand Trailers	N/A	N/A	2,700
REM	REM	INF	INF		C-753-A	Storage Facility	N/A	N/A	32,160
INF	INF	INF	INF		C-755-A	Maintenance Shop	N/A	N/A	3,630
INF	INF	INF	INF		C-755-A1	Shed	N/A	N/A	108
REM	REM	INF	INF		C-755-B	Building	2400	N/A	2,400
REM	REM	INF	INF		C-755-C	Building	N/A	600	600
REM	REM	INF	INF		C-755-D	Guard shack	N/A	100	100
INF	INF	INF	INF		C-755-E	Shelter	N/A	N/A	160
INF	INF	INF	INF		C-755-F	Shelter	N/A	N/A	160
INF	INF	N/A	INF		C-755-FENCE	Fence	N/A	N/A	2,264 ft
INF	INF	INF	INF		C-755-G	Shelter	N/A	N/A	160
INF	INF	INF	INF		C-755-H	Shelter	N/A	N/A	160
INF	INF	INF	INF		C-755-M	Shed	N/A	N/A	120
INF	INF	INF	INF		C-755-T	Shed	N/A	N/A	504
INF	INF	INF	INF		C-755-U	Equipment sheds (8)	N/A	N/A	4032

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Operationally Responsible	S&M	Janitorial	Pest Control	Grounds Service ^a	Facility Identification #	Facility Type	Restroom Sq. ft. (# of restrms)	Office/Conf. Rooms Sq. ft.	Gross Sq.ft. - Acreage
INF	INF	INF	INF		C-755-V	Equipment shed	N/A	N/A	270
REM	REM	INF	INF		C-755-T01 THROUGH T09	Trailers	700 (11)	12,322	13,022
REM	REM	INF	INF		C-755-T10 THROUGH T12	Trailers	N/A	N/A	672
INF	INF	INF	INF		C-755-T17	Trailer	840 (1)	N/A	840
REM	REM	INF	INF		C-755-T19	Trailer	480 (1)	N/A	480
REM	REM	INF	INF		C-755-T22	Trailer	N/A	720	720
REM	REM	INF	INF		C-755-T23	Trailer	N/A	224	224
REM	REM	N/A	N/A		C-755-T24	Sealand Storage Trailer	N/A	360	360
REM	REM	N/A	INF		C-759	Area	N/A	N/A	124,893
REM	REM	N/A	INF		C-760	Pad	N/A	N/A	N/A
REM	REM	N/A	INF		C-770	Building gone	N/A	N/A	N/A
REM	N/A	N/A	N/A		A-1	Landfill	N/A	N/A	4.6 acres
REM	N/A	N/A	N/A		A-2	Landfill	N/A	N/A	3.4 acres
INF	N/A	N/A	N/A		A-3	NW Area (1,3,4 & 5)	N/A	N/A	20.5 acres
INF	N/A	N/A	N/A		A-3	NW area (2)	N/A	N/A	21 acres
INF	N/A	N/A	N/A		A-4	Fence	N/A	N/A	10 acres
REM	N/A	N/A	N/A		A-5	Cylinder yard	N/A	N/A	9 acres
REM	N/A	N/A	N/A		A-6	Scrap yard	N/A	N/A	6.7 acres
INF	N/A	N/A	N/A		B-1	C-416 pad	N/A	N/A	2.6 acres
REM	N/A	N/A	N/A		B-2	Ditch	N/A	N/A	11.4 acres
INF	N/A	N/A	N/A		B-3	NE Area, sect 1	N/A	N/A	9 acres
INF	N/A	N/A	N/A		B-3	NE Area, sect 2	N/A	N/A	9 acres
INF	N/A	N/A	N/A		B-3	NE Area, sect 3	N/A	N/A	9 acres
INF	N/A	N/A	N/A		C-1	C-410 complex	N/A	N/A	6.9 acres
INF	N/A	N/A	N/A		C-2	West of C-400	N/A	N/A	1.1 acres
INF	N/A	N/A	N/A		C-3	C-340 complex	N/A	N/A	3.0 acres

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Operationally Responsible	S&M	Janitorial	Pest Control	Grounds Service ^a	Facility Identification #	Facility Type	Restroom Sq. ft. (# of restrms)	Office/Conf. Rooms Sq. ft.	Gross Sq.ft. - Acreage
INF	N/A	N/A	N/A		C-4	C-342 Facility	N/A	N/A	0.7 acres
REM	N/A	N/A	N/A		C-5	Cylinder yards	N/A	N/A	10 acres
INF	N/A	N/A	N/A		C-6	SE Area	N/A	N/A	36.2 acres
INF	N/A	N/A	N/A		D-1	SW areas (1 & 3)	N/A	N/A	20.6 acres
INF	N/A	N/A	N/A		D-1	SW areas	N/A	N/A	20.6 acres
INF	N/A	N/A	N/A		E-1	Access Road	N/A	N/A	150 acres
INF	N/A	N/A	N/A		F-1	Perimeter Fence	N/A	N/A	8.1 acres
INF	N/A	N/A	N/A		F-2	C-755 area	N/A	N/A	7.9 acres
INF	N/A	N/A	N/A		F-3	Roads	N/A	N/A	40 acres
INF	N/A	N/A	N/A		F-4	C-103 Bldg.	N/A	N/A	2.4 acres
INF	N/A	N/A	N/A	-	F-5	Road Area	N/A	N/A	45.8 acres
INF	N/A	N/A	N/A	-	F-6	C-743-T-17	N/A	N/A	1.3 acres
INF	N/A	N/A	N/A	-	F-7	C-752 area	N/A	N/A	16 acres
INF	N/A	N/A	N/A	-	F-8	C-730 area	N/A	N/A	1.8 acres
REM	N/A	N/A	N/A	-	F-9	Landfill	N/A	N/A	18.2 acres
INF	N/A	N/A	N/A	-	F-10	Area east of C-611	N/A	N/A	15.5 acres
INF	N/A	N/A	N/A	-	F-11	C-611-M area	N/A	N/A	2 acres
INF	N/A	N/A	N/A	-	F-11	C-611-N area	N/A	N/A	2 acres
INF	N/A	N/A	N/A	-	F-12	Area	N/A	N/A	34.2 acres
INF	N/A	N/A	N/A	-	F-13	Road - Old	N/A	N/A	50 acres
INF	N/A	N/A	N/A	-	F-13	Road - New	N/A	N/A	50 acres
INF	N/A	N/A	N/A	-	F-14	Areas	N/A	N/A	4 acres
INF	N/A	N/A	N/A	-	G-1	Boundary mrkrs	N/A	N/A	4 acres
REM	N/A	N/A	N/A	-	H-1	Monitoring Wells	N/A	N/A	4 acres

Operationally Responsible	S&M	Janitorial	Pest Control	Grounds Service ^a	Facility Identification #	Facility Type	Restroom Sq. ft. (# of restrms)	Office/Conf. Rooms Sq. ft.	Gross Sq.ft. - Acreage
REM	N/A	N/A	N/A	-	I-1	Plumes	N/A	N/A	2.6 acres
INF	INF	INF	INF		K-T01	Trailer	N/A	N/A	1,440

^a All ground services are provided by the Infrastructure Contractor.

SECTION J-LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J9 – PADUCAH SUBCONTRACTOR LIST

Subcontracts/Agreements to be Assigned:

Xerox Lease Agreement for W5050PHC (W5050 PRNT W/HCF) Copiers