C. STANDARD FORM 33, SOLICITATION, OFFER AND AWARD

SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
			1 of 471

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
89303320DEM000048	89303319REM000052	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	12/17/2019	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO (If other than Item 7)
EM -Environmental Mgmt Con Bus Ctr EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	893033	See Section L.8(c)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and See Section L.8(c) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1600 ET (Hour) local time 02/03/2020 (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS) AREA CODE	NUMBER	EXT.	C. E-MAIL ADDRESS
	Michael G. McCreanor	513	246-0038		michael.mccreanor@emcbc.doe.gov

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 270 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	Amendment 1	1/14/2020	Amendment 3	1/22/2020
	Amendment 2	1/16/2020		

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
Westinghouse Government Services, LLC 5801 Bluff Rd Hopkins, SC 29061			Randall Spickard, Vice President

15B. TELEPHONE NUMBER AREA CODE	NUMBER	EXT.	15C. CHECK IF REMITTANCE ADDRESS ☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
(865)	919-4533			Randall Spickard	2/3/2020

AWARD *(To be completed by government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM

24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
Michael G. McCreanor	Michael G. McCreanor	7/1/2020

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 89303319REM000052	PAGE 2	OF 471

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Department of Energy (DOE) Office of Environmental Management (EM) - Nationwide Deactivation, Decommissioning and Removal (DD&R) Procurement				

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

Part I – The Schedule

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B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014)

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 of work as described in Section C, Performance Work Statement (PWS) under this Contract and resulting Task Orders.

The Contractor shall provide the requested services, within the minimum and maximum quantities as specified in Section B.3 below, on a schedule to be specified by the Government in accordance with the Contract clause Section H, Task Ordering Procedure.

B.2 Type of Contract

This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) Contract under which Firm-Fixed-Price (FFP) and/or Cost Reimbursement (CR) Task Orders may be issued. The preference under this Contract is for the issuance of Cost-Plus-Incentive-Fee (CPIF) and FFP Task Orders. Task Orders issued under this Contract will define objective performance criteria for completion of contract objectives, as applicable.

Table B-1. Master IDIQ Contract Line Item Number (CLIN) Structure

CLIN	CLIN Title	Maximum Value of Services	Contract Ordering Period
01000	DD&R Task Orders	$3.0B	10 years from the effective date of Contract.

Each Task Order issued under this Contract will include the requisite clause(s) depending on the associated Task Order type (including but not limited to the following clauses (a) through (e). Fill-ins will be completed at the Task Order level.

(a) DOE-B-2001 Cost-Plus-Fixed-Fee Contract: Total Estimated Cost and Fixed Fee (Oct 2014) (Revised)

(1) This is a Cost-Plus-Fixed-Fee type contract. In accordance with the clause at FAR 52.216-8, Fixed Fee, the total estimated cost and fixed-fee for this contract are as follows:

Total Estimated Cost: [insert total estimated cost]

Fixed Fee: [insert maximum award fee]

(2) The Total Estimated Cost and Fee of the contract, and/or the Total Estimated Cost and Fee of the Contract Line Items, is as follows:

[insert, if any, line item nos. and associated amounts for cost and fee]

(3) Payment of fee will be made in accordance with [insert instructions for fee payment or title of applicable clause addressing payment].

(b) DOE-B-2002 Cost-Plus-Award-Fee Contract: Total Estimated Cost and Award Fee (Oct 2014) (Revised)

(1) This is a Cost-Plus-Award-Fee type of contract. The total estimated cost and award fee are as follows:

Total Estimated Cost: [insert total estimated cost]

Maximum award fee: [insert maximum award fee]

(2) The Total Estimated Cost and Fee of the Contract, and/or the Total Estimated Cost and Fee of the Contract Line Items, is as follows:

[insert, if any, line item nos. and associated amounts for cost and fee]

(3) Payment of fee will be made in accordance with [insert instructions for fee payment or title of applicable contract clause addressing payment].

(c) DOE-B-2003 Cost-Plus-Incentive-Fee Contract: Total Estimated Cost and Incentive Fee (Oct 2014)

(1) This is a Cost-Plus-Incentive-Fee type contract. In accordance with the clause at Federal Acquisition Regulation (FAR) 52.216-10, Incentive Fee, the target cost, target fee, maximum and minimum fees, and the target fee increase and decrease ratios for this Contract are shown below:

Target Cost: [insert target cost]

Target Fee: [insert target fee]

Maximum Fee: [insert maximum fee]

Minimum Fee: [insert minimum fee]

Target Fee Increase Ratio: Cents/Dollar Less Than Target Cost: [insert amount]

Target Fee Decrease Ratio: Cents/Dollar More Than Target Cost: [insert amount]

(2) The target cost, target fee, minimum and maximum fee, and target fee increase/decrease ratios are applicable to the following Contract Line Items:

[insert, if any, line item nos. and associated amounts for cost, fee, and fee increase/decrease ratio]

(3) Payment of fee shall be made in accordance with the clause 52.216-10, Incentive Fee and the clause in the Contract entitled [insert applicable clause addressing fee payment in addition to FAR clause].

(d) DOE-B-2004 Cost-No Fee Contract: Total Estimated Cost (Oct 2014)

(1) This is a cost-no fee type contract. In accordance with the clause at FAR 52.216-11, Cost Contract-No Fee, the total estimated cost for this Contract is as follows:

Total Estimated Cost: [insert total estimated cost]

(2) The Total Estimated Cost of the Contract, and/or the Total Estimated Cost of the Contract Line Items, is as follows:

[insert, if any, line item nos. and associated amounts for cost]

(e) DOE-B-2006 Firm-Fixed-Price Contract (Oct 2014)

(1) This is a firm-fixed-price contract. The Contractor shall provide the following [insert "supplies" or "services," as applicable] at the fixed unit prices specified:

[Insert Listing of Prices]

(2) Payments of the fixed unit prices and the total contract price will be made in accordance with [insert instructions for payment or title of applicable contract clause addressing payment].

B.3 Contract Minimum and Maximum Value of Services

(a) The guaranteed minimum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is $50,000.00. The Government has no obligation to issue Task Orders to any Contractor beyond the minimum amount specified above. For each successful Contractor, there will be a one time "minimum guarantee award amount" during the life of the contract. This amount can only be claimed at the end of the contract period if the Contractor takes advantage of fair opportunity by proposing on at least one Task Order offered to the Contractor during the years for which the Contractor is eligible.

(b) The estimated maximum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is $3.0B.

(c) All Task Orders issued under this Contract count toward the estimated maximum value of $3.0B, and the total cumulative value of the Task Orders issued shall not exceed the contract estimated maximum value.

B.4 DOE-B-2013 Obligation of Funds (Oct 2014) (Applies to CR Task Orders only)

(a) Pursuant to the Clause of this Contract at FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

To Be Determined on a Task Order basis.

B.5 DOE-B-2015 Task Order Fee Ceiling (Oct 2014) (Revised) (Applies to CR Task Orders only)

(a) The fee amount, specified as a percentage on individual Task Orders, is up to 15 percent for CR Task Orders and shall serve as the fee ceiling for all CR Task Orders issued under the Contract.

(b) The fee amount (or target fee) for each Task Order will be negotiated and established in each individual Task Order based on risk and complexity. The Contractors may propose whatever fee amount it determines appropriate for the individual Task Order, within the fee percentage ceiling for CR Task Orders, as specified above. There is no base fee available under this Contract.

(c) The fee ceiling percentage shall at no time exceed any statutory limitations imposed by 10 United States Code (U.S.C.) 2306(d), 41 U.S.C. 3905, and FAR 15.404-4(c)(4)(i).

B.6 Funding Profile

The planned funding profile per the Government Fiscal Year (FY) will be included in each individual Task Order as applicable. Funding is subject to Congressional and Departmental funding authorization.

Table B-2. Sample Annual Funding Profile

Government Fiscal Year	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030 - 2034**
$ Amount*	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD

* The dollar amounts are represented in ($M). The provided funding profile represents the government's estimate of future funding. This assumed funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE. The provided funding profile covers estimated costs and fee and/or prices to be identified in Section B of the Task Orders, inclusive of funding of pension and benefit programs described in Section C.

**This funding may be available if Task Orders are issued that extend beyond the 10-year ordering period.

B.7 Allowability of Subcontractor Fee (Applies to CR Task Orders only)

(a) If the Contractor has formed and performs the Contract as a teaming arrangement, as defined in FAR 9.601(1) and (2), *Contractor Team Arrangement*, the team shall share in the total fee for underlying Task Orders. Separate, additional, subcontractor fee is not an allowable cost under Task Orders for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, a majority-owned, or an affiliate entity of any team member.

(b) The subcontractor fee restriction in paragraph (a) above does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé entities as part of an approved Mentor-Protégé relationship identified in the Contractor's Diversity Plan as per the Section H Clause entitled, DOE-H-2046, *Diversity Program*; (3) subcontractors under a competitively awarded FFP subcontract; or (4) subcontractors providing commercial items as defined in FAR 2.101, *Definitions*.

B.8 Small Business Subcontracting Fee Reduction

For the purpose of implementing this Clause, the percentage goals established in the separate subcontracting goals submitted at the Task Order level, will remain in effect for the duration of the Task Order period of performance.

(a) The Contractor's performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled, *Subcontracted Work*, the Contractor's separate subcontracting goals submitted at the Task Order level, and required Mentor-Protégé Agreements will be evaluated annually.

(b) If the Contractor has not met any or all of the subcontracting goals and the number of required Mentor-Protégé Agreements, and/or has failed to provide meaningful work for small businesses, the Contracting Officer (CO) may reduce the earned fee by up to 10 percent (CR Task Orders) or Task Order price up to two percent (FFP Task Orders) for applicable Task Orders depending on the nature and magnitude of the failure.

B.9 Basis for Changes

The Contractor is responsible for total performance of Task Orders issued under this Contract, including its specific technical approach and methods to perform the Task Order PWS, including End States (if applicable). The Contractor is responsible for examining available information, such as drawings and designs, photographs, regulatory documents, and other documents in developing its approach and pricing for individual Task Orders. For all work within the control of the Contractor, the consequences of any adverse Contractor work performance, and the consequences of any regulatory actions in response to adverse Contractor work performance, shall not be a basis for equitable adjustment. As applicable, Task Orders issued under this Contract shall clearly identify the risk ownership for both the Government and the Contractor such that contract changes are minimized to the extent practicable.

(Table with risk ownership to be negotiated and included within individual Task Orders, as applicable)

B.10 Other Costs and Projects

Other Costs and Projects will be authorized under Task Orders issued by the CO in accordance with the Section H Clause entitled, *Task Ordering Procedure*, to reflect the approved amounts for work authorized. This work is done under a Strategic Partnership Projects (SPP) Program arrangement or a Request for Services (RFS). Under an SPP Program arrangement, the project is conducted through a cost recovery (no fee) arrangement under Section I Contract Clause Department of Energy Acquisition Regulation (DEAR) 970.5217-1, *Strategic Partnership Projects Program (Non-DOE Funded Work)*. An RFS is completed on a case-by-case basis and the Contractor may or may not receive fee depending on the arrangement for each individual request. Any RFS fee will be determined based on mutual agreement between the DOE and the Contractor.

B.11 Conditional Payment of Fee - DOE Performance Criteria/Requirements

This Clause supplements the Section I Clause DEAR 970.5215-3 entitled, *Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts*, by establishing Site-specific Environmental, Safety, Health, and Quality (ESH&Q) and security performance criteria/requirements. Performance failures relating to the performance criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3. If applicable, site-specific performance criteria/requirements for

ESH&Q and Safeguards and Security (SAS) will be included in each Task Order and are provided below as information:

(a) ESH&Q

(1) First Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3.

(2) Second Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3.

(3) Third Degree: Performance failures that reflect a lack of focus on ESH&Q or failures to comply with an approved Integrated Safety Management System (ISMS) that may result in a negative impact to the public, worker, or environment. The following performance failures, or events of similar import, are examples of performance failures that are considered third degree:

(i) Multiple similar non-compliances identified by external oversight (e.g., Federal) that in the aggregate indicate a significant programmatic breakdown.

(ii) Non-compliances or adverse performance trends that either have or may have significant negative impact to the public, worker, or environment or that indicate a significant programmatic breakdown.

(iii) Failure to notify the CO upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.

(iv) Failure to report required data accurately and within the required timeframes (e.g., within 24 hours of incident).

(b) Safeguards and Security

(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) Theft, loss, or diversion of Category I or II Special Nuclear Material (SNM); adversarial attacks or acts of sabotage that result in significant consequences to the safety or security of personnel, facilities, or the public due to a failure or inadequacy of performance by the Contractor.

(ii) Receipt of an overall rating of Unsatisfactory on any DOE SAS survey, audit, and/or inspection.

(iii) Failure to implement effective corrective action(s) in response to any first degree performance failure.

(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) Theft, loss or diversion of Category III SNM that is due to a failure or inadequacy of performance by the Contractor.

(ii) Inventory differences of Category I/II/III SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.

(iii) Any amount of SNM found in a dangerous/hazardous or unapproved storage environment, or unapproved mode of transportation/transfer.

(iv) Failure to implement effective corrective action(s) in response to an occurrence of any second degree performance failure.

(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, and/or jeopardizes protection of the facility or Site security interests. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

(i) Loss, theft, diversion, or unauthorized disclosure of information classified as Confidential.

(ii) Evidence that SNM data has been manipulated or falsified.

(iii) Inventory differences of Category IV SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.

(iv) Loss, theft, or diversion of Category IV quantities of SNM that is due to a failure or inadequacy of performance by the Contractor.

(v) Five or more incidents that involve a potential compromise of classified information and/or unsecured classified repository, in any three (3) month period, of any type.

(vi) Receipt of any topical area rating of Unsatisfactory on any DOE SAS survey, audit, and/or inspection.

(vii) Failure to implement effective corrective action(s) in response to any third degree performance failure.

(viii) Non-compliant or adverse cyber security performance that indicates serious cyber security program degradation (e.g., negative mission impacts or compromise of sensitive information [Sensitive Unclassified Information, Personally Identifiable Information, Unclassified Controlled Nuclear Information]).

B.12 Provisional Payment of Fee (Oct 2013) (Revised) (Applies to CR Task Orders only)

(a) Notwithstanding any other term or condition of this Contract and the resulting Task Orders to the contrary, this clause applies to and has precedence over all other terms and conditions of this Contract and the resulting Task Orders that provide for provisional payment of fee.

(b) The Contractor must notify the CO immediately if it believes any incongruence exists between this clause and any other term or condition of this Contract and the resulting Task Orders that

provides for provisional payment of fee. If a term or condition of this Contract and the resulting Task Orders provides for provisional payment of fee but fails to include all of the requirements of this clause, that term or condition will be considered to include the omitted requirements.

(c) This clause conforms to the FAR and DOE fee policy and constructs. The following definitions and concepts apply.

(1) Price means cost plus any fee or profit applicable to the Task Order.

(2) The terms profit and fee are synonymous.

(3) Incentive means a term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor's performance.

(4) Earned fee for an incentive means fee due the Contractor by virtue of its meeting the Contract's/Task Order's requirements entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the Contract/Task Order for earning fee.

(5) Available fee for an incentive means the fee the Contractor might earn but has not yet earned.

(6) Provisional payment of fee for an incentive means the Government's paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee.

(7) Provisional payment of fee has no implications for the Government's eventual determination that the Contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee. The Contractor could, for example, receive 100% of possible provisional fee payments yet not earn any fee (the Contractor would be required to return all of the provisional fee payments). The Contractor could, for example, receive 0% of possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government's determination that the Contractor had earned the associated available fee for the incentive).

(8) Clause means a term or condition used in this Contract.

(d) This Task Order's price, incentives included in its price, and all other terms and conditions reflect the Government's and the Contractor's agreement to link, to the maximum extent practical, the Contractor's earning of fee to its achievement of final outcomes rather than interim accomplishments.

(e) Certain terms and conditions of this Contract and the resulting Task Orders provide for provisional payment of fee for certain incentives. Other terms and conditions of this Contract and the resulting Task Orders provide for each such incentive the requirements the Contractor must meet to earn the fee linked to the incentive. The terms and conditions of this Contract and the resulting Task Orders that provide for provisional payment of fee for certain incentives include for each such incentive the requirements the Contractor must meet before the

Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.

(f) The CO, at his/her sole discretion, will determine if the Contractor has met the requirements under which the Government will be obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.

(g) If the CO determines the Contractor has not met the requirements to retain any provisionally paid fee and notifies the Contractor, the Contractor must return that provisionally paid fee to the Government within 30 days:

(1) The Contactor's obligation to return the provisional paid fee is independent of its intent to dispute or its disputing the Contracting Officer's determination; and

(2) If the Contractor fails to return the provisionally paid fee within 30 days of the Contracting Officer's determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the Contractor due to the Contractor's failure, may deduct the amount of the provisionally paid fee from: amounts it owes under invoices; amounts it would otherwise authorize the Contractor to draw down under a Letter of Credit; or any other amount it owes the Contractor for payment, financing, or other obligation.

(h) If the Contractor has earned fee associated with an incentive in an amount greater than the provisional fee the Government paid to the Contractor for the incentive, the Contractor will be entitled to retain the provisional fee and the Government will pay it the difference between the earned fee and the provisional fee.

(i) If provisional fee is provided for under a Task Order and the CO determines the Contractor has met all of the other applicable terms and conditions in both the Task Order(s) and the Master IDIQ Contract and the Contractor has accomplished established incentive(s) under the Task Order(s), the Contractor is authorized to submit a voucher requesting provisional fee payment not more often than once per calendar quarter, at a prorated amount of up to 50 percent of the target and/or available fee for the Task Order, pending satisfactory performance.

B.13 Limitation of Government's Obligation (Applies to FFP Task Orders only)

(a) This contract's fixed-price Task Orders issued under CLIN 01000 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: fixed-price Task Orders may be incrementally funded; and if a CLIN or Task Order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the CLIN or Task Order will be the lower of the amount of funds allotted to the CLIN or Task Order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN or Task Order there is:

(1) a fixed price for the action;

(2) a fixed amount of work that corresponds to the fixed price;

(3) a planned funding schedule that corresponds to the fixed price and the fixed amount of work;

(4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;

(5) if the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and

(6) an obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.

(b) For each CLIN or Task Order:

(1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN or Task Order;

(2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price CLINs or Task Orders included in this contract:

(i) the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and

(ii) the specific risk that in the event of termination of an incrementally funded CLIN or Task Order before the CLIN or Task Order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow. The maximum Government obligation for a fixed-price CLIN or Task Order is the allotted funds for the CLIN or Task Order, as a result the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.

(3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;

(4) if funds become available and the Government's need continues, the Government will allot funds periodically to the CLIN or Task Order, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and

(5) The Contractor agrees to provide the fixed amount of work for the fixed price identified in the Task Order's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the Task Order's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in the Task Order's Section B. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.

(c) For each CLIN or Task Order:

(1) The fixed price (of both the entire CLIN or Task Order and of the current cumulative amount of funds allotted to the CLIN or Task Order at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;

(2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and

(3) If the Government meets the entire Planned Funding Schedule;

(i) the cumulative amount of funds allotted will equal the CLIN's or Task Order's fixed price; and

(ii) the Contractor must provide the work the contract requires for the CLIN or Task Order.

(d) The fixed price for each CLIN or Task Order is listed in Section B of this contract.

(e) The Planned Funding Schedule for each CLIN or Task Order is in paragraph (n) of this clause. The sum of the planned funding for each CLIN or Task Order equals the fixed price of the CLIN or Task Order.

(f) The Actual Funding Schedule for each CLIN or Task Order is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for Task Orders issued under CLIN 01000, and the work to be performed for the funds allotted.

(1) The Contractor may bill against a CLIN or Task Order only after the Government has allotted funds to the CLIN or Task Order and the Contractor has delivered the services and earned amounts payable for the CLIN or Task Order.

(i) The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.

(ii) If the Contractor does not perform the contract's requirements for the CLIN or Task Order, it must return the amounts that it billed that the Government reimbursed.

(g) If during the course of this contract the Government is allotting funds to a CLIN or Task Order per or earlier than the Planned Funding Schedule, the Task Order to that point will be considered a simple fixed-price CLIN or Task Order regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:

(1) The Government's and the Contractor's obligations under the CLIN or Task Order—with the exception that the Government's obligation for the CLIN or Task Order is limited to the total amount of funds allotted by the Government to the CLIN or Task Order and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN or Task Order were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the CLIN or Task Order; and neither the fixed-price for the CLIN or Task Order nor any other term or condition of the contract will be affected due to the CLIN's or Task Order's being incrementally funded.

(i) The Contractor agrees, for example, if the Government allots funds to a CLIN or Task Order per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN or Task Order, the Government has met all of

its obligations just as if the CLIN or Task Order were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN or Task Order were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contactor earns amounts payable at any time in performing work for the CLIN or Task Order that exceed the total amount of funds allotted by the Government to the contract for the CLIN or Task Order:

(A) it (not the Government) will be liable for those excess amounts payable

(B) it will remain liable for its obligations under every term or condition of the contract and

(C) if it fulfills all of its obligations for that CLIN or Task Order and the Government allots funds to the CLIN or Task Order equal to the CLIN's or Task Order's fixed price, the Government will pay it the fixed price for the CLIN or Task Order and no more.

(ii) The Contractor also agrees, for example, if the Government allots funds to a CLIN or Task Order by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point as if the CLIN or Task Order were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN or Task Order were fully funded; consequently, if the Government subsequently terminates the CLIN or Task Order it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN or Task Order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

(h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN or Task Order in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN or Task Order by the Government.

(1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.

(2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN or Task Order.

(3) The Government may require the Contractor to continue performance of that CLIN or Task Order for as long as the Government allots funds for that CLIN or Task Order sufficient to cover the amount payable for that CLIN or Task Order.

(i) If the Government does not allot funds to a CLIN or Task Order per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment and:

(1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that CLIN or Task Order;

(2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the contract;

(3) if the Government subsequently terminates the CLIN or Task Order, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN or Task Order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

(j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either CLIN or Task Order:

(1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN or Task Order; and

(2) The Contractor is not obligated to continue performance under this contract related to the CLIN or Task Order or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN or Task Order.

(k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a CLIN or Task Order, which will remain at all times the Government's maximum liability for a CLIN or Task Order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN or Task Order in excess of the total amount allotted by the Government to this contract for a CLIN or Task Order, whether earned during the course of the contract or as a result of termination.

(l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN or Task Order unless they contain a statement increasing the amount allotted.

(m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.

(n) Planned Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order]:

CLIN	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

(o) Actual Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order]:

CLIN	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

Part I – The Schedule

Section C

Performance Work Statement

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Contract Purpose and Overview

(a) One of the U.S. Department of Energy's (DOE) strategic goals is to meet the challenges of cleaning up the nation's Manhattan Project and Cold War legacy. To accomplish this goal, Environmental Management (EM) must reduce environmental liabilities through accelerated cleanup of high-risk areas, resulting in risk reduction and returning land for its projected future use. This goal must be accomplished in a manner that is protective of human health and the environment (HHE).

(b) The purpose of this procurement is to establish a contract vehicle that DOE can utilize at sites nationwide to acquire timely, cost-effective, legally sound Deactivation, Decommissioning, and Removal (DD&R) and associated support services to further the government's mission toward reducing environmental liabilities. Work under this contract vehicle will support sites located across the United States and will comply with all applicable law and regulations. Using this contract vehicle, DOE EM plans to contract for DD&R work at various locations throughout the United States in support of the U.S. Department of Energy (DOE) including but not limited to Environmental Management (EM) sites, National Nuclear Security Administration (NNSA), Office of Naval Reactors (NR) and the Office of Science (SC).

(c) The various elements of each Task Order will have descriptive statements of DOE's "desired outcome" associated with the performance of each element. That "desired outcome" statement is intended to provide the Contractor with insight regarding DOE's planning perspective on the objectives that need to be accomplished in order to progress toward completion of cleanup. The term "End State" is defined as the specified situation, including accomplishment of completion criteria, for an environmental cleanup activity at the end of the Task Order period of performance (POP).

(d) The Contractor is responsible for the performance of the Task Order(s) issued under the Contract including defining the specific methods, innovations, regulatory approach, and graded approaches for accomplishing all work to be performed and managing, integrating, and executing work described in this Performance Work Statement (PWS).

(e) The DOE's goal is to efficiently optimize the scope, cost, and schedule associated with performance of all work while ensuring quality, protecting the safety of the workers, environment, and the public, to reduce EM's environmental liability, which will result in meeting the Department's strategic goals sooner.

(f) The Contractor shall comply with the current applicable regulatory requirements at various sites identified in each individual Task Order.

(g) Unless stated otherwise within each Task Order, the Contractor is assigned lead responsibility for coordination with the regulators to develop an optimum regulatory approach for work under each Task Order. This authority does not authorize the Contractor to commit the Government without consulting with DOE and gaining its approval as the owner in advance of implementing any proposed changes to the regulatory approach. As part of this responsibility, the Contractor is encouraged to:

(1) Propose changes to the regulatory approach, in coordination with DOE, including changes to current regulatory end points to establish risk-based End States that maintain protection of HHE; and,

(2) Propose innovations to regulatory strategies and processes that improve total performance.

(h) The Contractor shall not assume that each innovation will result in a change to the regulatory approach. Following consultation and approval by DOE, the Contractor is responsible for coordinating with the appropriate site entity and/or regulator to include preparing and submitting all regulatory and supporting documentation. In addition, DOE will perform the following:

(1) Operate as the owner in coordination with the regulators to reach agreement on Contractor-prepared regulatory and supporting documentation;

(2) Operate as the owner in coordination with the regulators to reach agreement on innovations that require changes to the regulatory approach;

(3) Review, approve, and/or certify, as required, all regulatory and supporting documentation;

(4) Prepare any additional National Environmental Policy Act (NEPA) analyses and/or documentation that may be required; and

(5) Provide existing safety basis documentation for Hazard Category 2 and 3 Facilities.

(i) The Government will conduct audits and surveillances of all aspects of the terms of this Contract to ensure compliance with the terms of this PWS. The results of all audits and surveillances will be resolved with the Contractor.

(j) DOE reserves the right to stop work in accordance with the Section H Clause DOE-H-2021, *Work Stoppage and Shutdown Authorization (Oct 2014)(Revised)*, if the Government determines that the Contractor is not in compliance with the terms of the Contract.

(k) Accelerated cleanup (i.e., accomplishing cleanup more cost effectively and efficiently than planned) is a cooperative undertaking that requires the Contractor and the Government to seek innovative approaches to achieve the desired End States. This approach will require DOE and the Contractor to cooperate in creating an organizational culture to facilitate change and a mutual understanding of the technical approach and strategy that will lead to successful achievement of End States to be completed under this Contract. Streamlining the process, challenging requirements, and identifying efficiencies and performance improvements are critical to accomplishing accelerated cleanup. The Contractor, in partnership with DOE and throughout the Contract ordering period, shall seek to identify requirements and processes that impede progress and recommend efficiencies and performance improvements that reduce the actual cost and/or improve the schedule for the work.

Note: The following is a comprehensive list of PWS elements defining requirements which may be applicable in implementing Task Orders. The PWS elements below are applicable only when required by each individual Task Order.

C.1 Transition/Task Order Implementation

The desired outcome is a smooth Transition/Task Order Implementation of responsibility for execution of the Contract and each Task Order that maintains continuity of operations and avoids or minimizes disruptions to ongoing operations and/or accomplishment of the DOE mission.

C.1.1 Executive Summary

Upon award of the Contract, the Contractor shall release a brief Executive Summary of its offer on the Contractor's own website, including the following elements:

i. Name of Contractor including the identification of any teaming partners and subcontractors and a description of the experience that each brings to the project;

ii. Summary/description of Contractor's technical approach;

iii. Commitment to small business subcontracting;

iv. Contractor performance commitments; and

v. Brief overview of Contractor's work on similar projects.

C.1.2 Transition Activities/Task Order Implementation

The main goal of the Transition/Implementation process is to ensure that terms and conditions of the Contract and each Task Order are fully understood by the Contractor and the Contractor demonstrates readiness to assume responsibility seamlessly prior to assumption of responsibility for performance of the Task Order. The objectives of Transition/Task Order Implementation are to complete a safe, effective, and efficient transfer of responsibility for execution of the Task Order with minimal disruption to ongoing operations. The following section defines the Transition/implementation requirements which may be applicable for each Task Order:

(a) Submit a Task Order Transition/Implementation Plan to ensure successful completion of all transition/implementation activities necessary to assume full responsibility for execution of the Task Order. The Task Order Transition/Implementation Plan shall accomplish the objectives of minimizing or avoiding impacts to continuity of sitewide operations, identifying key issues and approaches to resolution, and overcoming barriers to a successful Transition/Task Order Implementation.

(b) Establish the workforce need to execute the Task Order, including:

i. Mobilize the workforce needed to execute the mission of each Task Order.

ii. Employment of additional staff determined to be necessary; and

iii. Placement of necessary subcontracts, including the assumption of existing subcontracts identified by the Contractor or as directed by DOE.

(c) Establish the programmatic and management systems needed to support execution under the terms and conditions of the Task Order, including:

i. Review of existing project, program, and management system documents;

ii. Assumption of existing project, program, and management system documents, as appropriate;

iii. Generation of needed replacement project, program, and management system documents as determined by the Contractor to be necessary prior to assumption of responsibility for execution of the Task Order; and

iv. Support DOE activities needed to determine Contractor readiness to assume responsibility for execution of the Task Order under the terms and conditions of the Contract.

(d) Describe the approach to transition/implement work identified in the Task Order and provide a work breakdown structure that details the reponsibility for each Task Order PWS element that includes, but is not limited to scope of work, labor relations, human and material resources, services and any other work. The approach to shall include the due diligence process, a schedule of planned activities

and milestones, actions that will be taken to minimize or avoid impacts on sitewide continuity of operations, identification of key issues that may arise during transition/implementation and the associated resolutions, and the planned interactions with DOE, other sitewide contractors, the workforce, regulators, and stakeholders.

(e) Provide a Safety Basis Compliance and Concurrence Letter to DOE that describes the approach to implementing the Safety Basis for Hazard Category 2 and 3 facilities. The document must discuss at a minimum how Safety Basis Documents will be incorporated into the Standard Operational Procedures, document control processes, and regular management review.

(f) Identify agreements, letter approvals, determinations of cost allowability, or understandings the Contractor plans to rely upon and apply to work performed under the Task Order, or in the accounting for costs incurred. DOE agreements with predecessor contractors, contract/task order guidance, direction, or interpretation on other contracts/task orders shall not apply to this Contract/Task Order unless they have been identified and approved in advance by the CO. CO approved agreements may be incorporated into Section J Attachment entitled, Advance Understanding on Costs. Agreements on Advance Understanding on Costs will be established through partnering between DOE and the Contractor.

(g) Include a description of the activities necessary for the Contractor to assume full responsibility for the Task Order and address other activities and deliverables specified in the Task Order that require DOE approval prior to completion of transition/implementation.

(h) Complete deliverables associated with the PWS, as well as other sections of the Contract, listed in Section J, Attachment J-7, Deliverables. Task Order-specific deliverables will be listed in the Task Order. The Contractor shall perform the PWS and its deliverables or as directed by the DOE Contracting Officer (CO). Provide a separate Submittal Log for each Task Order that covers all documents and deliverables required to be submitted to DOE. The Submittal Log shall contain submittal number, description, PWS section, type (informational, approval required, etc.), date required to be submitted, date required, and comment section. The submittal number in the log shall be used when submitting to DOE and only one cover sheet will be used per submission.

(i) Develop training for the workforce based on the Task Order requirements and the Contractor proposed technical and management approach for execution. Provide DOE a schedule for completion of training that results in 100 percent of the workforce trained to execute the Task Order.

(j) Perform a due diligence review (to include review of policies, procedures, technical documents, characterization data, and other documents or forms of information). Prior to the end of transition/implementation, provide the CO with a listing of material differences and preexisting conditions. After receipt and evaluation of the Contractor material differences submission, DOE will negotiate the final list of Material Differences and Preexisting Conditions with the Contractor and will determine whether a change to the Task Order is necessary. The CO will provide direction to the Contractor to address any changes and will establish timeframes for completion of applicable actions.

(k) Submit a Graded Approach for Implementation of Task Order Requirements for DOE approval to streamline processes, apply a graded approach, and identify efficiencies and performance improvements that are critical to accomplishing each Task Order. The plan shall include a review and recommendations of changes, if appropriate, to the current site standards and implementing procedures for the reduction of requirements and/or streamlining processes.

(l) Submit a Declaration of Readiness to Execute Task Order to the CO, prior to the end of transition/implementation, indicating readiness to assume responsibility for execution of the Task Order. Also, identify any post transition/implementation activities that may be required to complete transition/implementation (e.g., notifications to outside agencies of transfer of co-operator responsibilities, or completion of procedure updates).

(m) Submit a Community Commitment Plan consistent with DOE-H-2045.

C.2 Program Support Services

The primary purpose of this section is to assist in describing the specific responsibilities of the Contractor within DOE programs. The following sections define the programs that may be applicable in implementing each Task Order to perform the cleanup mission safely and effectively.

C.2.1 Project Support Performance Requirements

C.2.1.1 Project Management

(a) Successful execution of the project management work scope will ensure cost and schedule efficiency while minimizing programmatic risks. The Contractor shall ensure that project management practices are used in the performance of work including the development of project management plans, baselines, and disciplined change control processes.

(b) The Contractor shall prepare and submit for DOE approval a Project Management Plan (PMP), consistent with the requirements in DOE O 413.3, *Program and Project Management for the Acquisition of Capital Assets*. The PMP shall explain the approach to managing and controlling activities at the task level. The capital asset projects do not need to be standalone project management plans and instead, may be an appendix to the PMP.

(c) The Contractor shall provide all management and technical information to:

(1) Meet the requirements of DOE O 413.3, when applicable.

(2) Support the budget formulation activities including, but not limited to, emerging work items list; budget formulation input (including Integrated Priority List), the limited budget update submission, budget scenario development, and budget presentations (such as public and regulatory briefings, etc.).

(3) Meet the data requirements of the DOE Integrated Planning, Accountability, and Budgeting System (IPABS), and the Project Assessment and Reporting System (PARS II). Data for all scope authorized by Task Orders, including operations activities and capital projects less than $50M or prior to CD-2, shall be uploaded into PARS II in accordance with the "Contractor Project Performance Upload Requirements" document maintained by the DOE Office of Project Management.

(4) Ensure transparency in project performance and efficiency in project execution.

(5) Support audits, evaluations, and external technical reviews.

(6) Support other DOE project performance assessments and information needs.

(d) Project management information developed under this Contract shall be accessible electronically by DOE. The desired outcome is a predictable and consistent Contractor performance aligned to customer needs conducted within annual and multi-year baselines.

C.2.1.2 Project Integration and Control and Earned Value Management

(a) The Contractor shall provide an Earned Value Management System Description (EVMSD) that complies with the requirements of DOE O 413.3, Electronic Industries Alliance (EIA)-748 Earned Value Management System Acceptance Guide, EIA-748, Earned Value Management Intent Guide, and Section H Clause entitled, Earned Value Management System.

(b) The EVMSD shall describe the management processes and controls that shall be used to implement a compliant Earned Value Management System (EVMS), manage and control work, and complete Contract requirements.

(c) The EVMSD shall include:

(1) The baseline development process and the hierarchy of documents that shall be used to describe and maintain the Performance Measurement Baseline (PMB);

(2) Identification of the systems, tools and software and integration of these systems with the Work Breakdown Structure (WBS) and accounting systems and data;

(3) The process the Contractor intends to use for earned value management, configuration control, interface control, and document control;

(4) The Contractor's Project Baseline Change Control Process;

(5) The Contractor's process for handling changes that are only impacts to costs and not identified as a schedule impact;

(6) The Organizational Breakdown Structure, including roles and responsibilities of each major organization and identification of key management personnel; and

(7) A list of project software the Contractor proposes to use for project control.

(d) The Contractor shall comply with the requirements of the Section H Clause entitled, DOE-H-2024, *Earned Value Management System*, and, if required, have the EVMS evaluated against the EIA-748 standard by a qualified, independent, third party selected by the DOE Office of Project Management (DOE-PM). Upon completion of the evaluation and closure of all corrective actions, DOE-PM will certify the Contractor's EVMS as compliant with the EIA-748 standard. Subsequent to the initial evaluation and certification, DOE-PM may at any time require the Contractor to repeat the evaluation and certification process. The Contractor shall provide all necessary support to conduct the initial and any subsequent evaluations and closure of all corrective actions.

C.2.1.3 Performance Measurement Baseline

(a) The PMB shall be an integrated and traceable technical scope, schedule, and cost execution baseline that encompasses all activities to execute the requirements of each Task Order, as applicable, and enables safe, effective and efficient advancement and completion of the site mission.

(b) The PMB shall include the following:

(1) Technical Scope. The following baseline documents shall be viewed collectively as the technical scope for the cost/schedule control system:

(i) Task Order PWS and other sections that define work scope and requirements;

(ii) Waste site and facility lists;

(iii) Approved interface agreements; and

(iv) WBS Dictionary Sheets (the WBS submittal shall include a data column which cross references the WBS elements at the lowest level to the appropriate Contract/Task Order Line Item Number [CLIN]).

(c) The PMB shall comply with the following requirements:

(1) The WBS shall encompass all activities required in the Task Order and provide the basis for all project control system components, including:

(i) Estimating;

(ii) Scheduling;

(iii) Budgeting; and

(iv) Project performance reporting (as required under this contract).

(2) Control accounts within the WBS shall be identified; and

(3) The baseline and management thereof shall comply with EIA-748 Earned Value Management Systems and DOE O 413.3.

(d) The schedule shall:

(1) Include all significant external interfaces, all regulatory milestones, other regulatory and Defense Nuclear Facilities Safety Board commitments, and Government-Furnished Services and Information (GFS/I) dependencies.

(2) Be an activity based, resource loaded, logical network-based and integrated plan that correlates to the WBS and is vertically traceable to the EVMS control accounts and aligns with the Contractor's field schedules.

(3) Include earned value method at the activity level and be capable of summarizing from control accounts to higher WBS levels.

(4) Any additional working level schedules deemed necessary by the Contractor shall be integrated with the PMB and be able to provide earned value reporting in compliance with EIA-748.

(5) The PMB cost estimate shall include project resource plans, detailed resource estimates, basis of estimates, budgetary requirements, and identification of direct costs, indirect costs, management reserve, and fee.

(6) The method used to determine earned value shall be identified for each control account.

(7) The schedule shall be accessible to DOE upon request.

(e) The PMB shall be logically tied, driven, and integrated with:

(1) Financial system(s) for consistency and accurate reporting of information with traceability to budget and reporting requirements.

(2) DOE, congressional, regulatory, and external commitments.

(3) Performance milestones including contract performance incentives and other performance measures established by DOE.

C.2.1.3.1 Performance Measurement Baseline Submittals

(a) The Contractor shall develop and submit a PMB as each Task Order is negotiated and awarded. PMB updates, for additional Task Order work only, will be submitted as part of the Task Ordering Process to the CO, for DOE and Contractor negotiation and DOE approval, as part of the Contractor's Task Order Proposals. The Contractor shall comply with the requirements of Section H Clause entitled, *Task Ordering Procedure*. The Contractor shall also follow the requirements of their EVMSD requirements for baseline change control process.

(b) The Contractor shall provide the WBS, WBS dictionary data, and basis of estimate data in either Microsoft Word© or Microsoft Access© format. Cost data shall be provided in Microsoft Access© or Microsoft Excel© format and the schedule shall be provided utilizing the current version of Primavera Systems, Inc., Enterprise for Construction© software unless agreed to otherwise by DOE.

(c) The Contractor shall support DOE External Independent Review and Energy Systems Acquisition Advisory Board (ESAAB) review as required.

C.2.2 Project Performance Reporting

(a) The Contractor shall provide DOE with the necessary project performance information to support budget planning and execution, project planning and execution; project performance reporting, audit, and evaluation; and other DOE performance assessment and information needs.

C.2.2.1 Monthly Performance Report

(a) The Contractor shall submit to DOE a Monthly Performance Report for each Task Order representing the prior month's performance by the 15th of each month.

(b) The Monthly Performance Report shall include a summary of overall Task Order performance and a separate report for each of the major work scopes and projects at the Project Breakdown Structure (PBS) level.

(c) The summary of overall contract performance shall include:

(1) Key accomplishments:

(2) Major issues including actions required by the Contractor and DOE;

(3) Analysis of funds expenditure, with projections for the Project by FY and life of the Contract;

(4) Technical scope, schedule, and cost variance analysis; including implications to near term and long term milestones and deliverables at risk of being missed;

(5) Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions; and

(6) Information on any safety or quality matters that emerged or persisted during the reporting month.

(d) Each of the Task Order reports shall include:

(1) Project manager's narrative assessment including;

(i) Significant accomplishments and progress towards completion of project goals and objectives:

(A) Key risks and challenges; and

(B) Evaluation of safety performance (including Integrated Safety Management Systems [ISMS] metrics and all recordable injuries, lost-time injuries, and near misses).

(2) Business structure information to demonstrate ongoing compliance with the requirements of the Section H Clause entitled, *Subcontracted Work*;

(3) Project Baseline Performance including:

(i) EVMS information using the following Office of Management and Budget (OMB) Contract Performance Report formats (DI-MGMT-81466);

(ii) Format 1, DD Form 2734/1, Mar 05, Work Breakdown Structure;

(iii) Format 2, DD Form 2734/2, Mar 05, Organizational Categories;

(iv) Format 3, DD Form 2734/3, Mar 05, Baseline;

(v) Format 4, DD Form 2734/4, Mar 05, Staffing; and

(vi) Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis.

(4) The Task Order Performance Reports shall be provided in the format forms referenced in the Integrated Program Management Report (IPMR) Data Item Description (DID) DI-MGMT-81861, unless the Contract/Task Order specifies otherwise;

(5) Task Order Funds Status Report (CFSR) shall be provided in accordance with DID, DI-MGMT-81468, CFSR, or equivalent;

(6) Baseline schedule status, which reflects progress against the baseline and includes critical path analysis, performance trends, variance discussion(s), and potential issues related to milestones;

(7) Task Order Estimate to Complete (ETCs) and Estimate at Completion (EACs);

(8) A change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of management reserve;

(9) Project risk assessment, including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation;

(10) The project risk assessment shall also identify the engineering and technology to reduce the risk and uncertainty with the project; and

(11) Actions required by DOE, including GFS/I and DOE decisions.

C.2.2.2 Project Review Meetings

The Contractor shall participate in a monthly Contract/Task Order review and be prepared to address any of the information in the monthly Task Order Performance Report and other information as requested by DOE. A weekly contract or project status meeting may be required at DOE's request to provide interim updates and address issues.

C.2.2.3 Cost Estimating

(a) Cost estimates shall be credible, well documented, accurate, and comprehensive.

(b) Contractor developed cost estimates form the basis of the cost baseline of the PMB and are important when evaluating proposed Contract changes. DOE uses these cost estimates for budget formulation, Contract change management, cleanup program planning, establishing a database of estimated and actual costs, and performance measurement. The Contractor shall prepare cost estimates in accordance with the requirements in Section H Clause entitled, *Cost Estimating*, and Section H Clause entitled, *Task Ordering Procedure*, of this Contract and using *The Twelve Steps of High-Quality Cost Estimating Process* identified by the Government Accountability Office (GAO) in GAO-09-3SP, *GAO Cost Estimating and Assessment Guide*, for all priced Contract actions exceeding the simplified acquisition threshold.

C.2.2.4 Scheduling

(a) The Contractor shall support DOE in the development and maintenance of a DOE Integrated Master Plan (IMP) upon DOE Headquarters development of a standardized coding structure. The Contractors PMB and Integrated Master Schedule (IMS) shall utilize any DOE provided coding structure to integrate the Contractor's activities and capital asset projects into the DOE Program Integrated Master Plan (IMP). The IMS integrates the operations activities, capital asset projects, and other activities managed by the Contractor into one schedule. DOE will use the individual Contractor IMS from the Contractor and other site contractors to construct the IMP.

(b) The Contractor shall develop aSchedule for each Task Order scope of work in accordance with the National Defense Industrial Association's *Planning & Scheduling Excellence Guide* (v3.0), and EIA-748 Guidelines. The Contractor's schedule shall be resource loaded. The Contractor shall provide a copy of the Integrated Master Schedule (IMS) showing the inclusion of the proposed Task Order's scope of work identifying the logic ties and dependencies between already contracted Task Order scopes of work, if any, and the new Task Order work scope.

C.2.2.5 Risk Management

(a) Successful execution of the cleanup mission requires an integrated risk management program where crosscutting risks and mitigation actions are identified, communicated, and coordinated with DOE and other site contractors. The conduct of risk management shall result in risk informed prioritization of program, project, and infrastructure investments that facilitate successful project execution and program management.

(b) The Contractor shall implement a risk management program in compliance with DOE O 413.3 and DOE policy Requirements for Management of the Office of Environmental Management's Cleanup Program. The Contractor shall also incorporate the principles of DOE G 413.3-7A, *Risk Management Guide*, and GAO-09-3SP in its risk management process.

(c) The Contractor shall submit a Risk Management Plan (RMP) to DOE for approval (and update the risk register and analysis for each subsequently awarded Task Order). The capital asset projects do not need to be standalone risk management plans and instead, may be an appendix to the RMP. The plan shall identify the processes and procedures that will be implemented to address risk identification, qualitative risk assessment, quantitative risk analysis, risk handling, schedule risk analysis, risk monitoring and reporting, and calculating the recommended management reserve and schedule reserve required for adequate management of Contractor-controlled risk.

(d) The Contractor shall communicate its risk analysis pertaining to crosscutting decisions to DOE and other site contractors, including agreement as to who shall be the lead for managing each risk. These crosscutting impacts shall be quantified in terms of probability, cost, and schedule impact to the overall Site cleanup mission, where possible.

C.2.3 Environment, Safety, Health & Quality

C.2.3.1 Worker Safety and Health

(a) The Contractor shall develop (or adapt) and implement a Worker Safety and Health Program that complies with 10 CFR 851, *Worker Safety and Health Program*, and submit the program to DOE for review and approval.

C.2.3.1.1 Workplace Substance Abuse Programs

(a) The authorities and requirements for a Workplace Substance Abuse Program (WSAP) are derived from 10 CFR 707, *Workplace Substance Abuse Programs at DOE Sites* and 49 CFR 40, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs*. The WSAP is required of the Contractor, and shall be flowed down to all subcontractors with personnel in testing-designated positions.

(b) The Contractor shall:

(1) Provide a WSAP Implementation Plan to DOE for approval, and review and update the plan;

(2) Comply with the requirements in 10 CFR 707, *Workplace Substance Abuse Programs at DOE Sites*; DOE O 350.1, *Contractor Human Resource Management Programs*; and 49 CFR 40, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs*, as administered by the overall WSAP Implementation Plan;

(3) Comply with the established site specific testing program for employees in testing designated positions. Testing designated positions are identified by the Contractor and apply to employees whose duties involve:

(i) Access to or handling of classified information;

(ii) Access to or handling of Special Nuclear Material (SNM);

(iii) High risk of danger to life, the environment, public health and safety, or national security; and

(iv) Transportation of hazardous materials to or from a DOE site.

(4) Coordinate and provide drug/alcohol testing information to; and

(5) Report occurrence and/or reasonable suspicion testing regarding the WSAP to DOE to allow notice to DOE within four hours from the time the testing is ordered.

C.2.3.1.2 Safety Culture

(a) The Contractor shall:

(1) Adopt and continuously improve organizational culture (core values and behaviors), Safety Culture, and Safety Conscious Work Environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to, the Employee Concerns Program (ECP); the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution;

(2) Continuously promote a work environment where employees are encouraged to raise concerns. The Contractor shall define expectations, rigorously reinforce those expectations, and take actions to mitigate the potential for a chilling effect;

(3) Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well-communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE;

(4) Champion a culture that promotes proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement; and

(5) Champion a culture that emphasizes the following attributes:

(i) Demonstrated safety leadership;

(ii) Risk-informed, conservative decision making;

(iii) Management engagement and time in the field;

(iv) Staff recruitment, selection, retention, and development;

(v) Open communication and fostering an environment free from retribution;

(vi) Clear expectation and accountability;

(vii) Personal commitment to everyone’s safety;

(viii) Teamwork and mutual respect;

(ix) Participation in work planning and improvement;

(x) Mindful of hazards and controls;

(xi) Credibility, trust, and reporting errors and problems;

(xii) Effective resolution of reported problems;

(xiii) Performance monitoring through multiple means;

(xiv) Use of operations experience; and

(xv) Questioning attitude.

C.2.3.2 Industrial Hygiene

The Contractor shall implement a comprehensive Industrial Hygiene Program in compliance with 10 CFR 851, *Worker Safety and Health Program* and the associated regulatory and consensus standards that are incorporated by reference.

C.2.3.3 Beryllium Program

The Contractor shall perform work in compliance with 10 CFR 850, *Chronic Beryllium Disease Prevention Program,* if required in the Task Order.

C.2.3.4 Site Wide Safety Systems

All worker safety and health practices must be compliant with 10 CFR 851, *Worker Safety and Health Program;* the contractor shall develop and submit to DOE for approval a written Worker Safety and Health Program (WSHP) compliant with requirements appearing in 10 CFR 851. The approved WSHP shall be implemented and maintained by the Contractor. In addition, whenever a significant change or addition to the program is made an updated WSHP must be submitted to DOE for review and approval.

C.2.3.5 Radiation Protection

The Contractor shall develop and implement a Radiation Protection Program that complies with the requirements of 10 CFR 835, *Occupational Radiation Protection*, and utilize guidance from DOE-STD-1098-2017, *Radiological Control*, to develop the program.

C.2.3.6 Quality Assurance

The Contractor shall submit a Quality Assurance Plan (QAP) that implements Quality Assurance (QA) program requirements identified in Section J, Attachment J-2, using a graded approach for DOE approval. The graded approach shall be documented and submitted for DOE approval as a standalone document or combined with the QAP.

C.2.3.6.1 Requirements and Procedure Management Program

The Contractor shall develop, document, and implement an effective requirements management system that establishes and maintains an adequate requirements dataset and provides bi-directional traceability.The Contractor shall prepare, review, approve, issue, use, and revise documents to prescribe work processes and identify and control procedures to ensure proper use.

C.2.3.7 Training

The Contractor shall:

(1) Establish a training program in accordance with DOE O 426.2, *Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities*, and all applicable laws and regulations. The Training Program Plan shall be submitted to DOE for approval. The program shall include a Training Implementation Matrix (TIM) or training program description or plan (TPP), which shall be updated annually and submitted to DOE for approval;

(2) Ensure that its training program is configured/managed so the personnel who do not have the necessary training (e.g., not trained, not pre-qualified, etc.) are prohibited from performing the work that requires the training; and

(3) For each Task Order, the Contractor shall track employee training status and notify employees of training needs. Training records shall be maintained and retrievable for current employees.

C.2.3.8 Environmental Regulatory Management

The Contractor shall:

(1) Prepare necessary documentation under the Comprehensive Environmental Respose, Compensation and Liability Act (CERCLA) process for non-Time Critical Removal Actions or NEPA categorical exclusions, if appropriate;

(2) Prepare necessary documentation under Resource Conservation and Recovery Act (RCRA), if appropriate, and collaborate with the designated RCRA authority;

(3) Comply and implement any applicable environmental requirements and cleanup requirements;

(4) Execute work consistent with NEPA decisions;

(5) When requested by DOE, prepare technical information required for additional NEPA analyses and/or documentation;

(6) Support DOE in responding to regulatory issues; and

(7) Cooperate and coordinate when requested by DOE during enforcement actions including tracking, trending, and evaluating actions, coordinating and integrating responses and resolving compliance issues.

Inspection Actions

The Contractor shall:

(1) Interface with other contractors in providing legally and/or contractually mandated air, liquid effluent, and other media environmental monitoring data;

(2) Collect, compile, and/or integrate air and liquid effluent monitoring data from facilities assigned; and

(3) Submit an Environmental Management System (EMS) internal audit compliant with DOE O 436.1, *Departmental Sustainability*.

C.2.3.9 Conduct of Operations

(a) The Contractor shall:

(1) Establish a Conduct of Operations (CONOPS) Program using the graded approach to CONOPS requirements and attributes identified in DOE O 422.1*, Conduct of Operations,* for all Hazard Category 1, 2, and 3 nuclear facilities and for other than Hazard Category 1, 2, and 3 nuclear facilities. Facilities may be grouped as appropriate.

(2) Define graded approach for causal analysis and corrective actions for High, Low, and Informational Level reports as required by DOE O 232.2A, *Occurrence Reporting and Processing of Operations Information*, in the QAP.

(b) The CONOPS Program shall include the contractor's implementing process or procedure for activity level work planning and control that achieves the following goals:

(1) Applies to all facilities and is not limited to nuclear facilities and activities;

(2) Protects the worker, the public, and the environment by scoping, planning, scheduling, and preparing in a manner that results in the safe execution of work;

(3) Mitigates or eliminates the hazards associated with the work;

(4) Identifies the impact of work to the facility and work groups and plan, control, and execute the work without incurring unanticipated issues resulting from the work;

(5) Maximizes efficiency and effectiveness of Site personnel and material resources;

(6) Maximizes availability and reliability of facility equipment and systems; and

(7) Maximizes continuous feedback and improvement including worker feedback mechanisms.

C.2.3.10 Nuclear Safety

The Contractor shall develop and/or implement a nuclear safety program that satisfies the requirements of 10 CFR 830, *Nuclear Safety Management*, including Subpart A, *Quality Assurance Requirements*, and Subpart B, *Safety Basis Requirements*. The Contractor shall implement any applicable facility Documented Safety Analysis (DSA), Technical Safety Requirement (TSR), Fire Hazards Analysis, Emergency Planning Hazards Assessment documents, or other documents that are part of the approved safety basis.

C.2.3.11 Personal Property Management

(a) The desired outcome of the Real and Personal Property Management Program is a personal property management system that enables effective and efficient stewardship of real and personal property assets, and optimum reuse and disposal of federal personal property and complies with the applicable sections of the current requirements:

- FAR Part 45 – Government Property;
- FAR Part 52.245-1 – Government Property;
- DEAR Part 945 – Government Property;
- DEAR Part 952.245 – Clauses Related to Government Property;
- 41 CFR 109 – DOE Property Management Regulations; and
- DEAR 970.5204-2 – Laws, Regulations, and DOE Directives.

(b) The Contractor shall develop and maintain a DOE approved Property Information Data System. The Contractor must submit and obtain formal written DOE approval of the Personal Property

Management System within 60 days after Task Order award. The Contractor shall maintain a cradle to grave high-risk material and equipment identification, protection, monitoring, and reporting process. The Contractor shall disposition Automatic Data Processing Equipment (ADPE) in accordance with the requirements in 41 CFR 109-43.307-53.

(c) 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. The Contractor shall make provisions for site access for other entities to conduct required characterization and/or independent verification during the dispositioning of any personal property by the Contractor (e.g. safety briefings, monitoring, escorts, etc.).

(d) The Contractor shall develop and maintain a program for the maintenance and operation of motor vehicles and equipment. The program shall comply with all applicable regulations, state and local laws and property management requirements.

C.2.3.12 Government-Furnished Services and Information

The Contractor will be provided with some programs and services to accomplish its mission. A detailed listing of services and information will be given in each Task Order.

C.2.3.13 Records

(a) The Contractor shall:

(1) Ensure records generated/received are managed in electronic format in accordance with 44 USC Chapters 21, 29, 31, 33, and 35; 36 CFR, Subchapter B (Chapter XII), *Records Management*; the current DOE Records Management Program Order in Section J, Attachment J-2, *Requirement Sources and Implementing Documents, Transitioning to Electronic Records Directive (M-19-21),* and any other DOE requirements as directed by the CO. These functions include, but are not limited to:

(i) Tasks associated with creation/receipt, maintenance, storage/preservation, protecting, scheduling, indexing, and dispositioning records (including e-mails);

(ii) Providing all employees and subcontractors with records management training; and

(iii) Supporting new and ongoing Freedom of Information Act (FOIA), Privacy Act, Energy Employees Occupational Illness Compensation Program Act (EEOICPA), Former Worker Medical Screening Program, Chronic Beryllium Disease Prevention Program (CBDPP), congressional inquiries, litigation holds, legal discovery and other record requests.

(2) Ensure 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 Federal laws, regulations, DOE Directives and an approved Records Management Plan .

(3) Ensure all records (regardless of media) are scheduled, arranged, and cutoff by collections (e.g., case file, project, chronologically, numerically, alphabetically, etc.) for proper disposition in accordance with the General Records Schedules (GRS), the NARA-approved DOE Records Disposition Schedules.

(4) Develop and implement an essential (previously known as vital) records program, including an essential records inventory in accordance with 36 CFR 1223, Management Vital Records, and DOE O 243.1B "Records Management Program".

(5) Develop and implement records management controls to ensure that the identification, maintenance, and deposition of all records (regardless of media), including electronic and email, are managed utilizing an electronic records management system (ERMS) that meets NARA universal electronic records management requirements.

The contractor shall ensure records are managed electronically; if records must be scanned, ensure images meet all NARA requirements for the digitization process, including the destruction of the source record after scanning, as well as a DOE-approved Image Quality Statistical Sampling Plan is based on industry standards. Use of digital signatures must meet all Federal and DOE requirements, utilize the HSPD-12 certificate and be approved by DOE.

(6) Manage records contained in electronic information systems (EIS) by incorporating recordkeeping controls in the system or export the records into the current ERMS) in accordance with 36 CFR 1236, Electronic Records Management. The Contractor must design and implement migration strategies to counteract hardware and software dependencies of electronic records whenever the records must be maintained and used beyond the life of the information system in which the records are originally created and captured. The Contractor shall provide a list of all EIS' to DOE annually.

(7) Ensure records generated in the performance of the Contract containing personal information routinely retrieved by name or other personal identifier are classified and maintained in Privacy Act System of Records (SOR) in accordance with FAR 52.224-2, *Privacy Act (Apr. 1984)* and DOE O 206.1, *Department of Energy Privacy Program*.

(8) Develop and implement a Records Disposition Plan, which shall include processing records to storage (e.g., on-site, FRC, ERMS, etc.) and the destruction process for records and information content. Transfers of records to the FRC, NARA and commercial storage requires DOE RMFO approval. Records destructions must be submitted to the DOE RMFO for review and obtaining of DOE Legal Counsel approvals prior to destruction.

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

C.2.3.14 Contractor Assurance System

The CAS covers the full scope of contractor operations and is applied to all operating and business functions, including systems for the protection of the worker, public, environment, property, business, and financial matters. The Contractor shall develop and implement an effective CAS that complies with DOE O 226.1, *Implementation of Department of Energy Oversight Policy*.

C.2.4 Security and Emergency

The Contractor shall ensure the protection of DOE assets by implementing DOE requirements for Safeguards and Secuirty (SAS), Emergency Services, and Emergency Operations.

C.2.4.1 Safeguards and Security Coordination

(a) The Contractor shall identify, coordinate and interface its operational activities with site personnel who provide SAS services (e.g., access control, security police officers, and vulnerability analysis).

(b) The Contractor shall conform to and comply with the DOE security conditions system and any existing Site Security Plan and other approved SAS Plans.

(c) The Contractor shall comply with any protective measure requirements that are implemented in the event of a crisis or emergency and/or in response to a malevolent or terrorist threat to any or all DOE facilities, assets, and personnel.

(d) The Contractor shall provide information to site personnel, which includes site-specific assets and security interests, in support of maintaining any Site Security Plan and other SAS plans.

(e) The Contractor shall provide the necessary operational and technical expertise in support of the preparation of vulnerability assessments, security analyses, and special SAS studies and evaluations.

(f) The Contractor shall implement SAS actions, procedures, and/or processes as assigned by DOE that are necessary to comply with DOE design basis threat (DBT) requirements.

(g) The Contractor shall:

(1) Comply with the requirements of the site Security Awareness Program;

(2) Maintain awareness of sitewide security issues/topics and incorporate them into the Contractor's internal practices and procedures, as appropriate; and

(3) Implement supplementary SAS awareness activities and/or briefings (e.g., at staff and safety meetings), if required by sitewide policies.

Protective Forces

The Contractor shall:

(1) Support and integrate operational/business activities in conjunction with site Protective Forces for the physical protection of SNM, classified materials, industrial assets, and mitigation and deterrence of radiological and toxicological sabotage events; and

(2) Manage activities consistent with site approved risk and vulnerability assessments, the Site Security Plan, and other security plans and facility asset protection requirements that involve the use of Protective Forces.

C.2.4.2 Classified Visits

The Contractor shall submit required information to site security personnel for classified visits and comply with the requirements of existing and approved Site Security Plan. The Contractor's Classified Visits procedures shall ensure that only persons with the appropriate access authorizations and need-to-know receive access to classified information or matter in connection with visits involving the release or exchange of classified information or matter.

Unclassified Foreign National Visits and Assignments

The Contractor shall:

(1) Notify site security personnel of potential foreign visitors or employees, and prepare and submit security plans for foreign national visitors before approval of the visit/assignment;

(2) Require Foreign National Visits and Assignments (FNVA) training for Contractor personnel who host FNVAs;

(3) Conduct the FNVA in compliance with approved security plans; and

(4) Submit a list of authorized delegates with authority to approve unclassified foreign visits and assignments.

C.2.4.3 Incidents of Security Concern

The Contractor shall:

(1) Develop and implement procedures and processes consistent with DOE requirements for addressing incidents of security concern;

(2) Provide information and facility access to site security personnel for investigation of security incidents;

(3) Develop and implement corrective actions; and

(4) Provide information to site security personnel to support administration of any Site Security Infraction Program.

C.2.4.4 Information Security

(a) The Contractor shall ensure that appropriate resources are applied and processes are developed to integrate and comply with the Site Security Plan and DOE requirements for the identification and protection of sensitive and classified information and matter. The scope shall include, but is not limited to, Classification, Classified Matter Protection and Control, Controlled Unclassified Information Management (e.g., Official Use Only [OUO]), Unclassified Controlled Nuclear Information (UCNI) and Operations Security (OPSEC).

(b) The Contractor shall ensure that all sensitive and classified information is protected and controlled commensurate with its classification level, category, and applicable caveats.

(c) The Contractor shall provide for receipt and storage of classified documents.

(d) The Contractor shall manage and implement a Controlled Unclassified Information Program and provide OUO education and awareness for all staff.

C.2.4.5 Badging and Access Authorization (Clearance) Processing

The Contractor shall:

(1) Request and obtain personnel security clearances and badges, including “Special Access” from the site security personnel; and

(2) Provide pre-employment/pre-clearance suitability investigations information to site security personnel for prospective and current employees.

C.2.5 Nuclear Material Control and Accountability (NMC&A)

The Contractor shall:

(1) Maintain control and accountability of accountable nuclear material (i.e., Other, Source, and SNM). Controls shall be appropriate for the nuclear material attractiveness and quantities as described in DOE requirements (e.g., Category IV highly radioactive SNF, to Category I quantities of plutonium in a variety of chemical forms and isotopic amounts).

(2) Assign an individual that will serve as the Contractor's MC&A single point-of-contact, independent of line operations, with responsibility and authority to affect implementation of MC&A requirements. This individual shall work with the appropriate site official to provide oversight of accountable nuclear material in possession.

C.2.6 Telecommunications

The Contractor shall:

(1) Comply with site procedures and policies regarding activities involving Communications Security, protected distribution systems, and TEMPEST/Transmission Security programs of Telecommunications Security.

(2) Provide telecommunication capability (including voice and data communication capabilities) and radio communication systems.

C.2.7 Emergency Services & Operations

The Contractor shall:

(1) Support facility access to fire services personnel and notify the local Fire Department of work activities, events, and incidents that may require Fire Services involvement and/or response (e.g., medical assistance, hazardous or radiological emergency help, etc.).

(2) Develop and maintain an Emergency Management Program for structures and waste sites under its control. The Contractor's Emergency Management Program shall be consistent with DOE requirements and any centralized EP Program. The Contractor's program shall establish processes and instructions for all Contractor EP activities.

C.2.8 External Affairs

(a) The Contractor shall establish and maintain an External Affairs/Public Affairs program that provides timely responses to DOE requests for information and assistance, outreach to keep external constituencies informed about work under the Contract.

(b) External Affairs includes information and involvement programs to reach diverse external parties interested in the site (e.g., Tribal Nations, stakeholders, news media, elected officials and their staffs, local community officials, and the public) with the status, challenges, and objectives of the cleanup work.

(c) For external constituencies, the Contractor shall anticipate specific areas of concern, interest, or controversy and employ communication strategies that inform and ensure close coordination with DOE Communications personnel throughout. DOE retains the primary role in directing the timing, substance and form of public information and must approve products and outreach.

(d) The Contractor shall:

(1) Submit an External Affairs/Internal Communications Program Description for DOE approval that provides a comprehensive description of the External Affairs Program, staffing, products, and services with an emphasis on innovative approaches to communications;

(2) Submit responses to information requested by DOE in compliance with FOIA and Privacy Act requirements;

(3) Develop, plan, and coordinate proactive approaches to dissemination of timely information regarding DOE unclassified activities, with an emphasis on innovative approaches to communications.

(4) Work with DOE to inform and involve any Tribal Nations as part of cleanup decision-making processes in accordance with the DOE American Indian and Alaska Native Tribal Government Policy and Implementation Guidance;

(5) Participate in and attend citizen advisory board activities in support of DOE and specific to scope of overall Contract work;

(6) Provide strategy and resources for required public comment and outreach processes related to upcoming decision making (e.g., NEPA and CERCLA);

(7) Provide ongoing support to DOE in the preparation of communication materials such as presentations, fact sheets, specialized graphics and charts, large posters, up-to-date photography, video and audio clips, and stories;

(8) Coordinate internal employee communication products through DOE for review and approval if they are related to issues/incidents that have the potential to garner external media and stakeholder interest; and

(9) Receive DOE approval prior to externally releasing information related to the site.

(e) These interfaces shall be in coordination with DOE, media, members of the U.S. Congress and their staffs, Tribal and community leaders, and a wide variety of stakeholders and local governments. The Contractor shall implement this responsibility through coordination with DOE in such a manner that the public, whether it is the media, citizens' groups, private citizens or local, state or federal government officials, has a clear understanding of DOE activities at the Site.

C.2.9 External Review and Support

(a) The Contractor shall provide support to DOE in hosting the Defense Nuclear Facilities Safety Board, GAO, Office of Inspector General, and other Government and DOE oversight staff from auditing and assessing organizations, providing required presentations, preparing DOE responses, responding to information requests, and by providing required Subject Matter Experts to respond to questions and information requests.

(b) The Contractor shall also support the following:

(1) Providing access to work areas, personnel, and information, as necessary; and

(2) In coordination with DOE audit liaisons, providing support during audits and assessments, including delivering information within a specified time, arranging briefings, preparing presentation materials, maintaining a record of documents provided in response to requests.

C.2.10 Business Performance Requirements

The scope of this section includes activities such as Business Administration, Internal Audit, ECP, and other general performance requirements. The Contractor shall develop, implement, and maintain the required plans and actions in accordance with the laws, regulations, and DOE directives applicable to each of the scope areas described in this section and have optimized these services through an integrated planning approach.

C.2.10.1 Business Administration

(a) The Contractor shall establish and maintain cost-effective internal business administration that enables good business decisions, sufficient resources to manage the Contract activities, and a cooperative and (as appropriate) collaborative working relationship with other site contractors, stakeholders, and DOE.

(b) The Contractor shall provide the management expertise, leadership, and business administration processes (e.g., administration of market-based employee benefits, independent oversight, legal) and systems (e.g., Finance/Accounting, Contracts/Procurement, and Human Resources) to perform Contract requirements safely, securely, efficiently, and in a cost-effective manner.

C.2.10.2 Internal Audit

(a) The Contractor shall establish and maintain an internal audit function that is fully compliant with applicable requirements.

(b) The Contractor shall:

(1) Provide internal audit activities in accordance with the Section I Clause DEAR 970.5232-3 Alternate 19 II, *Accounts, Records, and Inspection*.

(2) Conduct internal audits and examination of the records, operations, management systems and controls employed in programs and administrative areas, expenses, subcontractor costs and the transactions with respect to costs claimed to be allowable under this Contract, at least annually. Ensure the systems of controls employed by the Contractor are audited, documented, and satisfactory to the CO. Up to eight additional audits shall be conducted based on risk analysis, including input from DOE. The results of such audits, including the working papers, shall be submitted or made available to the DOE CO or a Contracting Officer's Representative. The Contractor shall include this requirement in cost-reimbursement subcontracts (time and materials, labor hour, cost plus for non-fixed price contracts) with an estimated cost exceeding $5 million and expected to run for more than two years, and other cost-reimbursement subcontracts as determined by DOE.

(3) Provide annual Subcontract Audit plans for CO approval which lists planned audits to be performed. The Contractor shall perform internal audits consistent with unmodified Institute of Internal Audit (IIA) and external audits consistent with unmodified Generally Accepted Government Auditing Standards (GAGAS)

(4) Provide annual Internal Audit plans for CO approval which lists planned audits to be performed. The Contractor shall perform internal audits consistent with IIA audit standards.

(5) Provide to the CO annually, or at other intervals as directed by the CO, 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 48 CFR 970.5232-3, *Accounts, Records, and Inspection*.

C.2.10.3 Employee Concerns Program (ECP)

(a) The Contractor shall establish and maintain an ECP that effectively addresses, resolves, and prevents recurrence of employees' concerns.

(b) In addition, the Contractor shall establish and maintain an ECP that complies with CRD O 442.1B entitled, *Department of Energy Employee Concerns Program*.

(c) The Contractor shall:

(1) Accept, for resolution, existing employee concerns unresolved at the close of the Task Order transition/implementation period;

(2) Participate in the chartered Sitewide ECP committee;

(3) Assist DOE in the resolution of employee concerns in a manner that protects the health and safety of both employees and the public and ensures effective operation of DOE-related activities under their jurisdiction;

(4) Conduct an annual self-assessment to measure the effectiveness of the ECP and implement corrective actions, as necessary; and

(5) Provide timely notification to DOE of significant staff concerns or allegations of retaliation or harassment.

C.2.10.4 Strategic Partnership Projects

(a) The Contractor shall establish and maintain a Strategic Partnership Projects (SPP) Program that leverages the resources and capabilities of the Contractor to the benefit of the Government.

(b) In addition, the Contractor shall:

(1) Perform work for non-DOE entities, including other U.S. Government agencies, on a fully reimbursable basis.

(2) Develop and submit to DOE for approval, an SPP Program prior to performance of SPP activities.

(3) Submit SPP proposals for DOE approval prior to making commitments.

C.2.10.5 Outgoing Transition

(a) The Contractor shall ensure a smooth outgoing transition of work scope to the site to avoid disruptions that could impact accomplishing the site mission.

(b) At the completion of the Contract and/or Task Order(s), the Contractor shall cooperate with DOE and assist other site contractor(s) to facilitate an overall effective and seamless outgoing transition.

C.2.10.6 Pensions & Retirement Health Benefits/

(a) Pensions and retirement plans shall be managed in accordance with Section H clause entitled, Employee Compensation: Pay and Benefits. The Contractor shall become a sponsor/participating employer in any applicable pension or retirement plan. The requirements associated with this responsibility shall be set forth in Section H of each Task Order.

(b) The Contractor shall perform the premium remittance (employer cost share) and employer reporting duties for the inactive population of eligible former employees (e.g. Retirees, Displaced Workers, Consolidated Omnibus Budget Reconciliation Act (COBRA), and Long-Term Disability). Consistent with Section B, fee applies to administration costs only.

C.3 Deactivation, Decommissioning, and Removal (DD&R) of Facilities

Perform facility and soil characterization, DD&R, and environmental remediation services; complete all activities in accordance with all actions and requirements contained in regulatory and supporting documentation applicable to each Task Order; and complete and document all final remedial actions and other disposition actions, as required, to close and support outgoing transition.

C.3.1 Facility & Soil Characterization Program

The desired outcome is that adequate characterization data exists for facilities, equipment and soils to demonstrate compliance with the associated regulatory requirement(s) for waste disposition or release.

(a) As part of the due diligence described in Transition /Task Order Implementation Activities, Section C.1.2(i), the Contractor shall complete a review of the existing characterization data and other relevant documents to determine if the methods and characterization data related to radioactive and chemical materials remaining within the facility and/or soils support safe and compliant DD&R and excavation activities, including waste disposition. Based on the due diligence, the Contractor shall document whether the characterization data provided is sufficient in the Material Differences and Pre-existing Conditions. If not sufficient, the Contractor shall prepare and submit a GAP Analysis report with associated recommendations.

(b) The Contractor shall develop Data Quality Objectives (DQO) and develop a Characterization Plan for DOE approval. The Contractor shall consider the type of contamination (i.e., Technetium-99, fissile, uranium, and other contaminants), the use of existing data sets (Owner operational history and data, NDA data, historical sampling), and appropriate points of reference (similar data sets associated with systems at other DOE sites). The Contractor shall optimize and limit the characterization requirements with respect to cost of characterization to that necessary to support safe and compliant DD&R and soil excavation activities, including waste disposition.

(c) The Contractor shall perform facility characterization, including characterization of process equipment.

(d) The Contractor shall perform soil characterization.

C.3.2 DD&R of Facilities

The desired outcome is the DD&R of facilities, systems, equipment and the demolition of above grade and below-grade structures associated with the facility and ancillary support systems as identified in each Task Order.

(a) The Contractor shall perform DD&R of facilities including but not limited to those classified as Nuclear Hazard Category 3, 2, and 1, including associated safety systems; or reactor facilities, whether fueled or defueled; and complex facilities containing hazardous, chemicals and materials including, but not limited to, asbestos, lead, PCBs, elemental mercury, and beryllium, and non-hazardous materials and waste. Sites and facilities may be contaminated with radioactive, hazardous, and/or chemical substances, fissile and/or fissionable materials and the levels of contamination may vary. Radiological constituents may include, but are not limited to: mixed fission products, activation products (e.g., cobalt-60), plutonium, americium, uranium, depleted uranium, radioactive sources, residual radioactive material (e.g., mill tailings), tritium.

(b) The Contractor shall perform ancillary services such as design, construction, operation, surveillance and maintenance activities, and/or training (DOE, contractor and visitor personnel) which may be required to accomplish the performance of any of the services listed below. The services are presented in the following manner for clarity purposes due to the differences in the regulatory framework applicable to the differing types of services. The services may be required to be performed in any combination or separately in each individual Task Order. Specifically, tasks may include but not be limited to the following:

(1) Remove nuclear material, including deposits/hold-up, and hazardous materials;

(2) Achieve a criticality incredible (CI) condition (eliminate the criticality safety concerns) and ensure the resulting demolition waste is compliant with waste acceptance criteria (WAC) for waste disposal facilities;

(3) Ensure facility systems and equipment are shut down and de-energized and the facility is completely isolated (i.e. “air gapped”) from site utilities;

(4) Prepare the facility for structural demolition;

(5) Perform facility surveillance and maintenance (S&M) activities;

(6) Perform structural demolition of all above ground and below ground structures associated with the facility and ancillary support systems such as material and equipment supply lines;

(7) Perform ancillary DD&R of non-contaminated facilities; and

(8) Perform appropriate stabilization activities to ensure the area is left in a that meets regulatory and/or project specific post-demolition requirements.

C.3.3 Environmental Remediation Services

The desired outcome is to conduct Environmental Remediation Services. The following sections define the activities that may be applicable in implementing each Task Order and the services may be required to be performed in any combination or separately in each individual Task Order. Specifically, tasks may include but not be limited to the following:

(a) Initial site inspection and assessments;

(b) In-situ and/or real-time soil characterization;

(c) Remediation of a specific site or area including remediation of soils and associated site restoration;

(d) Regulatory report writing; and

(e) Data reduction, interpretation, and presentation, statistical analysis, and geographic information systems.

C.4 Waste Support Services

The desired outcome is a Waste Support Services program which includes activities required to manage and dispose of wastes associated with or generated by cleanup of the contaminated sites and facilities.

Specifically, tasks may include but not be limited to the following:

(a) Develop, implement and maintain a Waste Management Program;

(b) Manage, characterize, store, process, treat, and package waste;

(c) Transport and dispose of waste including final characterization, certification, and permitting;

(d) Perform characterization, certification, permitting, storage, treatment, and necessary logistical support to store, transport (on-site) and/or ship (off-site), and/or dispose of radiological, chemical and other hazardous waste, mixed waste (radioactive and hazardous), or other waste types;

(e) Implement any information regarding specific waste types, preferred treatment and disposal paths which may be available, contracts which may be available for treatment and disposal services, and existing permits and other requirements, e.g. Receiver Site Waste Acceptance Criteria;

(f) Identify and implement a treatment process to effectively stabilize the waste and allow for its safe storage and eventual disposal. The services are presented in the following manner for clarity purposes due to the differences in the regulatory framework applicable to the differing types of services;

(g) Ensure compliance with waste acceptance criteria for designated waste management facilities and complete disposition activities in accordance with all actions and requirements contained in regulatory and supporting documentation applicable to each facility and/or waste site; and

(h) Complete and document all final remedial actions and other disposition actions, as required, to close and support outgoing transition.

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D.1 DOE-D-2001 Packaging and Marking (Oct 2014)

(a) Preservation, packaging, and marking for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.

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

(1) Identifies the contract by number pursuant to which the item is being delivered;
(2) Identifies the deliverable item number or report requirement which requires the delivered item(s); and
(3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer (CO), a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this Contract as identified in Section G of the Contract, or if none, to the Contracting Officer.

D.2 Security Requirements

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials (if any) as prescribed by applicable U.S. Department of Energy (DOE) safeguards and security directives.

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SECTION E

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Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in Section I clause FAR 52.252-2, Clauses Incorporated by Reference, of this Contract.

Clause Number	FAR Reference	Title	Fill-In Information; See FAR 52.104(d)
E.1.1	FAR 52.246-2	Inspection of Supplies – Fixed-Price (Aug 1996) (Applies to FFP Task Orders only)	
E.1.2	FAR 52.246-3	Inspection of Supplies – Cost-Reimbursement (May 2001) (Applies to CR Task Orders only)	
E.1.3	FAR 52.246-4	Inspection of Services – Fixed-Price (Aug 1996) (Applies to FFP Task Orders only)	
E.1.4	FAR 52.246-5	Inspection of Services – Cost-Reimbursement (Apr 1984) (Applies to CR Task Orders only)	
E.1.5	FAR 52.246-11	Higher-Level Contract Quality Requirement (Dec 2014)	See Fill-In 1 or Fill-In 2 below table for paragraph (a) as applicable to each Task Order.
E.1.6	FAR 52.246-12	Inspection of Construction (Aug 1996) (Applies to FFP construction work only)	
E.1.7	FAR 52.246-13	Inspection – Dismantling, Demolition, or Removal of Improvements (Aug 1996)	
E.1.8	FAR 52.246-16	Responsibility for Supplies (Apr 1984)	
CR = Cost Reimbursement FAR = Federal Acquisition Regulation FFP = Firm-Fixed-Price			

Fill-In 1: (QA Contract Clause Fill-In with QARD)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Quality Assurance Program (QAP) compliant with DOE O 414.1D, Change 1, *Quality Assurance*, for all facilities and activities. Additionally, nonreactor nuclear facilities (as defined in 10 CFR 830, *Nuclear Safety Management,* Section 830.3, *Definitions*) must be compliant with 10 CFR 830, *Nuclear Safety Management*, Subpart A, *Quality Assurance Requirements.* The Contractor shall utilize the Contractor Assurance System (CAS) per DOE O 226.1B, *Implementation of Department of Energy Oversight Policy*, to monitor and evaluate all work performed under this Contract, including the work of subcontractors, to ensure work performance meets the applicable requirements for environment, safety, and health, including quality assurance and integrated safety management; safeguards and security; cyber security; and emergency management.

The QAP must describe how the quality assurance criteria from DOE O 414.1D, 10 CFR 830, Subpart A, and the Quality Assurance Requirements and Description (QARD) (as applicable) are satisfied. The Contractor shall use voluntary consensus standards in the development and implementation of the QAP, where practicable and consistent with contractual and regulatory requirements. Where appropriate, the Contractor must use a graded approach to implement the QAP that is commensurate with hazards, lifecycle of facilities and other risks. The basis of the graded

approach utilized shall be documented, and submitted to U.S. Department of Energy (DOE) for approval.

(1) For Hazard Category 1, 2, and 3 nuclear facilities:

(i) Existing facilities, or new facilities and major modifications to existing facilities achieving Critical Decision 1 (CD-1) prior to May 8, 2013 may continue to use the consensus standard cited in the DOE-approved QAP.

(ii) New facilities and major modifications to existing facilities achieving CD-1 use American Society of Mechanical Engineers (ASME) NQA-1-2008, *Quality Assurance Requirements for Nuclear Facility Applications*, with the NQA-1a-2009 , *Quality Assurance Requirements for Nuclear Facility Applications Addenda 1a* (or a later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II. Note: where NQA-1, Part II language uses the terms "nuclear power plant" or "nuclear reactor", these terms are considered equivalent to the term "nuclear facility."

(iii) Consensus standard(s) that provide an adequate level of quality assurance and meet the intent of paragraph (ii) above may be used. The QAP must document how the selected consensus standard is (or a set of consensus standards are) used, as well as how the selected consensus standard(s) is appropriate.

(2) For other activities and facilities (e.g., less than Hazard Category 3, non-nuclear, or chemically hazardous), the Contractor shall use, in whole or in part, appropriate standards. Examples of appropriate standards include:

(i) ASME NQA-1a-2009 addenda (or later edition), Quality Assurance Requirements for Nuclear Facility Applications, Part I and applicable requirements of Part II;

(ii) ASME NQA-1-2000, Quality Assurance Requirements for Nuclear Facility Applications, Part I and applicable requirements of Part II;

(iii) American National Standards Institute (ANSI)/ International Organization for Standardization (ISO)/American Society for Quality (ASQ) Q9001-2008 (or later edition), Quality Management System - Requirements; and

(iv) ANSI/ASQ Z 1.13-1999 (or later edition), Quality Guidelines for Research.

Fill-In 2 (QA Contract Clause Fill-In without QARD):

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Quality Assurance Program (QAP) compliant with DOE O 414.1D, Change 1, Quality Assurance, for all facilities and activities. Additionally, nonreactor nuclear facilities (as defined in 10 CFR 830, Nuclear Safety Management, Section 830.3, Definitions) must be compliant with 10 CFR 830, Nuclear Safety Management, Subpart A, Quality Assurance Requirements. The Contractor shall utilize the Contractor Assurance System (CAS) per DOE O 226.1B, Implementation of Department of Energy Oversight Policy, to monitor and evaluate all work performed under this Contract, including work of subcontractors, to ensure work performance meets the applicable requirements for environment, safety, and health, including quality assurance and integrated safety management; safeguards and security; cyber security; and emergency management.

The QAP must describe how the quality assurance criteria from DOE O 414.1D, 10 CFR 830, Subpart A are satisfied. The Contractor shall use voluntary consensus standards in the development

and implementation of the QAP, where practicable and consistent with contractual and regulatory requirements. Where appropriate, the Contractor must use a graded approach to implement the QAP that is commensurate with hazards, lifecycle of facilities and other risks. The basis of the graded approach utilized shall be documented, and submitted to U.S. Department of Energy (DOE) for approval.

E.2 DOE-E-2001 Inspection and Acceptance (Oct 2014)

Inspection and acceptance of all items under this Contract shall be accomplished by the Contracting Officer in accordance with the clauses listed in this Section. If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

PART I – THE SCHEDULE

SECTION F

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Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in Section I clause FAR 52.252-2, Clauses Incorporated by Reference, of this Contract.

Clause Number	FAR Reference	Title	Fill-In Information; See FAR 52.104(d)
F.1.1	52.211-10	Commencement, Prosecution, and Completion of Work (Applies to FFP construction work only) (Apr 1984)	(a) To Be Determined on a Task Order basis (c) To Be Determined on a Task Order basis
F.1.2	52.242-14	Suspension of Work (Apr 1984) (Applies to FFP construction work only)	
F.1.3	52.242-15	Stop-Work Order (Aug 1989) (Applies to FFP Task Orders only)	
F.1.4	52.242-15	Stop-Work Order (Aug 1989) - Alternate I (Apr 1984) (Applies to CR Task Orders only)	
F.1.5	52.242-17	Government Delay of Work (Apr 1984) (Applies to FFP Task Orders only)	
CR = Cost Reimbursement FFP = Firm-Fixed-Price		FAR = Federal Acquisition Regulation	

F.2 DOE-F-2002 Place of Performance – Services (Oct 2014)

The services shall be performed at various locations throughout the United States in support of the U.S. Department of Energy (DOE) including, but not limited to, sites operated by the Office of Environmental Management (EM), National Nuclear Security Administration (NNSA), Office of Naval Reactors (NR) and the Office of Science (SC). The place of performance shall be specified in each individual Task Order, and DOE reserves the right to specify additional places of performance for other DOE Offices or Federal Agencies.

F.3 Period of Performance

(a) The Contract ordering period shall be 10 years from the effective date of this Contract. Issuance of Task Orders will not occur beyond the end of the Contract ordering period.

(b) Each Task Order issued by the Contracting Officer will identify a period of performance specific to that Task Order.

(c) Performance of all Task Orders issued before the end of the Contract ordering period shall not exceed 5 years beyond the end of the contract ordering period.

(d) The period of performance for any individual Firm-Fixed-Price or Cost-Reimbursement Task Order shall not exceed 10 years, including any option periods.

(e) The Transition/Task Order Implementation period shall be specified in each individual Task Order.

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G.1 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014) (Revised)

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled, Contracting Officer's Representative, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

(a) Assign additional work within the general scope of the contract.
(b) Issue a change in accordance with the clause entitled, Changes.
(c) Change the cost or price of the contract.
(d) Change any of the terms, conditions, specifications, or services required by the contract.
(e) Accept non-conforming work.
(f) Waive any requirement of the contract.
(g) Issue Task Orders.

G.2 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this contract, and provide a copy of such designation to the contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

G.3 DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014)

(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

G.4 DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter, and shall be subject to the following procedures:

(a) Technical correspondence. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to the DOE Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.

(b) Other Correspondence.

(1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the CO.

(2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent of rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the CO. Copies of all such correspondence shall be provided to the COR.

(3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the CO and the COR.

(c) Information regarding correspondence addresses and contact information is as follows:

(1) Contract Specialist
(A) Name: *TBD*
(B) Telephone number: *TBD*
(C) Address: *TBD*
(D) Email address: *TBD*

(2) Contracting Officer
(A) Name: Michael McCreanor
(B) Telephone number: (513) 246-0038
(C) Address: 550 Main St., Room 7-010
Cincinnati, OH 45202
(D) Email address: michael.mccreanor@emcbc.doe.gov

(3) Contracting Officer's Representative
(A) Name: *TBD*
(B) Telephone number: *TBD*
(C) Address: *TBD*
(D) Email address: *TBD*

(4) Intellectual Property Counsel
(A) Name: *TBD*
(B) Telephone number: *TBD*
(C) Address: *TBD*
(D) Email address: *TBD*

(5) Government Contract Administration Office
(A) Name: *TBD*
(B) Telephone number: *TBD*
(C) Mailing address: *TBD*
(D) Email address: *TBD*

G.5 DOE-G-2005 BILLING INSTRUCTIONS (Mar 2019) (Revised) (For Firm-Fixed-Price Task Orders)

(a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each Task Order issued under the Master Indefinite Delivery/Indefinite Quantity (IDIQ) contract. All invoices shall be supported by a billing schedule summarized by funding source.

(b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at https://vipers.doe.gov.

(c) A paper copy of a voucher that has been submitted electronically will not be accepted.

G.6 DOE-G-2005 BILLING INSTRUCTIONS – ALTERNATE I (Mar 2019) (Revised) (For Cost-Reimbursement Task Orders)

(a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each Task Order issued under the master IDIQ contract. Vouchers for payment shall be submitted timely in accordance with FAR 52.216-7(a)(1), except for earned fee payments which shall be invoiced when earned and provisional fee which shall be invoiced quarterly. All invoices shall be supported by a billing schedule summarized by funding source.

The Contractor may submit invoices for fee upon completion of the Task Order and/or receipt of the Contracting Officer's consent to submit the fee invoice. The Contractor shall notify the Contracting Officer of completion of the each task. DOE will review completion criteria/end-states in Task Orders to ensure required work is accomplished, and then authorize fee payments as appropriate. Upon receipt of an acceptable invoice for fee payment, the Contracting Officer will assess the need for further adjustments as provided for elsewhere in the contract and make payments within fourteen (14) calendar days after the Contractor submits the acceptable fee invoice.

(b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's VIPERS. VIPERS allows vendors to submit vouchers, attach supporting documentation, and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at https://vipers.doe.gov.

(c) A paper copy of a voucher that has been submitted electronically will not be accepted.

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

(1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:

(A) Statement of Cost must be completed and consistent with data in the Contractor's cost accounting system.

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

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

(D) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown, and the DPLH summary completed, if applicable.

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

(F) If a given Task Order includes task areas/subtasks, the Statement of Cost must include a breakdown of costs for all respective task areas/subtasks.

(G) Costs claimed must be summarized and broken out by cost element (e.g., Labor, Subcontracts, Other Direct Costs, etc.).

(H) Statement of Cost must show total amounts by current billing period, fiscal year to-date, and cumulative contract-to-date to facilitate reconciliation of invoiced costs.

(I) Statement of Cost must include a summary of costs by DOE Program Code, Object Class, Strategic Partnership Project (formerly known as Work for Others), Local Use number, and any other applicable/necessary funding source or accounting information.

(J) Detailed invoice transactions must be provided in Microsoft Excel® format as a supplemental file including labor hours from the timekeeping system, purchase card transactions, subcontract costs, etc. The detailed invoice transaction data in Excel® format shall include sufficient data fields and detail as deemed necessary by DOE to enable sorting, analyzing, and testing of invoiced costs.

(2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:

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

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

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

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

G.7 INVOICE/PAYMENT PROCEDURES

(a) The Government will make interim payments to the Contractor by electronic funds transfer not later than fourteen (14) calendar days after receipt of an acceptable invoice from the Contractor.

(b) The Contractor may submit cost invoices not more often than once every two weeks. Fee invoices will be submitted in accordance with Section G Clause entitled, *DOE-G-2005 Billing Instructions – Alternate I.*

(c) Any defects in invoices which are discovered after interim payment shall be corrected on subsequent invoices. If the Government discovers such defects, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the defect, and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this Contract. Unless the Contractor reconciles the defect to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.

(d) Any bases for withholding, set-off, or reduction with respect to invoices which are discovered after interim payment will be corrected on subsequent invoices. If the Government discovers such bases for withholding, set-off, or reduction, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the bases for withholding, set-off, or reduction, will specify the dollar amount of the withholding, set-off, or reduction and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this contract. Unless the Contractor reconciles the bases for withholding, set-off, or reduction to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.

(e) Nothing in this clause shall affect the rights of either the Government or the Contractor under the Section I Prompt Payment clauses of this contract. The Government is not limited to fourteen (14) calendar days to notify the Contractor of a defective invoice, and may not notify and/or initiate withholding, set-off, or reduction until final payment to the Contractor.

G.8 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (Jul 2018)

(a) The Contracting Officer will document the Contractor's performance under this Contract (including any Task Orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information," available to authorized Government personnel seeking past performance information when evaluating proposals for award.

(b) Contractor performance will be evaluated at least annually at the Contract or Task Order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business subcontracting. Past performance information is available at http://www.cpars.gov. It is recommended that the Contractor take the overview training found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within fourteen (14) calendar days of the request.

(c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.

(d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the Contract in accordance with other applicable clauses in this contract.

G.9 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)

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

PART I – THE SCHEDULE

SECTION H – SPECIAL CONTRACT REQUIREMENTS

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The following comprehensive list of clauses define the requirements that may be applicable in implementing each Task Order. Each Task Order will specify the clauses which are required.

H.1 DOE-H-2013 Consecutive Numbering (Oct 2014)

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

CONTRACTOR HUMAN RESOURCE MANAGEMENT (CHRM) CLAUSES

H.2 DOE-H-2002 No Third Party Beneficiaries (Oct 2014)

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

H.3 Definitions

For purposes of H Clauses entitled, *Workforce Transition and Employee Hiring Preferences*, DOE-H-2001, *Employee Compensation: Pay and Benefits (Oct 2014),* and *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*, the following definitions are applicable (unless otherwise specified):

(a) "Contract Award Date" means the date the Contract is signed by the Contracting Officer (CO), noted in Block 28 of the Standard Form 33, *Solicitation, Offer and Award*.

(b) "Task Order Transition Period" means the transition as defined in Section F within each individual Task Order.

(c) "Incumbent Contractor" will be defined in each Task Order.

(d) "Incumbent Employees" will be defined in each Task Order.

(e) "Non-Incumbent Employees" are employees other than Incumbent Employees.

(f) "Pension Plan Eligible Employees" are employees who, based on the terms of a pension plan of an incumbent contractor, are eligible to participate, or to return and participate in the pension plan and accrue Benefit Service. The Pension Plan Eligible Employees will be defined in each Task Order, as applicable.

(g) "Pension Plan Non-Eligible Employees" are employees who do not meet the definition of Eligible Employees as described in paragraph (f) above.

(h) "Notice to Proceed (NTP)" means the authorization issued by the Contracting Officer (CO) for the Contractor to start a Task Order Transition period.

(i) "Task Order Place of Performance" is defined in each Task Order.

H.4 Workforce Transition and Employee Hiring Preferences Including Through Period of Performance

The Contractor and its subcontractors shall maintain and develop trained and qualified personnel to perform the work scope included in Section C, consistent with applicable law, and the terms of this Contract and each individual Task Order, including the paragraphs set forth below. Means of maintaining and developing a trained and qualified workforce may include, but are not limited to, the utilization of apprentices, interns, veterans, and summer hires.

If required by each individual Task Order, the Contractor shall also comply with the hiring preferences set forth below:

(a) The Contractor shall comply with the right of first refusal for employment for service employees and all of the requirements set forth in FAR 52.222-17, *Nondisplacement of Qualified Workers*, for the applicable work and positions. If a qualified service employee declines a bona fide express offer of employment, the Contractor need not provide the preference in hiring in paragraphs (b)(1)(i) and (ii) below to such employee, but should provide the other preferences in Paragraph (b) below, as applicable.

(b) The Contractor shall provide, during the Task Order Transition Period and throughout the period of performance, preferences in hiring for vacancies for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the Performance Work Statement (PWS) under this Contract, in accordance with hiring preferences in the paragraphs below (subject to paragraph (a) above), in descending order of priority, and in accordance with applicable law, and applicable site seniority lists as provided to the Contractor by the CO), as set forth below.

(1) The Contractor shall provide Incumbent Employees the hiring preferences in paragraphs (i) and (ii) in descending order of priority:

(i) A right of first refusal for vacancies in non-managerial positions that are substantially equivalent to the positions the above employees held at the Notice to Proceed date.

(ii) A preference in hiring for vacancies in non-managerial positions for the above employees who meet the qualifications for the position and who have been identified by their employer as being at risk of being involuntarily separated because of the transfer of this work scope to the Contractor.

(2) The Contractor shall give a preference in hiring to individuals set forth as defined in each individual Task Order, 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*, consistent with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees:

(i) Employees who are former employees of an Incumbent Contractor or any other DOE contractor at Task Order Place of Performance as defined in Section F of the Task Order; and

(ii) Former employees of any other U.S. Department of Energy (DOE) contractor or subcontractor at a DOE defense nuclear facility eligible for hiring preference.

(3) The Contractor shall give a preference in hiring to individuals (a) who have separated from employment at the Task Order Place of Performance as defined in Section F of the Task Order; (b) who are not precluded from seeking employment at the Task Order Place of Performance as defined in Section F of this Contract by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements; and (c) 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 and each individual Task Order.

H.5 DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2017) (Revised)

(a) Contractor Employee Compensation Plan

The Contractor shall submit, for CO approval, by close of Task Order Transition Period, a Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the compensation requirements of this Contract and the individual Task Order. 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.

A description of the Contractor Employee Compensation Program should include the following components:

- Philosophy and strategy for all pay delivery programs;
- System for establishing a job worth hierarchy;
- Method for relating internal job worth hierarchy to external market;
- System that links individual and/or group performance to compensation decisions;
- Method for planning and monitoring the expenditure of funds;
- Method for ensuring compliance with applicable laws and regulations;
- System for communicating the programs to employees;
- System for internal controls and self-assessment; and
- System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be on a pro-rated basis.

(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 consistent with Federal Acquisition Regulation (FAR) 31.205-6 and Department of Energy Acquisition Regulation (DEAR) 970.3102-05-6, *Compensation for Personal Services*. 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 be fully documented, consistently applied, and acceptable to the CO.

Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan, as approved by the CO.

(c) Requirements for Subcontractors with Incumbent Contractor Eligible Employees. DOE and the Contractor shall agree to the Subcontractors that will be subject to the requirements to provide pension and other benefits for Pension Plan Eligible Employees, as defined in paragraph (f) of H Clause entitled, *Definitions.*

(1) The Contractor shall submit to DOE no later than thirty days prior to the close of the Task Order Transition Period, as defined in the Section F clause entitled, Period of Performance, and with each task order proposal submittal a list of Subcontractors that will flow down the requirement for continuation of benefits to Eligible Employees.

(2) The Contractor may thereafter propose changes to those subcontractors subject to paragraph (1) above. Such proposed changes shall not be effective or implemented without prior written approval by the CO. Approval of a proposed change is at the unilateral discretion of the CO.

(3) The Contractor shall flow down, to all subcontractors that are subject to the pension plan in paragraph (1) and (2) of this section, the requirements of paragraphs (g) and (h) this clause; and paragraphs (a) and (b) of H Clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.

(4) Subject to other subcontract review and approval requirements in this Contract, this Clause does not limit the Contractor's ability to utilize subcontractors as necessary to perform Contract requirements.

(d) Reports and Information

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

(1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts and planned distribution of funds for the following year.

(2) A list of the top five most highly-compensated executives, as defined in FAR 31.205-6(p)(4)(ii) and their total cash compensation at the time of Task Order NTP and at the time of any subsequent change to their total cash compensation.

(3) An Annual Report of Compensation and Benefits. Report to be submitted no later than March 1 of each year in iBenefits or its successor.

(e) Employee Compensation Programs

The Contractor shall establish compensation programs for Incumbent Employees and Non-Incumbent Employees, as set forth in paragraphs (1) and (2) below and consistent with any applicable law, provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

(1) Incumbent Employees are as defined in (d) of H Clause entitled, *Definitions*.

(i) Pay. The Contractor shall provide equivalent base pay, as compared to the base pay provided and reimbursed by the government, to Incumbent Employees for at least the first year of the term of the Task Order.

(2) Non-Incumbent Employees are as defined in (e) of H Clause entitled, *Definitions*.

All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees.

(3) Cash Compensation.

(i) The Contractor shall submit the following to the CO for a determination of cost allowability for reimbursement under the Contract:

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

(B) Variable pay programs/incentives. If not already authorized in the contract, a justification shall be provided with proposed costs and impacts to budget, if any.

(C) In the absence of Departmental policy to the contrary (e.g., Secretarial pay freeze) a Contractor that meets the criteria, as set forth below, is not required to submit a Compensation Increase Plan (CIP) request to the CO for an advance determination of cost allowability for a Merit Increase fund or Promotion/Adjustment fund.

- The Merit Increase fund does not exceed the mean percent increase included in the annual Departmental guidance providing the WorldatWork Salary Budget Survey's salary increase projected for the CIP year. The Promotion/Adjustment fund does not exceed 1.0 percent in total.
- The budget used for both Merit Increase funds and Promotion/Adjustment funds shall be based on the payroll for the end of the previous CIP year.
- Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.
- Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the CO of planned increases and position to market data by mutually agreed-upon employment categories. No presumption of allowability will exist for employee job classes that exceed market position.

(D) If a Contractor does not meet the criteria included in (C) above, a CIP must be submitted to the CO for an advance determination of cost allowability. The CIP should include the following components and data:

- Comparison of average pay to market average pay;
- Information regarding surveys used for comparison;
- Aging factors used for escalating survey data and supporting information;
- Projection of escalation in the market and supporting information;
- Information to support proposed structure adjustments, if any;
- Analysis to support special adjustments;
- Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement. (a) The proposed plan

totals shall be expressed as a percentage of the payroll for the end of the previous CIP year. (b) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end. (c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the contractor and the CO. (d) The CO may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up);

- A discussion of the impact of budget and business constraints on the CIP amount;
- Comparison of pay to relevant factors other than market average pay.

(E) After receiving DOE CIP approval or if criteria in (e)(3)(i)(C) are met, contractors may make minor shifts of up to 10 percent of approved CIP funds by employment category (e.g., Scientist/Engineer, Admin, Exempt, Non-Exempt) without obtaining DOE approval.

(F) Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel, if required, not included in the CIP. For those required key personnel included in the CIP, DOE will approve salaries upon the Task Order award and when required key personnel are replaced during the life of the Task Order. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously indicated).

(ii) The CO's approval of individual compensation actions will be required only for the top contractor official (e.g., laboratory director/plant manager or equivalent) and required key personnel as indicated in (e)(3)(i)(F) above. The base salary reimbursement level for the top contractor official establishes the maximum allowable base salary reimbursement under the Contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the CO.

(iii) Except as set forth in a workforce restructuring plan approved by DOE, Severance Pay is not payable to an employee under this Contract if the employee:

(A) Voluntarily separates, resigns or retires from employment;

(B) Is offered employment with a successor/replacement contractor;

(C) Is offered employment with a parent or affiliated company; or

(D) Is discharged for cause.

(iv) 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 or Task Order.

(f) Employees Benefits

(1) Pension Plan Eligible Employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable), pursuant to pension plan eligibility requirements and applicable law.

(2) Non-Pension Plan Eligible 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 Contract requirements.

(g) 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 that increase costs or are contrary to Departmental policy or written instruction or until the CO makes a determination of cost allowability for reimbursement for new or changed benefit plans. Changes shall be in accordance with and pursuant to the terms and conditions of the contract. Advance notification, rather than approval, is required for changes that do not increase costs and are not contrary to Departmental policy or written instruction. To the extent that the Contractor has not submitted a new benefit plan or changes to existing benefit plans for approval on the basis that it does not increase costs and such new plan or change to existing plan does in fact increase costs, any increase in costs may be considered unreasonable and will likely be determined unallowable.

(2) Cost reimbursement for employee pension and other benefit programs sponsored by the Contractor will be based on the CO'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 CO, the Contractor shall submit the studies required in paragraphs (i) and (ii) below. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value (BenVal) Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey comparison method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the CO for approval prior to the adoption of any change that increases the costs to a pension or other benefit plan.

(i) A BenVal, every two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Employees measured against the RV of benefit programs offered by the CO approved comparator companies. 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 those benefits using external benchmarks derived from nationally recognized and CO-approved survey sources.

(ii) An Employee Benefits Cost Study Comparison annually for each benefit tier that analyzes the Contractor's employee benefits cost for employees as a percent of payroll and compares it with the cost as a percent of payroll, including geographic factor adjustments, reported by the U.S. Department of Labor's Bureau of Labor Statistics or other Contracting Officer approved broad based national survey.

(A) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the CO for approval, unless waived in writing by the CO.

(B) When the benefit costs as a percent of payroll exceeds the comparator group by more than five percent, and if required by CO, the Contractor shall submit an analysis of the specific plan costs that result in or contribute to the percent of payroll exceeding the costs of the comparator group and submit a corrective action plan if directed by the CO.

(C) Within two years, or longer period as agreed to between the Contractor and the CO, of the CO acceptance of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and the cost as a percent of payroll in accordance with its corrective action plan.

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

(E) Cost reimbursement for post-retirement benefits other than pensions (PRB) 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 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or state law, advance funding of PRBs is not allowable.

(F) Each contractor sponsoring a defined benefit pension plan and/or postretirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the contractor submission (see (i)(6) below for Pension Management Plan requirements).

(G) Each contractor will respond to quarterly data calls issued through iBenefits, or its successor system.

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

(1) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Notice to Proceed specific to each Task Order.

(2) Except for Commingled Plans in existence as of the effective date of the Contract, 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 that provides credit for service not performed under a DOE cost-reimbursement contract. When deemed appropriate by the CO, Commingled Plans shall be converted to Separate Plans after the date of Notice to Proceed or the extension of a contract.

(i) Basic Requirements

The Contractor shall adhere to the requirements set forth below in the establishment and administration of pension plan and other benefit plans that are reimbursed by DOE pursuant to cost reimbursement contracts for management and operation of DOE facilities and pursuant to other cost reimbursement facilities contracts. Pension Plans include Defined Benefit and Defined Contribution plans.

(1) The Contractor shall become a sponsor of an existing pension and other benefit plans as defined in each individual Task Order, (or if continuation of the existing plans is not practicable, comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.

(2) Welfare Benefits Plan (WBP) Each Contractor's defined benefit and defined contribution pension plans shall be subjected to a limited-scope audit annually that satisfies the requirements

of ERISA section 103, except that every third year the Contractor must conduct a full-scope audit of defined benefit plan(s) satisfying ERISA section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the CO. In years in which a limited scope audit is conducted, the Contractor must provide the CO with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104.

While there is no requirement to submit a full scope audit for defined contribution plans, contractors are responsible for maintaining adequate controls for ensuring that defined contribution plan assets are correctly recorded and allocated to plan participants.

(3) For existing Commingled Plans, the Contractor shall maintain and provide annual Separate Accounting of DOE liabilities and assets for a Separate Plan.

(4) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.

(5) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.

(6) The Pension Management Plan (PMP) shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of this Contract. The PMP shall be submitted in the iBenefits system, or its successor system no later than January 31 of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. Within sixty (60) days after the date of the submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues.

(7) Benefits for Pension Plan Eligible Employees

(i) The Contractor shall ensure that Pension Plan Eligible Employees are allowed to participate in a pension plan consistent with its terms.

(ii) The Contractor shall ensure that Saving Plan Eligible Employees are allowed to participate in an existing Savings Plans consistent with its terms.

(iii) The Contractor shall ensure that WBP Eligible Employees are allowed to participate in an existing WBP and receive medical and other benefits under the WBP consistent with its terms.

(8) Pension and Other Benefits for Non-Eligible Employees

(i) The Contractor shall offer a market-based package of retirement and medical benefits competitive for the industry to individuals who are Non- Eligible Employees. If the Contractor meets all applicable legal and tax requirements, the Contractor may establish a qualified separate line of business pursuant to Internal Revenue Code (IRC) 410 and 414 for the purpose of maintaining the Federal tax qualification of pension covering the Contractor's employees.

(ii) Any benefit programs established and/or maintained by the Contractor, for which DOE reimburses costs, shall meet the tests of allowability and reasonableness established by FAR 31-205-6 and DEAR 970.3102-05-6.

(j) Reimbursement of Contractors for Contributions to Defined Benefit Pension Plans

(1) Contractors that sponsor single employer or multiple employer defined benefit pension plans will be reimbursed for the annual required minimum contributions under the ERISA, as amended by the Pension Protection Act (PPA) of 2006 and any other subsequent amendments. Reimbursement above the annual minimum required contribution will require prior approval of the CO. Minimum required contribution amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum, may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the Head of Contracting Activity (HCA) when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

(2) Contractors that sponsor multi-employer Defined Benefit (DB) pension plans will be reimbursed for pension contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum requirement under ERISA, as amended by the PPA. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the CO and will be considered on a case-by-case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the HCA when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

(k) Reporting Requirements for Designated Contracts

The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by the contractor responsible for each designated pension plan funded by DOE, but no later than the dates specified below:

(1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the Contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing IRS Form 5500.

(2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no later than that submitted to the IRS.

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

(l) Changes to Pension Plans

At least sixty (60) days prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, to the CO. The CO must approve plan changes that increase costs as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

(1) For proposed changes to pension plans and pension plan funding, the Contractor shall provide the following to the CO:

(i) A copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;

(ii) An analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;

(iii) Except in circumstances where the CO indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;

(iv) The Summary Plan Description; and

(v) Any such additional information as requested by the CO.

(2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the CO for approval, as applicable (see (l)(1) above). The justification must:

(i) Demonstrate the effect of the plan changes on the contract net benefit value or percent of payroll benefit costs;

(ii) Provide the dollar estimate of savings or costs; and

(iii) Provide the basis of determining the estimated savings or cost.

(m) Terminating Operations

When operations at a designated DOE facility are terminated and no further work is to occur under the prime contract, the following apply:

(1) No further benefits for service shall accrue.

(2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.

(3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments, or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.

(4) Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.

(5) DOE and the Contractor(s) shall establish an effective date for spin-off or plan termination on the same day as the Contractor notifies the IRS of the spin-off; or

(6) Plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(n) Terminating Plans

(1) DOE Contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.

(2) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the

purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The Contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.

(3) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.

(4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.

(5) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(6) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.

(7) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To affect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.

(o) Special Programs

Contractors must advise DOE and receive prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit.

(p) Definitions

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

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

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

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

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

(6) Pension Fund. The portfolio of investments and cash provided by employer and employee

contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.

(7) Separate Accounting. Account records established and maintained within a Commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.

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

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

H.6 Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits

(a) Benefit Plans. The Contractor shall provide pension and other benefit plans to Incumbent Employees and all other employees hired by the Contractor and provide service credit for leave as set forth below:

(1) Incumbent Employees shall be provided comparable pension and other benefits consistent with applicable law and any applicable collective bargaining agreement(s).

(2) Non-Incumbent 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, any applicable collective bargaining agreement(s), and applicable law, including Section 4(c) of the Service Contract Labor Standards statute. (b) Service Credit for Leave. For Incumbent Employees hired by the Contractor as set forth in the Task Order Section H Clause entitled, *Definitions*, 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 applicable law.

(c) Service Credit for Fringe Benefits Other Than Leave. Service credit for all individuals hired by the Contractor shall be applied consistent with any applicable law, and the terms of the applicable benefit plan(s). Service credit for purposes of severance pay is subject to H Clause entitled, *DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2014).*

(d) Allowable Salary for Key Personnel, if required: Within 20 days after Task Order NTP, or as identified by the CO, the Contractor will submit DOE Form 3220.5, "Application for Contractor Compensation Approval," to the CO for each key personnel position listed in the Task Order for a determination of cost allowability for reimbursement under the Contract or Task Order. To support a reasonableness determination, the contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO.

H.7 Workforce Transition and Benefits Transition: Plans and Timeframes

(A) Workforce Transition Plan. The Contractor shall submit a Workforce Transition Plan (WF Transition Plan) for CO approval, describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the hiring preferences set forth in Clause H.4, Workforce

Transition and Employee Hiring Preferences Including through Period of Performance, and Section I. DEAR 952.226-74, Displaced Employee Hiring Preference. The WF Transition Plan shall also detail the Contractor's plan for incorporating, if applicable, multiple unions with separate bargaining agreements. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:

(1) Within 10 days after Task Order NTP, the Contractor shall:

(a) Provide the CO with a list of Contractor personnel who will be responsible for transitioning the employees of the Incumbent Contractor and for development of the transition agreements, including specifically the personnel responsible for ensuring that the Contractor complies with the National Labor Relations Act and Clause H.9, *Labor Relations*, and contact information for the above personnel;

(b) Submit to the CO a description of any and all transition agreements that it intends to enter into with an Incumbent Contractor to ensure compliance with Clause H.4, Workforce Transition and Employee Hiring Preferences during the Task Order Transition Period;

(c) Establish and submit to the CO a draft communication plan detailing the communication the Contractor and its subcontractors will engage in with their prospective employees, and any labor organizations representing those employees, regarding implementation of the requirements set forth in Clauses H.4 entitled, Workforce Transition and Employee Hiring Preferences, and H.5, Employee Compensation: Pay and Benefits.

(d) Submit to the Contracting Officer a description of the process for regularly obtaining updated information from the Incumbent Contractor regarding the Incumbent Employees throughout the Task Order Transition Period.

(2) Within 15 days after Task Order NTP, the Contractor shall:

(a) Submit to the CO copies of the draft WF Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Clause H.4, Workforce Transition and Employee Hiring Preferences, and with the requirements of Clause H.9, Labor Relations, as applicable.

(b) Establish and provide a copy to the CO of its final written communication plan regarding:

(i) Implementation of the hiring preferences in Clause H.4, Workforce Transition and Employee Hiring Preference*s*; and

(ii)The communication process among DOE, site tenants, and, if applicable, labor organizations representing Incumbent Employees.

(3) Within 30 days after Task order NTP, the Contractor shall provide to the CO a copy of the final WF Transition described in paragraph (A) above.

(4) Within 60 days after Task Order NTP, the Contractor shall provide to the CO copies of the final transition agreements described in paragraph (A)(1)(b) above.

(5) The Contractor shall submit reports to the CO regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by Clause H.4, Workforce Transition and Employee Hiring Preferences, including paragraph (A) regarding the right of first refusal in accordance with the timeframes set forth below. These reports shall include the

following information: employee, hire date or anticipated hire dates, and, where applicable, the Incumbent Contractor or subcontractor that employed the employee and the Contractor or subcontractor that hired the employee.

(a) During the Task Order Transition Period, such reports shall be provided to the CO on a weekly basis; or

(b) On a less frequent basis, if requested by the CO.

(6) The Contractor shall implement the transition activities as set forth in the approved transition plan and such other transition activities as may be authorized or directed by the CO.

(B) Benefits Transition Plan.

(1) The Contractor shall submit a draft Benefits Transition Plan for the approval of the CO, as set forth herein.

(a) A detailed description of the Contractor's plans and procedures showing how the Contractor will comply with Clauses H.5 and H.6, and this Paragraph (B).

(b) A detailed description of the Contractor's policies regarding pensions and other benefits for which the Department reimburses costs under this Contract, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

(c) A written description of how pension and other benefit plans provided to employees pursuant to Clauses H.5 and H.6, will be transitioned, or if needed, developed and implemented on or before the last day of the Task Order Transition Period.

(d) If needed, an asset transfer(s) agreement to transfer assets from an Incumbent Contractor's existing defined benefit plan to a new defined benefit plan to cover past eligibility service in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract and in each Task Order, as applicable. On or before the last day of the Task Order Transition Period, the Contractor shall provide (1) a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions; and (2) a schedule for CO approval for when the benefit plan will be developed and assets transferred.

(2) The Contractor shall perform the following activities involving benefit transition within the timeframes specified below.

(a) Within 10 days after Task Order NTP, the Contractor shall:

(1) Provide the CO with a list of Contractor personnel who will be responsible for the transition of existing benefit plans, and, if needed, development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor develops and implements a defined benefit pension plan and a defined contribution pension plan and contact information for the above personnel; and

(2) Request the incumbent to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsoring existing benefits plans and the establishment of any new benefits plans, including, if needed, the transfer of assets from existing defined pension plan and other benefit plans on or before the end of the Task Order Transition Period.

(3) 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 Task Order NTP, the Contractor shall provide to the CO a list of the information and documents that the Contractor has requested from an Incumbent Contractor pertaining to the existing benefit plans. The Contractor shall notify the CO on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from an Incumbent Contractor. Regardless of such notification, the Contractor remains responsible under this Contract and applicable Task Order for ensuring compliance with the terms of this Contract and applicable Task Order, including the timeframes set forth in this clause and the requirements in Clauses H.5 and H.6.

(c) Within 20 days of Task Order NTP, the Contractor shall:

(1) Submit the final draft Benefits Transition Plan; and

(2) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Clauses H.5 and H.6, including requirements pertaining to the transition of existing benefit plans and, if needed, the establishment of employee benefit plans; and

(3) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for the Contractor, if and when necessary. 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 obligations under Clauses H.5 and H.6, including execution of transition agreements with the Incumbent Contractor and other applicable entities. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the CO within two days after the meeting.

(d) Within 30 days after Task Order NTP, the Contractor shall provide the following to the CO:

(1) A final written Benefits Transition Plan, to include a written description of how the existing benefit plans provided to employees pursuant to Clause H.5 will be amended and restated on or before the last day of the Task Order Transition Period.

(2) Draft copies of the transition agreements the Contractor will enter into with the Incumbent Contractor(s), to ensure the Contractor's compliance with the pay and benefits requirements set forth in Clause H.5; and

(3) Drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by the Incumbent Contractor. 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 the Incumbent Contractors. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans; or

(4) If needed, as agreed to in the final written Benefits Transition Plan in (d) above, draft

or proposed final versions of any new defined benefit and defined contribution pension plans and other benefit plans. The Contractor shall also submit draft SPDs for the pension and any other benefit plans.

(e) No later than 45 days after Task Order NTP and prior to the adoption or execution of those documents, the Contractor shall submit to the Contracting Officer for approval the proposed final versions of the documents provided in paragraph (d) above.

(f) 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.

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

(1) Documents relating to benefit plans offered to Contractor's 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

(2) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Clause H.5

Additionally, the Contractor shall provide timely data responses to Departmental annual and ad hoc pension and PRB data requests. Such data responses shall be provided within the timeframe established by the contracting officer for each response and, if no timeframe is specified, the Contractor shall provide the data response within one calendar day.

H.8 DOE-H-2004 Post Contract Responsibilities for Pension and Other Benefit Plans (Oct 2014)

(a) If this Contract or Task Order expires and/or terminates and DOE has awarded a contract or Task Order under which a new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans identified in (i)(1) of H Clause entitled, DOE-H-2001 *Employee Compensation: Pay and Benefits(Oct 2014)*, the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the CO. If a Commingled plan is involved, the Contractor shall:

(1) Spin off the DOE portion of any Commingled Plan used to cover employees working at the DOE facilities into a separate plan. The new plan will normally provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities.

(2) Bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. DOE and the contractor(s) shall establish an effective date of spinoff. On or before the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(b) If this Contract or Task Order expires or terminates and DOE has not awarded a contract or Task Order to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the CO determines that the scope of work under the Contract or Task Order has been completed (any one such event may be deemed by the CO 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 or Task Order, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of Contract/Task Order Completion:

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

(2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the plans for which DOE reimburses costs, 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/Task Order Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the CO 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 CO, the Contractor's costs will be reimbursed pursuant to applicable Contract/Task Order provisions.

H.9 DOE-H-2028 Labor Relations (Oct 2014) (Revised)

(a) The Contractor shall respect the right of employees to be free from discrimination in the workplace, including, but not limited to, discrimination within the meaning of the Age Discrimination in Employment Act of 1967, as amended, and to organize, form, join, or assist labor organizations; bargain collectively through their chosen labor representatives; 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, consistent with applicable laws.

(b) Consistent with applicable labor laws and regulations, for work currently performed by members of the an existing bargaining unit the Contractor agrees to initially consult with the existing bargaining unit representative(s) regarding the initial terms and conditions of employment and to recognize it as the collective bargaining representative(s) for employees performing work 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 collective bargaining agreement(s) for work at the Place of Performance as defined in Section F of each individual Task Order.

(c) The Contractor shall submit its economic bargaining parameters for which DOE reimburses costs to, and obtain the approval of, the CO regarding allowability of the costs, and compliance with the terms and conditions of the Contract, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining negotiations, the Contractor shall notify, and obtain the approval of, the CO before submitting or agreeing to any collective bargaining proposal that increases or may increase allowable costs above those previously approved in the economic bargaining parameters, or that could involve changes in any pension or other benefit plans, and such other items of special interest to DOE as are identified by the CO. The approval of the economic bargaining parameters by the CO under this paragraph does

not waive any other terms and conditions of the Contract.

(d) 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, DEAR Subpart 970.2201-1, and all applicable Federal and state labor relations laws.

(e) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract or specific Task Order contain provisions designed to assure no disruption in services during the performance of the Contract. All such agreements entered into during the Contract/Task Order period of performance should, to the extent that the parties to those collective bargaining agreements agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (e) in any subcontracts.

(f) In addition to FAR 52.222-1, Notice to the Government of Labor Disputes, and other requirements in the contract, the Contractor shall immediately notify the CO or designee of all labor relations issues and matters of interest, including, but not limited to, organizing initiatives, unfair labor practice charges or complaints, work stoppages, picketing, labor arbitrations, National Labor Relations Board charges, legal or judicial proceedings, and settlement agreements and will furnish such additional information as may be required from time to time by the CO.

(g) The Contractor shall immediately notify the CO or designee of any planned or actual strike or work stoppage involving its employees or employees of a subcontractor.

(h) The Contractor shall provide the CO or designee a copy of all arbitration decisions issued by an arbitrator within one week of receipt of the decision.

(i) The Contractor shall provide the CO or designee with a “Report of Settlement” after ratification of a collective bargaining agreement by accessing and inputting the information into the Labor Relations module of DOE’s iBenefits reporting system, or its successor system, during the next open quarter. Such information shall include negotiated wages, pension, medical and other benefits costs, and a copy of the collective bargaining agreement and any subsequent modifications

(j) The Contractor shall provide to the CO or designee a semi-annual report on grievances for which further judicial or administrative proceedings are anticipated, and all final step grievances. The Contractor shall immediately provide information on all arbitration requests. The reports are due June 30 and December 31, of each year, and should include the following information:

1. List of all final step grievances filed during the previous six-month period and grievances for which further judicial or administrative proceedings are anticipated, together with the dates filed;

2. A brief description of issues regarding each grievance;

3. If settled, the date of settlement, and terms of the settlement. If a denial is made at the final step and the period for requesting arbitration passes, report the matter as closed;

4. If not settled during the six-month reporting period, carry the item over to the subsequent six-month reporting periods until settlement, request for arbitration, closure, or other proceeding occurs.

H.10 Workforce Restructuring

(a) The Contractor shall regularly analyze workforce requirements and will develop appropriate workforce restructuring strategies to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract/Task Order.

(b) When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring in a manner consistent with the DOE General Workforce Restructuring Plan, if applicable, in effect for the facility or site. The General Plan lays out how contractor workforce restructuring will be conducted at the applicable site in a manner that is consistent with DOE policy.

The Contractor is only required to provide notification of Self-Select Voluntary Separation Programs (SSVSP) of 100 or more if consistent with the following parameters: 1) in accordance with approved laboratory and contractor policies and contract requirements; 2) no enhanced benefits (severance or pension); 3) no backfilling or re-employment of employees for a one-year period after severance is paid; 4) business case submitted 5 business days in advance of notification date that includes maximum number of voluntary separations, maximum dollars, positions/skills impacted; reasons separations are needed, including how conducting a SSVSP will better position the contractor to conduct the mission work; copies of the self-select application and any employee waivers or releases of claims, and a communication plan; and 5) voluntary separations offered to employees in a non-discriminatory and legally compliant manner. There is no backfilling where a separating employee is replaced by an internal candidate so long as:

(A) The separating employee is leaving voluntarily;

(B) The internal replacement is a regular, permanent employee on the contractor's payroll, not a temporary hire, staff augmentee, or someone serving under a post-doctoral program, or other short term program;

(C) The replacement results in a net reduction in headcount and costs of regular employees; and

(D) The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.

(c) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Program, at any DOE or NNSA site, during the one-year period following the separation. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Program.

(d) The Contractor must prepare and submit to the Contracting Officer a specific workforce restructuring plan (Specific Plan), as described below in paragraph (e), if the Contractor intends to reduce its workforce by 100 or more employees through an involuntary separation action within a rolling 12-month period.

(e) The Contractor's Specific Plan shall lay out how the Contractor will conduct its workforce restructuring action at the site. The Contractor's Specific Plan for reducing 100 or more employees through an involuntary separation action shall be submitted to the Contracting Officer for approval at least 60 days in advance of the first communication planned to be given to the employees and public. Any other Specific Plans must be submitted just in advance of the first communication planned to be given to the employees and public. The templates for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at: http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistantgeneral-counsel-labor-and-pension.

(f) Pay-in-lieu of notice beyond two work-weeks requires written advance Contracting Officer approval. The Contractor shall submit the request to the Contracting Officer as part of the Workforce Restructuring package submitted for approval in (e) above, and include the number of days of pay-in-lieu of notice requested, above two work-weeks, a detailed business justification, and the associated costs.

(g) The Contractor is encouraged to consider the use of employee waivers and releases. DOE has developed a model waiver and release of claims. The forms are available on line at the website set forth in (e) above. Any deviation from the models must be approved by the Contracting Officer.

(h) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) as part of its determination to undertake involuntary separation action(s). A copy of the diversity analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period shall be submitted to the Contracting Officer and DOE or National Nuclear Security Administration (NNSA) site counsel, as applicable, prior to notification of employees selected for involuntary separation.

(i) The Contracting Officer will review and approve any Specific Plan or diversity analysis submitted for review affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any Specific Plan or diversity analysis, the Contractor will respond to such request within 3 business days.

(j) The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions.

(k) Questions of cost allowability related to: a) any SSVSPs for which the Contractor provides only notification, or b) any involuntary separation program(s) conducted without Contracting Officer approval will be resolved consistently with applicable laws and regulations and with the terms and conditions of this contract, including, but not limited to, Department of Energy Acquisition Regulation (DEAR) at 48 C.F.R. 952.23171(f).

H.11 Labor Standards

(a) The CO will determine the appropriate labor standards that apply to specific work activities in accordance with the Wage Rate Requirements (Construction) statute (formerly known as the Davis-Bacon Act), the Service Contract Labor Standards (SCLS) statute (formerly known as the Service Contract Act of 1965 [SCA]), or other applicable Federal labor standards law. Prior to the start of any proposed work activities, the Contractor shall request a labor standards determination from the CO for specific work activities by submitting proposed work packages that describe the specific activities to be performed for particular work and other information as necessary for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work. Once a determination is made and provided to the Contractor, the Contractor shall comply with the determination and shall ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable subcontracts.

(b) The Contractor shall comply, and shall be responsible for compliance by any subcontractor, with the Wage Rate Requirements (Construction), SCLS, or other applicable labor standards law. The Contractor shall conduct such payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE. When performing work subject to the Wage Rate Requirements (Construction), the Contractor shall maintain payroll records for a period of three years, from completion of the Contract/Task Order, for laborers and mechanics performing the work. In accordance with FAR 52.222-41(g) and FAR 52.222-6(b)(4), the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and, as applicable, Department of Labor Publications WHD 1321, *Employee Rights under the Davis-Bacon Act*, and/or WHD 1313, *Employee Rights on Government Contracts*.

(c) For subcontracts determined to be subject to the SCLS, the Contractor will prepare Standard Form 98 (e98), *Notice of Intention to Make a Service Contract and Response Notice*. This form is available on the Department of Labor website at: http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp. The form shall be submitted to the CO.

(d) In addition to any other requirements in the Contract, the Contractor shall as soon as possible notify the CO of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from contractor or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR Parts 4, 6, and 8 and as defined in FAR 52.222-41(t); disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract or a subcontract. The Contractor shall furnish such additional information as may be required from time to time by the CO.

(e) The Contractor shall prepare and submit to the CO the Office of Management and Budget (OMB) Control Number: 1910-5165, *Semi-Annual Davis-Bacon Enforcement Report*, by April 21 and October 21 of each year. Form submittal will be administered through the DOE iBenefits system or its successor system.

H.12 DOE-H-2003 Worker's Compensation Insurance (Oct 2014)

(a) Contractors, other than those whose workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new compensation policies and all initial proposals for self-insurance (contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).

(b) Workers compensation loss income benefit payments when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.

(c) Contractors approve all workers compensation settlement claims up to the threshold established by the Contracting Officer for DOE approval and submit all settlement claims above the threshold to DOE for approval.

(d) The Contractor shall obtain approval from the Contracting Officer before making any

(e) Significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the Contracting Officer.

H.13 DOE-H-2073 Risk Management and Insurance Programs (Dec 2014) (Revised)

Contractor officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE-funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the contractor has established separate operating business units.

(a) Basic Requirements

(1) Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the Contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the Contract. Types of insurance include automobile, general liability, and other third-party liability insurance. Other forms of coverage for which the Contractor seeks reimbursement must be justified as necessary in the operation of the Department facility and/or the performance of the Contract, and approved by the DOE in advance of acquiring such insurance.

(2) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (see DEAR 950.70 entitled, *Nuclear Indemnification of DOE Contractors*).

(3) Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307 entitled, *Insurance Under Cost Reimbursement Contracts*, FAR 31.205-19 entitled, *Insurance and Indemnification*, and DEAR 952.231-71 entitled, *Insurance - Litigation and Claims*.

(4) Demonstrate that the insurance program is being conducted in the Government's best interest and at reasonable cost.

(5) The Contractor shall submit copies of all insurance policies or insurance arrangements to the CO no later than 30 days after the purchase date.

(6) When purchasing commercial insurance, the Contractor shall use a competitive process to ensure costs are reasonable.

(7) Ensure self-insurance programs include the following elements:

(i) Compliance with criteria set forth in FAR 28.308 entitled, *Self-Insurance*. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention [SIR], such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance, and are subject to the approval and submission requirements of FAR 28.308, as applicable.

(ii) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.

(iii) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.

(iv) Accounting of self-insurance charges.

(v) Accrual of self-insurance reserve. The CO's approval is required and predicated upon the following:

(A) The claims reserve shall be held in a special fund or interest bearing account.

(B) Submission of a formal written statement to the CO stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.

(C) Annual accounting and justification as to the reasonableness of the claims reserve submitted for CO review.

(D) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.

(8) Should the Contractor utilize a Letter of Credit or other financial instrument to guarantee self-insurance retention, any cost for interest paid by the contractor relating to the instruments will be unallowable and omitted from charges to the DOE Contract.

(9) Comply with the CO's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.

(b) Plan Experience Reporting. The Contractor shall:

(1) Provide the CO with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:

(i) The amount paid for each claim.

(ii) The amount reserved for each claim.

(iii) The direct expenses related to each claim.

(iv) A summary for the plan year showing total number of claims.

(v) A total amount for claims paid.

(vi) A total amount reserved for claims.

(vii) The total amount of direct expenses.

(2) Provide the CO with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at $100,000 or greater).

(3) Provide additional claim financial experience data, as may be requested, on a case-by-case basis.

(c) Terminating Operations. The Contractor shall:

(1) Ensure protection of the Government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating.

(2) Identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the CO.

(3) Reach agreement with DOE on the handling and settlement of self-insurance claims incurred but not reported at the time of contract termination; otherwise, the Contractor shall retain this liability.

(d) Successor Contractor or Insurance Policy Cancellation. The Contractor shall:

(1) Obtain the written approval of the CO for any change in program direction; and

(2) Ensure insurance coverage replacement is maintained as required and/or approved by the CO.

H.14 DOE-H-2080 Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Apr 2018)

(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, unless the Contracting Officer agrees to a different date.

(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.

H.15 Overtime Control Reporting

The Contractor shall submit a Summary Overtime Justification Report of the overtime hours worked to the CO six (6) months after Task Order execution start and annually thereafter no later than November 30 of each year. Summary Overtime Justification Reports shall be reported, at a minimum, by Common Occupational Classification System sub-codes, differentiate between premium and non-premium overtime, and provide sufficient detail to demonstrate all three (3) of the following:

(1) Compliance with provisions set forth in FAR 52.222-2;

(2) All other alternatives to overtime were evaluated prior to working overtime and found inadequate or not feasible; and

(3) Overtime hours worked were in the best interest of the Government.

Summary Overtime Justification Reports will be used to assist the CO in determining reasonableness and cost allowability. Overtime premium authorized per FAR 52.222-2 will not be considered a CO determination of overtime reasonableness or cost allowability.

BUSINESS SYSTEMS CLAUSES

H.16 DOE-H-2022 Contractor Business Systems (Oct 2014)

(a) Definitions. As used in this clause:

"Acceptable contractor business systems" means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of "contractor business systems" in this clause.

Contractor business systems means:

(1) "Accounting system", if this contract includes the Section H clause entitled, *Accounting System Administration*;

(2) "Earned value management system", if this contract includes the Section H clause entitled, *Earned Value Management System*;

(3) Estimating system, if this contract includes the Section H clause entitled, *Cost Estimating System Requirements*;

(4) "Property management system", if this contract includes the Section H clause entitled, *Contractor Property Management System Administration*; and

(5) "Purchasing system", if this contract includes the Section H clause entitled, *Contractor Purchasing System Administration*.

Significant deficiency, in the case of a Contractor business system, means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this Contract. If the Contractor plans to adopt any existing business

system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements and criteria required in that specific business system clause.

(c) Significant deficiencies.

(1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.

(2) The CO will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the CO determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(d) Withholding payments.

(1) If the CO issues the final determination with a notice to withhold payments for significant deficiencies in a Contractor business system required under this contract, the CO will direct the Contractor, in writing, to withhold five (5) percent from its invoices until the CO has determined that the Contractor has corrected all significant deficiencies as directed by the CO's final determination. The Contractor shall, within 45 days of receipt of the notice, either:

(i) Correct the deficiencies; or

(ii) Submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies. The plan shall contain:

(A) Root cause(s) identification of the problem(s);

(B) The proposed corrective action(s) to address the root cause(s);

(C) A schedule for implementation; and

(D) The name of the person responsible for the implementation.

(2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the CO's intent to withhold payments, and the CO, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the CO will direct the Contractor, in writing, to reduce the percentage withheld on invoices to two (2) percent until the CO determines the Contractor has corrected all significant deficiencies as directed by the CO's final determination. However, if at any time, the CO determines that the Contractor has failed to follow the accepted corrective action plan, the CO will increase withholding and direct the Contractor, in writing, to increase the percentage withheld on invoices to the percentage initially withheld, until the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO's final determination.

(3) Payment withhold percentage limits.

(i) The total percentage of payments withheld on amounts due on this Contract shall not exceed:

(A) Five (5) percent for one or more significant deficiencies in any single contractor business system; and

(B) Ten (10) percent for significant deficiencies in multiple contractor business systems.

(ii) If this Contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (d)(3)(i) of this clause, the CO will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.

(4) For the purpose of this clause, payment means invoicing for any of the following payments authorized under this contract:

(i) Interim payments under:

(A) Cost-reimbursement contracts;

(B) Incentive type contracts;

(C) Time-and-materials contracts; or

(D) Labor-hour contracts.

(ii) Progress payments to include fixed-price contracts.

(5) Performance-based payments to include fixed-price contracts. Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.

(6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this Contract.

(7) Notwithstanding the provisions of any clause in this Contract providing for interim, partial, or other payment withholding on any basis, the CO may withhold payment in accordance with the provisions of this clause.

(8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.

(e) Correction of deficiencies.

(1) The Contractor shall notify the CO, in writing, when the Contractor has corrected the business system's deficiencies.

(2) Once the Contractor has notified the CO that all deficiencies have been corrected, the CO will take one of the following actions:

(i) If the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO's final determination, the CO will direct the Contractor, in writing, to discontinue the payment withholding from invoices under this Contract associated with the CO's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this Contract due to other significant deficiencies, will remain in effect until the CO determines that those significant deficiencies are corrected.

(ii) If the CO determines that the Contractor still has significant deficiencies, the Contractor shall continue withholding amounts from its invoices in accordance with paragraph (d) of this clause, and not invoice for any monies previously withheld.

(iii) If the CO determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the CO will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from invoices associated with the CO's final determination, and authorize the Contractor to bill for any monies previously withheld.

(iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the CO has not made a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause, the CO will direct the Contractor, in writing, to reduce the payment withholding from invoices directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the CO makes a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause.

(v) At any time after the CO directs the Contractor to reduce or discontinue the payment withholding from invoices under this Contract, if the CO determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the CO will reinstate or increase withholding and direct the Contractor, in writing, to reinstate or increase the percentage withheld on invoices to the percentage initially withheld, until the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO final determination.

H.17 DOE-H-2023 Cost Estimating System Requirements (Oct 2014) (Revised)

(a) Definitions.

Acceptable estimating system means an estimating system that complies with the system criteria in paragraph (d) of this clause, and provides for a system that:

(1) Is maintained, reliable, and consistently applied;

(2) Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;

(3) Is consistent with and integrated with the Contractor's related management systems; and

(4) Is subject to applicable financial control systems.

Estimating system means the Contractor's policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards or contract modifications. Estimating system includes the Contractor's:

(1) Organizational structure;

(2) Established lines of authority, duties, and responsibilities;

(3) Internal controls and managerial reviews;

(4) Flow of work, coordination, and communication; and

(5) Budgeting, planning, estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the DOE to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish, maintain, and comply with an acceptable estimating system.

(c) Applicability. Paragraphs (d) and (e) of this clause apply if the Contractor is a large business to include a Contractor teaming arrangement, as defined at 48 CFR 9.601(1), performing a Contract in support of a Capital Asset Project (other than a management and operating contract as described at 48 CFR 917.6), as prescribed in DOE Order (DOE O) 413.3B or current version; or a non-capital asset project and either:

(1) The total prime contract value exceeds $50 million, including options; or

(2) The Contractor was notified, in writing, by the CO that paragraphs (d) and (e) of this clause apply.

(d) System requirements.

(1) The Contractor shall disclose its estimating system to the CO, in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission. If the Contractor plans to adopt the existing system from the previous contractor, the Contractor is responsible for the system and shall comply with the system requirements required in this clause.

(2) An estimating system disclosure is acceptable when the Contractor has provided the CO with documentation no later than 60 days after each Task Order NTP that:

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall:

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the CO on a timely basis.

(4) The Contractor's estimating system shall provide for the use of appropriate source data, utilize sound estimating techniques and good judgment, maintain a consistent approach, and adhere to established policies and procedures. An acceptable estimating system shall accomplish the following functions:

(i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.

(ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.

(iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor's established procedures.

(iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.

(v) Provide for adequate supervision throughout the estimating and budgeting process.

(vi) Provide for consistent application of estimating and budgeting techniques.

(vii) Provide for detection and timely correction of errors.

(viii) Protect against cost duplication and omissions.

(ix) Provide for the use of historical experience, including historical vendor pricing information, where appropriate.

(x) Require use of appropriate analytical methods.

(xi) Integrate information available from other management systems.

(xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.

(xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.

(xiv) Provide procedures to update cost estimates and notify the CO in a timely manner.

(xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.

(xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.

(xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with the Federal Acquisition Regulation (48 CFR chapter 1) and DEAR (48 CFR chapter 9).

(e) Significant deficiencies.

(1) The CO will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's estimating system. If the Contractor disagrees

with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO's final determination concerning:

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the CO determines that one or more significant deficiencies remain.

(f) If the Contractor receives the CO's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(g) Withholding payments. If the CO makes a final determination to disapprove the Contractor's estimating system, and the contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

H.18 DOE-H-2024 Earned Value Management System (Mar 2019) (Revised)

Definitions. As used in this clause:

"Acceptable Earned Value Management System" means an EVMS that complies with system criteria set forth in paragraph (a) this clause.

"Contract Funds Status Report" (CFSR) includes data to support forecasting, planning and decision making. DOE's CFSR Data Item Description (DID) is to be used for the CFSR.

"Earned Value Management System" (EVMS) means an integrated set of policies, procedures and practices to objectively track performance on a project or program.

"Integrated Master Plan" (IMP) means an event-based plan consisting of a hierarchy of program events, each supported by specific accomplishments, and each accomplishment associated with specific criteria to be satisfied for its completion.

"Integrated Master Schedule" (IMS) means a networked, multi-layered list of tasks required to complete the work captured in a related IMP. The IMS should include all IMP events and accomplishments and support each accomplishment closure criteria. The IMS should contain a critical path and be resource-loaded with labor, material and equipment costs to include unit prices and quantities.

"Integrated Performance Management Report" (IPMR) includes data submitted monthly by the contractor from its EVMS. DOE's IPMR DID is to be used for the IPMR.

"Over Target Baseline" (OTB) means an overrun to the Contract Budget Base (CBB), which is formally incorporated into the Performance Measurement Baseline (PMB) for management purposes.

"Over Target Schedule" (OTS) means the condition in which a baseline schedule is time-phased beyond the contract completion date.

"Significant deficiency" means a shortcoming in the system that materially affects the ability of DOE officials to rely upon information produced by the EVMS for management purposes.

"Work Breakdown Structure" means a product-oriented hierarchy of tasks to be performed by the project team in support of project objectives.

(a) System criteria. In performing this contract, the Contractor shall establish, maintain, and use--

(1) Integrated performance management system. Central to this system shall be an EVMS that that complies with the Electronic Industries Alliance Standard 748 (EIA-748), including a System Description. The EVMS shall be linked to and supported by the contractor's various management systems, including work definition, planning and scheduling, work authorization and budgeting, performance measurement and analysis, change management, materials and subcontract management, cost estimating, accounting, and risk management.

(2) Management procedures. The contractor shall have procedures that enable timely, reliable, and verifiable information.

(i) Pursuant to the IPMR and IMS data items under this contract, the contractor shall maintain an IPMR and IMS that logically networks all project activities, reflecting the National Defense Industrial Association (NDIA) Planning & Scheduling Excellence Guide and the GAO Schedule Assessment Guide.

(ii) As required by the CFSR data item under this contract, the contractor shall develop and submit a CFSR, and must reconcile the CFSR with the IPMR on a quarterly basis.

(iii) All reporting must correspond to the applicable WBS elements, and shall be submitted timely and accurately and be current as of the close of the previous month's accounting period. (Note: The contractor should not establish a separate or unique internal performance management system solely for the purposes of the contract.)

(iv) IPMR and CFSR data shall be submitted by the Contractor by uploading the data into Project Assessment and Reporting System (PARS) in accordance with the "Contractor Project Performance Upload Requirements" document maintained by the DOE Office of Project Management.

(b) EVMS certification.

(1) For contracts supporting projects valued at $100M or more, the contractor's EVMS must be formally certified by the cognizant Federal agency as compliant with the EIA-748 guidelines (current version at the time of award). Pursuant to DOE Order 413.3B, the DOE Office of Project Management is DOE's EVMS certifying authority. If, at the time of award, the contractor's EVMS has not been determined to be in compliance with the EIA-748 guidelines, the contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in its EVMS plan.

(2) For contracts supporting projects valued at less than $100M but greater than $50M, the contractor's EVMS must be compliant with EIA-748; however, external certification is not required. The use of the contractor's EVMS for this contract does not imply a Government determination of EIA-748 compliance for application to future contracts.

(c) Changes to the EVMS. The Contractor shall submit notification of all proposed changes to the EVMS procedures and the impact of those changes to the Contracting Officer. If the contractor has one or more contracts in support of DOE capital asset projects that are valued at $100M or more, unless a waiver is granted by DOE, any EVMS changes proposed by the contractor require approval of DOE prior to implementation. DOE will advise the contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the contractor's notice of proposed changes. If DOE waives the advance approval requirements, the Contractor shall disclose EVMS changes to DOE at least 14 calendar days prior to the effective date of implementation.

(d) Integrated baseline reviews. DOE will conduct an Integrated Baseline Review (IBR) not later than 180 calendar days after each Task Order NTP, the exercise of significant contract options, and the incorporation of major modifications. DOE and the contractor will use the IBR process described in the NDIA IBR Guide (or current version). During IBRs, the project baseline will be jointly scrutinized by the Government and the contractor to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(e) Access to records. The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative to permit surveillance to ensure that the EVMS continues to comply with the criteria referenced in paragraph (a) of this clause.

(f) Restructuring actions. In the event that the contractor concludes the performance baseline no longer represents a realistic plan, the contractor may determine that an over-target schedule or over-target baseline restructuring action is necessary. The contractor shall obtain approval of the Contracting Officer prior to implementing such restructuring actions. The request should also include detailed implementation procedures as well as a timeframe in accordance with the System Description. DOE will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(g) Significant deficiencies.

(1) The Contracting Officer will provide a determination to the contractor, in writing, on any significant EVMS deficiencies. The determination will describe the deficiency in sufficient detail to allow the contractor to understand the deficiency.

(2) The contractor shall respond within 30 working days to a written determination from the Contracting Officer that identifies significant deficiencies in the contractor's EVMS. If the contractor disagrees with the determination, the contractor shall state, in writing, its rationale for disagreeing. In the event the contractor does not respond in writing to the determination within the response time, this shall indicate that the Contractor agrees with the determination.

(3) The Contracting Officer will evaluate the contractor's response or lack of response and notify the contractor, in writing, of the Contracting Officer's final determination concerning—-

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action;

(iii) System noncompliance, when the contractor's existing EVMS fails to comply with the EVMS guidelines in EIA-748; and

(iv) System disapproval, if corrections to the contractor's EVMS are not successfully completed within the timeframe set forth by the Contracting Officer. When the Contracting Officer determines that the existing EVMS contains one or more significant deficiencies, the Contracting Officer will use discretion to disapprove the EVMS based on input received from the DOE Office of Project Management.

(4) When the contractor receives the Contracting Officer's determination of significant deficiencies, the contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(h) Withholding payments. In the event that the contractor's EVMS is disapproved in accordance with subparagraph (g)(3)(iv), the Contracting Officer will withhold payments until which time the contractor has resolved all EVMS deficiencies.

(i) Flowdown requirements. With the exception of paragraphs (g) and (h) of this clause, for contracts supporting projects requiring EVMS, the contractor shall flow down appropriate EVMS requirements to its subcontractors.

(1) The EVMS certification requirement applies to subcontractors meeting the criteria in paragraph (b) of this clause. In this event, the cognizant Federal agency, working through the prime contractor, will assess whether the subcontractor's system satisfies the EVMS guidelines contained in EIA-748.

(2) The prime contractor is responsible for reviewing and assuring the validity of all subcontractor reports. Cost and schedule reporting requirements are not to be confused with EVMS certification, as described in paragraph (i)(1) above.

(3) For subcontracts valued at $100 million or more, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):

[Contracting Officer to insert names of subcontractors (or FFP subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

(4) For subcontracts valued at less than $100 million, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

(j) Extending a previous contractor's certified EVMS. If a contractor plans to adopt the existing system from the previous contractor or DOE site, the contractor is responsible for the system and shall

comply with the system requirements required in this clause. The existing system shall utilize the same DOE-approved processes and procedures as the previous system. The contractor shall—

(1) Identify the corporate entity that owns the certified EVMS and provide the certification documentation;

(2) Obtain prior approval from the Contracting Officer, who will be advised by the Office of Project Management, for proposed EVMS and surveillance changes;

(3) Be responsible for full compliance with paragraph (a) of this clause; and

(4) Be responsible for correcting any significant deficiencies previously identified to the previous contractor by the Contracting Officer in accordance with paragraph (g) of this clause. Within 45 days after receiving a copy of the previous contractor's final determination, the contractor shall either correct any significant deficiencies or submit an acceptable corrective action plan. The Contracting Officer, working jointly with the Office of Project Management, will provide a written final determination—to potentially include an implementation review—before extending the certification.

H.19 DOE-H-2025 Accounting System Administration (Oct 2014) (Revised)

(a) Definitions. As used in this clause:

(1) Acceptable accounting system means a system that complies with the system criteria in paragraph (c) of this clause, to provide reasonable assurance that:

(i) Applicable laws and regulations are complied with;

(ii) The accounting system and cost data are reliable;

(iii) Risk of misallocations and mischarges are minimized; and

(iv) Contract allocations and charges are consistent with billing procedures.

(2) Accounting system means the Contractor’s system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.

(3) Significant deficiency means a shortcoming in the system that materially affects the ability of officials of DOE to rely upon information produced by the system that is needed for management purposes.

(b) General.

The Contractor shall establish and maintain an acceptable accounting system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the CO documentation that its accounting system meets the system criteria in paragraph (c) of this clause no later than 60 days after each Task Order NTP. Failure to maintain an acceptable accounting

system, as defined in this clause, shall result in the withholding of payments if the contract includes the Section H clause, *Contractor Business Systems*, and also may result in disapproval of the system.

(c) System criteria.

The Contractor's accounting system shall provide for:

(1) A sound internal control environment, accounting framework, and organizational structure;

(2) Proper segregation of direct costs from indirect costs;

(3) Identification and accumulation of direct costs by contract;

(4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;

(5) Accumulation of costs under general ledger control;

(6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;

(7) Approval and documentation of adjusting entries;

(8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;

(9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;

(10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;

(11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;

(12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of 48 CFR31 entitled, *Contract Cost Principles and Procedures*, and other contract provisions;

(13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;

(14) Segregation of preproduction costs from production costs, as applicable;

(15) Cost accounting information, as required:

(i) By contract clauses concerning limitation of cost (48 CFR 52.232-20), limitation of funds (48 CFR 52.232-22), or allowable cost and payment (48 CFR 52.216-7); and

(ii) To readily calculate indirect cost rates from the books of accounts.

(16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;

(17) Adequate, reliable data for use in pricing follow-on acquisitions; and

(18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.

(d) Significant deficiencies.

(1) The CO will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor does not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO final determination concerning:

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the CO determines that one or more significant deficiencies remain.

(e) If the Contractor receives the CO's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(f) Withholding payments. If the CO makes a final determination to disapprove the Contractor's accounting system, and the Contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

H.20 DOE-H-2026 Contractor Purchasing System Administration (Oct 2014) (Revised)

(a) Definitions. As used in this clause:

"Acceptable purchasing system" means a purchasing system that complies with the system criteria in paragraph (c) of this clause.

"Purchasing system" means the Contractor's system or systems for purchasing and subcontracting, including make-or-buy decisions, the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, placing and administering of orders, and expediting delivery of materials.

"Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the DOE to rely upon information produced by the system that is needed for management purposes.

(b) General.

The Contractor shall establish and maintain an acceptable purchasing system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the CO documentation that its purchasing system meets the system criteria in paragraph (c) of this clause

no later than 60 days after each Task Order NTP. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the CO and/or withholding of payments.

(c) System criteria.

The Contractor's purchasing system shall:

(1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the FAR (48 CFR Chapter 1) and the DOE Acquisition Regulation (48 CFR Chapter 9);

(2) Ensure that all applicable purchase orders and subcontracts contain all flow down clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;

(3) Maintain an organization plan that establishes clear lines of authority and responsibility;

(4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;

(5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;

(6) Apply a consistent make-or-buy policy that is in the best interest of the Government;

(7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;

(8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices in accordance with 48 CFR 15.404-1;

(9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;

(10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices in accordance with 48 CFR 15.404-3;

(11) Document negotiations in accordance with 48 CFR 15.406-3;

(12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;

(13) Ensure proper type of contract selection in accordance with 48 CFR 16 and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;

(14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;

(15) Document and justify reasons for subcontract changes that affect cost or price;

(16) Notify the Government of the award of all subcontracts that contain the 48 CFR Chapter 1 and 48 CFR Chapter 9 flow down clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;

(17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of the 41 USC chapter 87, Kickbacks;

(18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;

(19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flow down clauses, as required by 48 CFR chapter 1, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract;

(20) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources;

(21) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements;

(22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;

(23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort;

(24) Establish and perform Annual Subcontract Audit plans with audits consistent with IIA and/or Generally Accepted Government Auditing Standards (GAGAS) audit standards; and

(25) Establish and maintain procedures to timely notify the CO, in writing, if:

(i) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the Contract, Task Order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Significant deficiencies.

(1) The CO will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor does not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO's final determination concerning:

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the CO determines that one or more significant deficiencies remain.

(e) If the Contractor receives the CO's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(f) Withholding payments. If the CO makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

H.21 DOE-H-2027 Contractor Property Management System Administration (Oct 2014) (Revised)

(a) Definitions. As used in this clause:

- "Acceptable property management system" means a property system that complies with the system criteria in paragraph (c) of this clause.
- "Property management system" means the Contractor's system or systems for managing and controlling Government property.
- "Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the DOE to rely upon information produced by the system that is needed for management purposes.

(b) General.

The Contractor shall establish and maintain an acceptable property management system. If the Contractor plans to adopt the existing system from the previous contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the CO documentation that its property management system meets the system criteria in paragraph (c) of this clause no later than 60 days after each Task Order NTP. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the CO and/or withholding of payments.

(c) System criteria.

The Contractor's property management system shall be in accordance with paragraph (f) of the Contract clause at 48 CFR 52.245-1.

(d) Significant deficiencies.

(1) The CO will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor does not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO's final determination concerning:

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the CO determines that one or more significant deficiencies remain.

(e) If the Contractor receives the CO's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(f) Withholding payments. If the CO makes a final determination to disapprove the Contractor's property management system, and the Contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

DOE CORPORATE CLAUSES OTHER THAN CHRM OR BUSINESS SYSTEMS

H.22 DOE-H-2014 Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties (Oct 2014) (Revised)

(a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this Contract.

(b) Liability and responsibility for fines or penalties and associated costs arising from or related to violations of environmental requirements imposed by applicable Federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements, consent orders, permits, and licenses; and safety, health or quality requirements shall be borne by the party that

caused the violation(s). This clause resolves liability for fines and penalties though the cognizant regulatory authority may assess such fines or penalties upon either party or both 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 permit application, manifest, reports or other required documents, is assessed a fine or penalty, is a permittee, or is named subject of an enforcement action.

(c) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fine and penalties. DOE may participate in all negotiations with regulatory agencies regarding permits, fines, penalties, and any other proposed notice, notice, administrative order, and any similar type of notice as described in paragraphs (a) and (b) above. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.

(d) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

H.23 DOE-H-2016 Performance Guarantee Agreement (Oct 2014) (Revised)

For each Task Order, the Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the Task Order as evidenced by the Performance Guarantee Agreement incorporated in the Task Order in Section J, Attachment J-4. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the CO. A separate Performance Guarantee Agreement will be required for each Task Order awarded under the Master IDIQ Contract.

H.24 DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in Section J, Attachment J-4 entitled, *Performance Guarantee Agreement*. The individual signing the *Performance Guarantee Agreement* for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

Responsible Corporate Official:

Name: Randall Spickard
Position: Vice President
Company/Organization: Westinghouse Government Services, LLC
Address: 5801 Bluff Rd., Hopkins, SC 29061

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the CO in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight. DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors:

Name: S. Robert Cochran
Position: Office Director/Chairman of the Board
Company/Organization: Westinghouse Government Services, LLC (President)
Address: 5801 Bluff Rd., Hopkins, SC 29061

Name: Michael L. Bennett
Position: Outside Director
Company/Organization: The Longwood Group (President)
Address: 1758 Cocoplum Ct., Longwood, FL 32779

Name: David C. Durham
Position: Inside Director
Company/Organization: Westinghouse Electric Company, LLC (President, Plant Solutions)
Address: 3735 Glen Lake Dr., Suite 101, Charlotte, NC 28208

Name: William Ferguson
Position: Office Director
Company/Organization: Westinghouse Government Services, LLC (Vice President, Controller and Secretary)
Address: 224 E. Mount Gallant Rd., Rock Hill, SC 29730

Name: Thomas E. Greifenkamp
Position: Office Director
Company/Organization: Westinghouse Government Services, LLC (Manager NNSA Programs)
Address: 5801 Bluff Rd., Hopkins, SC 29061

Name: Thomas E. Greifenkamp
Position: Office Director
Company/Organization: Westinghouse Government Services, LLC (Manager NNSA Programs)
Address: 5801 Bluff Rd., Hopkins, SC 29061

Name: John J. McDonnell
Position: Office Director
Company/Organization: Bethesda Bioscience Partners, LLC (Chairman of the GSC)
Address: PO Box 643483, Vero Beach, FL 32963-9998

Should any change occur to the Corporate Board of Directors, the majority interest, or their contact information during the period of the Contract, the Contractor shall promptly notify the CO in writing of the change.

H.25 DOE-H-2018 Privacy Act Systems of Records (Oct 2014) (Revised)

The Contractor shall adopt or recommend the amendment of the following systems of records on individuals to accomplish an agency function pursuant to the Section I clause FAR 52.224-2 entitled, *Privacy Act*.

DOE Privacy Act System No.	DOE Privacy Act System Description [Tailor/update list as necessary in coordination with Federal records personnel]
DOE-5	Personnel Records of Former Contractor Employees (Includes All Former Workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-11	Emergency Operations Notification Call List

DOE Privacy Act System No.	DOE Privacy Act System Description [Tailor/update list as necessary in coordination with Federal records personnel]
DOE-14	Report of Compensation
DOE-15	Intelligence-Related Access Authorization
DOE-18	Financial Accounting System
DOE-23	Property Accountability System
DOE-28	General Training Records
DOE-31	Firearms Qualification Records
DOE-33	Personnel Medical Records (Present and Former DOE Employees and Contractor Employees)
DOE-34	Employee Assistance Program (EAP) Records
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-43	Personnel Security Clearance Files
DOE-48	Security Education and/or Infraction Reports
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-53	Access Authorization for ADP Equipment
DOE-63	Personal Identity Verification (PIV) Files
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

If the above list does not address all of the systems of records that are generated based on contract performance, then the Contractor shall notify the CO as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems and notify the CO immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not exempt the Contractor from complying with the Privacy Act. To ensure that systems are monitored consistently, the Contractor must review the list annually and notify the CO, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the Contractor and the CO, in consultation with the local Privacy Act Officer and/or General Counsel, as necessary, to keep it current. A formal modification to the contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed-upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause for FAR 52.224-2 entitled, *Privacy Act*. The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

FAR 52.224-1 entitled, *Privacy Act Notification*, and FAR 52.224-2 entitled, *Privacy Act*, are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of this clause above identifying system of record DOE-33, *Personnel Medical Records*, along with language on records turnover when employees terminate. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.

H.26 DOE-H-2019 Disposition of Intellectual Property – Failure to Complete Contract Performance (Jul 2018)

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

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

(b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.

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

H.27 DOE-H-2021 Work Stoppage and Shutdown Authorization (Oct 2014) (Revised)

(a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in 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) Work Stoppage. In the event of an Imminent Health and Safety Hazard, an activity that could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue, or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, 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 (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect 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(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.

(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 other individuals, 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 Site Manager. Any written direction to suspend operations shall be issued by the CO.

(d) 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 CO” in all subcontracts.

H.28 DOE-H-2033 Alternative Dispute Resolution (Oct 2014)

(a) DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1 entitled, *Disputes*. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory

agreement. Any opinions of the neutral party shall not be admissible as evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the CO, and the CO shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed-upon process.

(d) ADR procedures may be used at any time that the CO has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a CO's final decision under the clause at FAR 52.233-1 entitled, *Disputes*, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the CO's final decision and does not constitute reconsideration of the final decision.

(e) If the CO rejects the Contractor's request for ADR proceedings, the CO shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the CO's request to use ADR procedures, the Contractor shall provide the CO with the reasons for rejecting the request.

H.29 DOE-H-2034 Contractor Interface with Other Contractors and/or Government Employees (Oct 2014) (Revised)

The Government may award contracts to other contractors for work to be performed at a DOE-owned or DOE-controlled site or facility. The Contractor shall cooperate fully with all other onsite DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the CO or a duly authorized representative. The Contractor shall not commit any act which will interfere with the performance of work by any other contractor or by a Government employee and seek CO direction if there is an unresolved conflict.

H.30 DOE-H-2035 Organizational Conflict of Interest Management Plan (Oct 2014) (Revised)

Within 15 days after issuance of Task Order NTP, the Contractor shall submit to the CO for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72 entitled, *Organizational Conflicts of Interest*. The Plan shall be periodically updated as required during the term of the Task Order. The Plan shall include, as a minimum, the following:

(a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the Contract.

(b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.

(c) The procedures for reporting actual or potential conflicts of interest to the CO. The resolution of potential or actual conflicts of interest that exist or may arise during contract performance shall be documented as part of the Plan.

(d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.

(e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the CO for approval in a timely manner.

(f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.

(g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.

(h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

H.31 DOE-H-2043 Assignment and Transfer of Prime Contracts and Subcontracts (Oct 2014) (Revised)

(a) Assignment and Transfer of other DOE Prime Contracts. During the period of performance (POP) of this Contract it may become necessary for the DOE to transfer and assign existing or future DOE prime contracts in whole or in part supporting site work to this Contract. The Contractor shall accept the transfers and assignments of contracts. Transfer and assignment of prime contracts to the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.

(b) Assignment and Transfer of this Prime Contract. During the POP of this Contract it may become necessary for the DOE to transfer and assign in whole or in part this Contract to another DOE contractor. The Contractor shall accept the transfers and assignment. Transfer and assignment, if any, will be for administration purposes, and once transferred, will become a subcontract to the assignee. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.

(c) Transfer and Assignment of Subcontracts. The Contractor agrees to transfer and assign or accept transfer and assignment of existing subcontracts including lower-tier subcontracts as determined necessary by DOE for continuity of operations. The transfer and assignment may be to or from another contractor or to or from DOE as a prime contractor. Transfer or assignment of subcontracts to or from the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the CO in writing. This Clause is required as a flow-down clause in all subcontracts.

H.32 DOE-H-2045 Contractor Community Commitment (Oct 2014) (Revised)

(a) The Contractor shall submit to DOE an annual plan for community commitment activities and report on program progress semi-annually.

(b) The Contractor's annual plan for community commitment activities will identify those meaningful actions and activities that it intends to implement within the surrounding counties and local municipalities. The Contractor may engage in any community actions or activities it determines meets the objectives of DOE's community commitment policy. It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above. Actions and activities in the areas listed below are representative of the areas in which the Contractor may choose to perform. However, the list is not all-inclusive and is not intended to preclude the Contractor from initiating and performing other constructive community activities nor involvement in charitable endeavors it deems worthwhile.

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

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

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

(3) Community support. The Contractor may directly sponsor specific local community activities or sponsor individual employees to work with a specific local community activity. The Contractor may provide support and assistance to community service organizations. The Contractor may support strategic partnerships with professional and scientific organizations to enhance recruitment into all levels of its organization.

(c) The Contractor may use fee dollars to pay for its community commitment actions, as it deems appropriate. All costs to be incurred by the Contractor for community commitment actions and activities are unallowable and non-reimbursable under the contract.

(d) The Contractor shall encourage its subcontractors, at all tiers, to participate in these activities.

H.33 DOE-H-2046 Diversity Program (Oct 2014)

(a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance shall be submitted to the CO for approval within 60 calendar days after each Task Order NTP. Once the diversity plan is approved by the CO, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the CO.

(b) The diversity plan shall address, at a minimum, the Contractor's approach, to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include:

(1) A statement of the Contractor's policies and practices; and

(2) Planned initiatives and activities that demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse workforce. The diversity program shall also address, at a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's workforce; (2) educational outreach, including a mentor/protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.

(c) An annual diversity report shall be submitted pursuant to Section J, Attachment J-7 entitled, *Contract Deliverables*. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the CO's approval.

H.34 DOE-H-2048 Public Affairs – Contractor Releases of Information (Oct 2014)

In implementation of the clause DEAR 952.204-75 entitled, *Public Affairs*, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 7 calendar days prior to the planned issue date, submit a draft copy to the CO of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The CO will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.35 DOE-H-2052 Representations, Certifications, and Other Statements of the Offeror (Oct 2014) (Revised)

The Contractor's Representations, Certifications, and Other Statements, dated [Offeror Fill-In] made in response to Solicitation No. [Offeror Fill-In] are hereby incorporated into the contract.

H.36 DOE-H-2053 Worker Safety and Health Program in Accordance with 10 CFR 851 (Oct 2014)

(a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, *Worker Safety and Health Program*, and any applicable DOE Directives incorporated into the Contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and

approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.

(b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work, and interface with other DOE contractors.

(c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.

(d) The CO may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).

(e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the CO may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the CO may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.

(f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.

(g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

H.37 DOE-H-2058 Designation and Consent of Teaming Subcontracts – Alternate I (Oct 2014) (Revised)

(a) The following subcontractors have been determined to be Teaming Subcontractors:

[Offeror Fill-In Teaming Subcontractor for each Task Order]

(b) In the event that the Contractor plans either to award or use a new teaming subcontract or replace an existing, approved teaming subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.

(c) In the event that the Contractor proposes to use a new, or replace, one or more of the approved Teaming Subcontractors identified in paragraph (a) above in performance of an individual Task Order, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer for the Task Order and will not be

delegated. The requirements of this paragraph (c) apply when the Contractor proposes the use of a new Teaming Subcontractor either prior to or subsequent to the award of the individual Task Order. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed Teaming Subcontractor and any other information requested by the cognizant Contracting Officer. Consent may be provided on a one time basis only and should not be construed as authorizing the use of the new Teaming Subcontractor on future Task Orders.

H.38 DOE-H-2059 Preservation of Antiquities, Wildlife, and Land Areas (Oct 2014)

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

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

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

H.39 DOE-H-2061 Change Order Accounting (Oct 2014)

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds $100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the CO or the matter is conclusively disposed of in accordance with the Disputes clause.

H.40 DOE-H-2063 Confidentiality of Information (Oct 2014) (Revised)

(a) Performance of work under this Contract may result in the Contractor having access to Controlled Unclassified Information (CUI), including Official Use Only (OUO) information, via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such CUI includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the CO.

(b) The restrictions set out in paragraph (a) above, however, do not apply to:

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

(2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;

(3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;

(4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or

(5) Information which is subject to release under applicable law.

(c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the CO.

(d) Upon request of the CO, the Contractor agrees to execute an agreement with any party which provides CUI to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of CUI obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the CO for approval.

(e) Upon request of the CO, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.

(f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.41 DOE-H-2064 Use of Information Technology Equipment, Software, and Third Party Services - Alternate I (Oct 2014)

(a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.

(b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.

(c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.

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

(e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.

(f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.

(g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

H.42 DOE-H-2068 Conference Management (Oct 2014)

The Contractor agrees that:

(a) The Contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the Contractor will ensure

conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.

(b) For the purposes of this clause, "conference" is defined in Attachment 2 to the Deputy Secretary's memorandum of August 17, 2015, entitled *Updated Guidance on Conference-Related Activities and Spending*.

(c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:

(1) The Contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:

(i) Covers participation costs in a conference for specified individuals (e.g., students, retirees, speakers, etc.) in a total amount not to exceed $10,000 (by individual contractor for a specific conference); or

(ii) Purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).

(2) The Contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).

(d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.

(e) The Contractor will provide information on conferences they plan to sponsor with expected costs exceeding $100,000 in the Department's Conference Management Tool, including:

(1) Conference title, description, and date;

(2) Location and venue;

(3) Description of any unusual expenses (e.g., promotional items);

(4) Description of contracting procedures used (e.g., competition for space/support);

(5) Costs for space, food/beverages, audio visual, travel / per diem, registration costs, recovered costs (e.g., through exhibit fees); and

(6) Number of attendees.

(f) The Contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed $100,000 until notified of approval by the CO.

(g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the CO.

(1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/trademarks to promote a conference. Exceptions include instances where DOE:

(i) Covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed $10,000 (by individual contractor for a specific conference); or

(ii) Purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space) or provides funding to the conference planners through Federal grants.

(2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.

(3) The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.

(h) For non-Contractor sponsored conferences, the Contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:

(1) Track all conference expenses; and

(2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of $100,000 or greater.

(i) Contractors are not required to enter information on non-sponsored conferences in DOE's Conference Management Tool.

(j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than $10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

H.43 DOE-H-2069 Payments for Domestic Extended Personnel Assignments (Oct 2014) (Revised)

(a) Definition. For purposes of this clause, "domestic extended personnel assignments" are defined as any assignment of contractor personnel to a domestic location different than (and more than 50 miles from) their permanent duty station for a period expected to exceed 30 consecutive calendar days.

(b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:

(1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:

(i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days' lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.

(ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at a

rate not to exceed 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at a reduced rate, not to exceed 55% of Federal per diem.

(iii) Receipts are required to substantiate all lodging expenses and any other authorized expense greater than $75.

(2) The Government will not reimburse any costs associated with per diem (except for en route travel) unless the contractor employee maintains a residence at the permanent duty station.

(3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after three (3) years (except for the reimbursements described above during the last 30 days of the assignment).

(4) If an assignment has breaks within a three-year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three-year clock. For instance, if a contractor employee completes a two-year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new two-year assignment back to location A will restart the three-year clock. The assignments will be considered two separate two-year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was for six months, the Government would consider the second assignment to be a continuation of the first for purposes of the three-year rule.

(5) The Government will not reimburse costs associated with salary premiums that exceed 10% of base salary.

(6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

H.44 DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)

(a) Pursuant to the clause DEAR 952.215-70 entitled, *Key Personnel*, each Task Order will identify the key personnel, if any, who are essential to the work being performed under the Task Order through fill-ins in Table H-2 below:

Table H-2. Key Personnel

Name	Position
[Offeror Fill-In] (as applicable)	[Offeror Fill-In] (as applicable)
[Offeror Fill-In] (as applicable)	[Offeror Fill-In] (as applicable)

Note: The number of required and non-required Key Personnel and the required Key Personnel positions, if any, will be determined at the Task Order level.

In addition to the requirement for the CO's approval before removing, replacing, or diverting any of the listed key personnel, the CO's approval is also required for any change to the position assignment of a current key person.

(1) Key personnel team requirements. The CO and designated COR(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be assigned full-time to their respective positions and their permanent duty station is located on the Site or within the local area. The Contractor shall notify the CO and request approval in writing at least 60 days in advance of any changes to key personnel.

(2) No key person position shall remain vacant for a period more than 30 days following CO approval of a change in key personnel or Contractor will be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated

(3) Approval of changes to key personnel is at the unilateral discretion of the CO.

(b) Definitions. In addition to the definitions contained in the clause DEAR 952.215-70, the following shall apply:

(1) Key personnel are considered "managerial personnel" under the clause DEAR 952.231-71 entitled, *Insurance – Litigation and Claims*.

(2) For the purposes of this Clause, "Changes to Key Personnel," is defined as: (i) any change to the position assignment of a current key person under the Task Order, except for a person who acts for short periods of time, in the place of a key person during his or her absence, the total time of which shall not exceed 30 working days during any given year (ii) utilizing the services of a new substitute key person for assignment to the Contract beyond 30 working days; or (iii) assigning a current key person for work outside the Contract.

(3) For the purposes of this Clause, "Beyond the Contractor's Control," is defined as an event for which the Contractor lacked legal authority or ability to prevent "Changes to Key Personnel".

(c) Contract fee reductions for changes to Key Personnel.

Any key person change according to the definition for "Changes to Key Personnel" above shall be subject to reduction of fee as specified within individual Task Orders.

H.45 DOE-H-2071 Department of Energy Directives (Oct 2014)

(a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-2.

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided 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 the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

(c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.

(d) 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 pursuant to the changes clauses in Section I of this contract.

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

H.46 DOE-H-2072 Use of Government Vehicles by Contractor Employees (Oct 2014)

(a) The Government will provide Government-owned and/or Government-leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clause FAR 52.245-1 entitled, *Government Property* and FAR 52.251-2 entitled, *Interagency Fleet Management System Vehicles and Related Services*.

(b) The Contractor shall ensure that its employees use and operate Government-owned and/or Government-leased motor vehicles in a responsible and safe manner to include the following requirements:

(1) Use vehicles only for official purposes and solely in the performance of the Contract.

(2) Do not use vehicles for transportation between an employee's residence and place of employment, unless authorized by the CO.

(3) Comply with Federal, state and local laws and regulations for the operation of motor vehicles.

(4) Possess a valid state, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.

(5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.

(6) Use seat belts while operating or riding in a Government vehicle.

(7) Do not use tobacco products while operating or riding in a Government vehicle.

(8) Do not provide transportation to strangers or hitchhikers.

(9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause FAR 52.223-18 entitled, *Encouraging Contractor Policies to Ban Text Messaging While Driving*.

(10) In the event of an accident, provide information as may be required by state, county or municipal authorities and as directed by the CO.

(c) The Contractor shall:

(1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and

(2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.

(d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or Government-leased vehicles are to be provided for use by subcontractor employees.

H.47 DOE-H-2075 Prohibition on Funding For Certain Nondisclosure Agreements (Oct 2014)

The Contractor agrees that:

(a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this Contract if such policies, forms or agreements do not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling."

(b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

H.48 DOE-H-2076 Lobbying Restrictions (Nov 2018)

In accordance with 18 U.S.C. § 1913, 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. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.49 DOE-H-2078 Multifactor Authentication for Information Systems

The Contractor shall take all necessary actions to achieve multifactor authentication (MFA) for standard and privileged user accounts of all classified and unclassified networks. In so doing, the Contractor shall

comply with the requirements and procedures established in the document "U.S. Department of Energy Multifactor Authentication Implementation Approach" and its appendices as determined by the Contracting Officer.

H.50 RESERVED

OTHER CLAUSES

H.51 Task Ordering Procedure

(a) A Task Order may be issued under this Master IDIQ Contract for any work scope covered by Section C, Performance Work Statement. Task Orders may be issued as Firm-Fixed-Price (FFP) or Cost-Reimbursement (CR).

(b) All Task Orders shall be completed in accordance with the Master IDIQ Contract requirements, in addition to the requirements as stated within the Task Order. In the event of a conflict between the Task Order and the Contractor's Task Order proposal, the Task Order shall prevail.

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

(d) For Task Orders exceeding $5.5 million, the requirement to provide all awardees a fair opportunity to be considered for each order shall include, at a minimum:

(1) An advance notice of the Task Order that includes a clear statement of the agency's requirements;

(2) A reasonable response period;

(3) Disclosure of the significant factors and subfactors, including cost or price, that the agency expects to consider in evaluating proposals, and their relative importance;

(4) Where award will be made on a best value basis, a written statement documenting the basis for award and the relative importance of quality and price or cost factors; and

(5) An opportunity for a post-award debriefing in accordance with FAR 16.505(b)(6).

(e) In accordance with FAR 16.505(b)(1), each awardee under the Master IDIQ will be given fair opportunity to be considered for Task Orders exceeding $3,500, unless one of the following exceptions in FAR 16.505(b)(2) applies:

(1) The agency need for the supplies or services is so urgent that providing fair opportunity would result in unacceptable delays;

(2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

(3) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;

(4) It is necessary to place an order to satisfy a minimum guarantee;

(5) For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source;

(6) In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), contracting officers may, at their discretion, set aside orders for any of the small business concerns

identified in FAR 19.000(a)(3). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in part 19 apply.

(a) Setting Aside Task Orders greater than $250,000:

(i) Task Order requirements will be considered as possible set aside procurements in accordance with FAR part 19.502-2, and the decision of whether to conduct a FAR part 19 procurement for a requirement will be solely at the discretion of DOE. If such a procurement is conducted, a RTP will be issued among interested small business entities in accordance with Far part 19 with the intention of awarding a Task Order under the Master IDIQ.

(f) Prior to issuing a Task Order, the CO will provide the Contractors with a Request for Task Order Proposal (RTP) including, at a minimum, the following:

(1) A Task Order PWS providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and period of performance, as well as identifying the objectives or results desired from the contemplated Task Order;

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met;

(3) The requirements for the Contractor's Task Order proposal (see reference paragraph (f) below);

(4) A response time for submitting the Task Order proposal.

(g) Task Orders will be issued on forms specified and provided by the Government. Task Orders will be numbered. All Task Order modifications will be issued in writing on a Standard Form 30 and will be numbered sequentially.

(h) If time constraints do not permit issuance of a fully defined Task Order in accordance with the procedures described in this clause, the CO may issue an undefinitized Task Order which includes a Not-To-Exceed ceiling cost/price for which all the terms and conditions will be subsequently negotiated and definitized at a later date. This will only apply in exceptional circumstances, and the Contractor shall support the definitization schedule established by the Government.

(i) The Contractor's Task Order Proposals should include the following, as applicable to individual Task Orders:

(1) Discussion of the technical approach for performing the work;

(2) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government;

(3) A detailed resource-loaded Schedule for the Task Order scope of work;

(4) When Certified Cost or Pricing Data is required in a Task Order proposal, the Contractor shall submit the proposal in accordance with FAR Part 15, Table 15-2 – Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required. If the value of the Task Order Proposal does not exceed the threshold for certified cost or pricing data, the CO may require information other than cost or pricing data, including information related to prices and

cost that would otherwise be defined as certified cost or pricing data if certified. Information other than certified cost or pricing data may be submitted in the Contractor's own format, unless the CO decides that use of a specific format is essential and the format has been described in the RTP.

(5) WBS Dictionary Sheets required to a WBS level to be determined post award by DOE (the WBS submittal shall include a data column which cross references the WBS elements at the lowest level to the appropriate Contract Line Item Number);

(6) Time-phased cost estimate at the WBS or Control Account level (to be determined by DOE);

(7) Basis of estimate at the WBS level or Control Account level (to be determined by DOE);

(8) Task Order proposals shall comply and be in accordance with FAR Part 31 – Contract Cost Principles and Procedures;

(9) Proposed deviations (if any) from the stated PWS requirements;

(10) Contractor's proposed fee or profit; and

(11) Any other information required to determine the reasonableness of the Contractor's proposal.

(j) The Contractor's Task Order Proposals should include separate small business subcontracting goals that afford small businesses with the maximum practicable opportunity to participate in task order performance consistent with efficient performance. In developing its proposed separate small business subcontracting goals, the Contractor shall establish minimum goals for each small business category as follows:

Small Business Category	Small Business Goals [adjust percentage goals as necessary]
Small Businesses (categories below are subsets within this category)	[CO fill-in]
Veteran-Owned Small Business (VOSB)	[CO fill-in]
Service-Disabled Veteran-Owned Small Business (SDVOSB)	[CO fill-in]
Historically Underutilized Business Zone (HUBZone) Small Business	[CO fill-in]
Small Disadvantaged Business (SDB)	[CO fill-in]
Women-Owned Small Business (WOSB)	[CO fill-in]
*The small business subcategories may not necessarily add up to the overall percentage in the Small Business category, since some small businesses may not fall into any of the subcategories, while others may fall into more than one subcategory.	

Proposed small business goals shall be the percent of total subcontracted work specified in each task order in compliance with the Contractor's Master Small Business Subcontracting Plan, the requirements of the Section H clause entitled, *Subcontracted Work*, and FAR 52.219-9.

(k) Procedures for Conducting Task Order Competitions

(1) Pre-proposal

(a) If a pre-proposal conference is held or a draft RTP is issued, there will be an opportunity for submittal of relevant written questions and answers.

(b) Site visits are at the discretion of the CO. If there is an opportunity for site visits, a minimum or fourteen (14) calendar days' notice will be provided to Contractors.

(c) A draft RTP may request limited technical and/or limited cost information.

(2) After submission of proposals, the following exchanges with Contractors will not necessitate exchanges with all Offerors:

(a) Limited exchanges to clarify (without permitting revisions) certain aspects of proposals or to resolve minor or clerical errors.

(b) Obtain agreement to caps on indirect rates.

(c) Change in statutory fixed fee percentage.

(d) Adverse past performance information.

(e) Substitutions of past performance references.

(f) Any other matters pertaining to past performance.

(g) Questions pertaining to locating information in proposals.

(h) Requests for back-up to cost information.

(i) Questions and answers to questions concerning mathematical calculations.

(l) Revisions to Proposals

(1) The CO has the right to not request revised proposals from all Contractors that have submitted proposals in response to an RTP. Based upon consideration of cost and technical submissions, the CO has the right to limit the number of proposals to the greatest number that will permit an efficient competition. The CO has the right to not request revisions from Contractors who have submitted proposals that would require substantial or major revisions and/or if the initial proposal is determined to be technically unacceptable.

(a) The CO has the right to conduct discussions on limited aspects of a proposal and/or limit revisions to only specific parts of the technical or cost proposal based upon a determination that there is nothing in the other sections of the technical and cost proposal that would necessitate any revisions.

(b) The CO has the right to limit negotiations and revisions to fee only.

(c) The CO has the right to not provide information regarding all aspects of the evaluation of the Contractor's proposal and limit the information provided to only the deficiencies and/or significant weaknesses or significant cost issues.

(d) All Contractors which have been requested to submit revisions will be provided a common date by which all final revisions are to be submitted.

(2) Correction of minor errors or inconsistencies will not be considered a revised proposal subject to paragraph (l)(1) above.

(m) Basis for Award of Task Orders: The following methodologies will be used to award Task Orders. They are provided below in no specific order with regard to preference, and the selected method will be specified in the Task Order RTP.

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

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

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

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

(i) Best Value with Technical Merit Significantly More important than Cost/Price;

(ii) Best Value with Cost/Price and Technical Merit Approximately Equal;

(iii) Best Value with Technical Merit Less Important than Cost/Price;

(3) The primary Task Order proposal evaluation technique used will be comparative analysis, followed by selection of the best-suited Offeror, then entering into exchanges and negotiations with that Offeror. Additional details on this method are as follows :

(a) Comparative Analysis - Following receipt of Task Order proposals (including oral presentations, if applicable), DOE will perform a comparative analysis (comparing Offerors' responses to one another) to determine the Offeror that submitted the best proposal as compared to the stated evaluation criteria. FAR Part 15 evaluation techniques will not be used in Task Order evaluations.

(b) With the selection of the best-suited Offeror, DOE reserves the right to enter into exchanges and negotiation with only the top rated Offeror to address any remaining issues to finalize the terms and conditions of the Task Order. These issues may include technical and price elements. If the parties cannot successfully address any remaining issues, and as determined at the sole discretion of DOE, DOE reserves the right to enter into exchanges and negotiations with the next highest rated Offeror based on the original comparative analysis and address any remaining issues with them. Once DOE has begun communications with the next best-suited Offeror, no further communications with the previous Offeror will be entertained until after the Task Order has been awarded. This process shall continue until an agreement is successfully reached and a Task Order is awarded.

(4) Past performance on Task Orders issued under the contract, including quality, timeliness and cost control, may also be considered, in the issuance of a task order under (k)(1) or (k)(2) above. The CO also has the discretion to consider past performance under other contracts in the issuance of a task order under (k)(1) or (k)(2) above. The RTP will identify information, if any, that is to be provided by the Contractor. Requested information may include, but not be limited to, past performance information for the Offeror as defined in FAR 9.601(1), for example, a limited liability company, limited liability partnership, joint venture, or similar

entity or arrangement and Teaming Subcontractor(s). If a Teaming Subcontractor has changed during the contract performance period or a new entity is proposed to perform under the Task Order, past performance information for the new entity may be evaluated as part of the CO's evaluation of that individual Contractor's proposal.

(n) The Contractor's Task Order proposal is subject to review and acceptance by the CO or his/her designee(s). The CO will either accept the terms and conditions of the Contractor's Task Order proposal or negotiate any areas of disagreement with the Contractor. After review and any necessary discussions, the CO may issue a Task Order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and Task Order number.

(3) PWS identifying the objectives or results desired from the Task Order, including special instructions or other information necessary for performance of the work.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (total Task Order value).

(6) Any other resources (e.g., travel, material, equipment, facilities) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) Accounting and appropriation data.

(o) The Contractor shall provide acknowledgement to the CO of receipt of the Task Order within 2 business days after receipt.

(p) The Contractor shall deliver all Task Order specific deliverables as stated in the Task Order.

(q) No protest is authorized in connection with the issuance or proposed issuance of a Task Order except for:

i. A protest on the grounds that the Task Order increases the scope, period, or maximum value of the contract; or

ii. A protest of a Task Order valued in excess of $10 million (10 U.S.C. 2304c(e)). Protests of Task Orders in excess of $10 million may only be filed with the Government Accountability Office in accordance with the procedures at FAR 33.104.

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

H.52 Subcontracted Work

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least [percentage determined as a CO fill-in for each Task Order] percent of the value of the Task Order to small businesses. The Contractor's subcontracted work shall be in compliance with the approved Section J, Attachment J-5 entitled, *Master Small Business Subcontracting Plan* and the separate subcontracting goals submitted and approved at the Task Order level. Unless otherwise approved in advance by the CO, work to be performed by subcontractors selected after Contract and LLNL Building 251 DD&R Task Order award shall be acquired through competitive procurements with an emphasis on fixed-price subcontracts to the extent practicable. The use of cost-reimbursement, time-and-materials, and labor-hour subcontracts shall be minimized.

The separate subcontracting goals submitted at the Task Order level shall identify timely, discrete, and meaningful scopes of work that can be awarded to small business concerns. Meaningful work is work that is important to the performance of the technical and management approach defined by the prime contractor. It is characterized by strong technical content (e.g., discrete and distinct technical or programmatic scopes of work) and contributes to the successful achievement of DOE's goals. It should have a performance-based outcome that directly contributes to the overall contract outcome(s). Also, the Contractor shall respond to past performance inquiries for subcontractors upon request from DOE and other Federal agencies.

H.53 Parent Organization Support

(a) For onsite work, fee generally provides adequate compensation for parent organization expenses incurred in the general management of this Contract and resulting Task Order(s). The general construct of this Contract results in minimal parent organization investment (in terms of its own resources, such as labor, material, overhead, etc.) in the work. DOE provides Government-owned facilities, property, and other needed resources.

Accordingly, allocations of parent organization expenses are unallowable for the prime contractor, teaming subcontractors, and/or teaming partners, unless authorized by the CO in accordance with this Clause.

(b) The Contractor may propose, or DOE may require, parent organization support to:

(1) Monitor safety and performance in the execution of Contract/Task Order requirements;

(2) Ensure achievement of Contract/Task Order environmental cleanup and closure commitments;

(3) Sustain excellence of Contract/Task Order key personnel;

(4) Ensure effective internal processes and controls for disciplined Contract/Task Order execution;

(5) Assess Contract/Task Order performance and apply parent organization problem-solving resources on problem areas; and

(6) Provide other parent organization capabilities to facilitate Contract/Task Order performance.

H.54 Subcontractor Timekeeping Records Signature Requirement

The Contractor shall obtain timecards for all hourly subcontract employees, at all tiers, performing on non-fixed-price subcontracts. For purposes of this Clause, non-fixed-price subcontracts are those of a type containing a cost reimbursable or variable component in them, which includes those contract types covered by FAR Subpart 16.3, Cost Reimbursement Contracts, FAR Section 16.405, Cost Reimbursement Incentive Contracts, and FAR Subpart 16.6, Time and Materials, Labor Hour, and Letter Contracts. Note that the requirements of this Clause also pertain to Task Orders, tasks, and/or Contract Line Items Numbers from Indefinite Delivery (see FAR Subpart 16.5, Indefinite Delivery Contracts) and hybrid contracts that are of a type covered by the FAR citations in the prior sentence. The timecards must be obtained by the Contractor prior to the Contractor paying for these subcontract costs and prior to billing DOE for these costs. The timecards must reflect actual hours worked, be signed by the subcontract employee and be certified by the subcontract employees' supervisor prior to the Contractor obtaining them. Subcontractors at all tiers performing work under non-fixed-price subcontracts shall maintain adequate timekeeping procedures, controls, and processes for billing Government work. The Contractor shall, at least once every three years, conduct a labor audit of non-fixed-price subcontracts. The audit shall be conducted to unmodified Institute of Internal Auditors standards, if conducted internally, or unmodified Generally Accepted Government Auditing Standards (GAGAS), if conducted externally. This Clause shall be flowed down to all non-fixed-price subcontracts at all tiers.

H.55 Energy Employees Occupational Illness Compensation Program Act (EEOICPA)

The Contractor shall provide support of the EEOICPA established under Title XXXVI of the National Defense Authorization Act of 2001 (Public Law 106-398). The Contractor shall provide records in accordance with the Section I Clause entitled, DEAR 970.5204-3, Access to and Ownership of Records in support of EEOICPA claims and the claim process under the EEOICPA.

The Contractor shall:

(a) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors' employees;
(b) Provide reports as directed by DOE, such as costs associated with EEOICPA;
(c) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by DOE;
(d) Locate, retrieve and provide a copy of any personnel and other program records as requested;
(e) Perform records research needed to complete the Department of Labor (DOL) claims or to locate records needed to complete the claims or other related EEOICPA requests;
(f) Ensure cost information is submitted to the DOE EEOICPA POC by the tenth of each month; and
(g) Ensure all EEOICPA Claims received are completed and returned to DOE within 45 calendar days of the date entered in the Federal Compensation Program Act (FCPA) electronic reporting system.

H.56 Environmental Compliance

(a) General. The Contractor is required to comply with permits, consent decrees, administrative orders, and settlement agreements between the DOE and federal and state regulatory agencies.

(b) Environmental Permits. This Clause addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple contractors are permittees.

(1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the contract that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the Contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from federal, state, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under each Task Order.

Under this permit scenario, the Contractor shall make no commitments or set precedents that are detrimental to DOE or other site contractors. The Contractor shall coordinate its permitting activities with DOE, and with other contractors which may be affected by the permit or precedent established therein, prior to taking the permit action. Whenever reasonably possible, all such materials shall be provided to DOE and other affected site contractors not later than 90 days prior to the date they are to be submitted to the regulatory agency. Any such schedule revision shall be effective only upon approval from the CO.

(2) DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor shall coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. The Contractor shall be responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit

requirement. Notification by the Contractor to DOE may be initially verbal with written documentation fully explaining the impact and the reason/rationale for the impact and possible consequences. Whenever reasonably possible all such materials shall be provided to DOE not later than 90 days prior to the date they are to be submitted to the regulatory agency.

(3) Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the Contractor shall coordinate as appropriate with DOE and contractors affected by the permit.

(c) Permit Applications. The Contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to regulatory agencies for the purposes of obtaining a permit. Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The Contractor shall normally provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence. Special circumstances may require permits to be submitted in a shorter timeframe. As soon as the Contractor is aware of any such special circumstance, the Contractor shall provide notice to DOE as to the timeframe in which the documents will be submitted to DOE. The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature, schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such requests shall be submitted 30 days before such material would ordinarily be required to be provided to DOE. Any such schedule revision shall be effective only upon approval from the CO.

(d) Copies, Technical Information. The Contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory agencies. DOE will, upon request, make available to the Contractor access to copies of environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the Contractor may need to comply with under applicable law. The Contractor shall and DOE will provide to each other copies of all documentation, such as letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the contract work. The Contractor and DOE shall maintain all necessary technical information and regulatory analysis required to support applications for revision of DOE or other Site contractor environmental permits when such regulatory analysis, applications or revisions are related to the Contractor's operations. Upon request, the Contractor or DOE shall provide to the other party access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. Unless specific text is required by the regulation or permit, the Contractor shall provide to DOE a certification statement relating to such technical information in the form required by the following paragraph.

(e) Certifications. The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.

Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

The certification statement shall be signed by the individual authorized to sign such certification statements submitted to federal or state regulatory agencies under the applicable regulatory program.

(f) Termination, Expiration, Permit Transfer. In the event of expiration or termination of this Contract, DOE may require the Contractor to take all necessary steps to transfer some or all environmental permits held by the Contractor. DOE will assume responsibility for such permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. The Contractor shall remain liable for all unresolved costs, claims, demands, fines, and penalties, including reasonable legal costs, arising prior to the date such permits are transferred to another party. The Contractor shall not be liable for any such claims occurring after formal transfer unless said claims result from the Contractor's action or inaction that occurred prior to transfer.

(g) Miscellaneous. The Contractor shall accept assignment or transfer of permits pertaining to matters under this Contract currently held by DOE and its existing Contractor. The Contractor may submit for DOE's consideration requests for alternate review, comment, or signature schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such schedule revision shall be effective only upon written approval from the CO.

H.57 Partnering

The Contractor and the Government will establish a non-binding, signed Partnering Agreement for the cleanup of the [insert site name] Site. The agreement will establish a common vision with supporting goals and objectives, and expectations of doing business together in a manner that brings the best value to the Government. Partnering between DOE and the Contractor shall be conducted in a manner similar to the DOD Integrated Product and Process Development (IPPD) framework. The IPPD technique simultaneously integrates all essential activities to facilitate meeting cost and performance objectives.

H.58 Laws, Regulations, and DOE Directives

(a) In performing work under this Contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. Section J, Attachment J-2 List A, Applicable Federal, State and Local Regulations may be appended to this Contract for information purposes. Omission of any applicable law or regulation from the Contract 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, until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism.

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

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

H.59 National Nuclear Security Administration/Environmental Management Strategic Sourcing Partnership

The Contractor shall participate in the National Nuclear Security Administration (NNSA)/Environmental Management (EM) Strategic Sourcing Partnership. Under this partnership, EM contractors shall work with the NNSA/EM Supply Chain Management Center to yield an enterprise-wide, synergistic strategic sourcing solution that leverages NNSA and EM purchasing power to gain pricing, processing, and report efficiencies to reduce costs overall for the Government.

H.60 Mentor-Protégé Program

Both DOE and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, historically black colleges and universities and minority institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service-disabled veterans in enhancing its business abilities. At the completion of the Transition/Task Order Implementation Period, the Contractor shall mentor at least one (1) active Protégés (whether new or existing) through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégés will develop and submit “lessons learned” evaluations to DOE at the conclusion of the each Task Order.

(a) DOE Mentor-Protégé Agreements shall be in accordance with DEAR Subpart 919.70 entitled, The Department of Energy Mentor-Protégé Program.

(b) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

H.61 Department of Energy National Training Center

The Contractor is encouraged to utilize the DOE National Training Center (NTC) training resources for occupational health, safety, safeguards, and security. NTC training is funded by DOE with no cost to the Contractor. NTC course offerings, information on NTC site certification, enrollment, and contact information can be found at https://ntc.doe.gov.

NTC training should be considered common core fundamental material. The Contractor may need to provide gap training to address site specifics identified through its approved Integrated Safety Management Program and associated program plans required by existing DOE requirements. Gap training should not repeat fundamental training core content.

H.62 Management of Accountable Property

Accountable personal property is any property item with an original unit acquisition cost of $10,000 or more; or meeting the precious metals, sensitive, or high-risk personal property definitions. Accountable property records must be managed and maintained current in a property management system of record from inception to formal disposition and removal from DOE inventory.

H.63 Real Property Asset Management

(a) The Contractor shall comply with Departmental requirements and guidance involving the acquisition, management, maintenance, disposition, or disposal of real property assets to ensure that real property assets are available, utilized, and in a suitable condition to accomplish DOE's missions in a safe, secure, sustainable, and cost-effective manner. Contractors shall meet these functional requirements through tailoring their business processes and management practices, and using standard industry practices and standards as applicable. The Contractor shall flow down these requirements to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

(b) The Contractor shall:

(1) Submit all real estate actions to acquire, utilize, and dispose of real property assets to DOE for review and approval and maintain complete and current real estate records.

(2) Perform physical condition and functional utilization assessments on each real property asset at least once every five-year period or at another risk-based interval, as approved by EM-1, based on industry leading practices, voluntary consensus standards, and customary commercial practices.

(3) Establish a maintenance management program including a computerized maintenance management system; a condition assessment system; a master equipment list; maintenance service levels; a method to determine for each asset the minimum acceptable level of condition; methods for categorizing deficiencies as either deferred maintenance and repair or repair needs; management of the deferred maintenance and repair backlog; a method to prioritize maintenance work; and a mechanism to track direct and indirect funded expenditures for maintenance, repair, and renovation at the asset level.

(4) Maintain Facilities Information Management System (FIMS) data and records for all lands, buildings, trailers, and other structures and facilities. FIMS data must be current and must be verified annually.

Part II – Contract Clauses

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 these addresses:

https://www.acquisition.gov/?q=browsefar

http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation

I.2 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 Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.3	52.202-1	Definitions (Nov 2013)	
I.4	52.203-3	Gratuities (Apr 1984)	
I.5	52.203-5	Covenant Against Contingent Fees (May 2014)	
I.6	52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)	
I.7	52.203-7	Anti-Kickback Procedures (May 2014)	
I.8	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
I.9	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
I.10	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)	
I.11	52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)	
I.12	52.203-14	Display of Hotline Poster(s) (Oct 2015)	(b)(3) DOE IG Hotline Poster
I.13	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)	
I.14	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.15	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	
I.16	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
I.17	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018)	
I.18	52.204-13	System for Award Management Maintenance (Oct 2018)	
I.19	52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)	
I.20	52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)	
I.21	52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
I.22	52.204-21 Full Text Below	Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)	
I.23	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)	
I.24	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)	
I.25	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)	
I.26	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)	
I.27	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)	
I.28	52.210-1	Market Research (Apr 2011)	
I.29	52.215-2	Audit and Records – Negotiation (Oct 2010)	
I.30	52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)	
I.31	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)	
I.32	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications (Aug 2011)	
I.33	52.215-12	Subcontractor Certified Cost or Pricing Data (Oct 2010)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.34	52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (Oct 2010)	
I.35	52.215-14	Integrity of Unit Prices (Oct 2010) – Alt. I (Oct 1997)	
I.36	52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
I.37	52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) **NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.**	
I.38	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (Jul 2005)	
I.39	52.215-19	Notification of Ownership Changes (Oct 1997)	
I.40	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Oct 2010) – Alt III (Oct 1997)	(c) CD-ROM, as requested by the Contracting Officer.
I.41	52.215-23	Limitations on Pass-Through Charges (Oct 2009)	
I.42	52.216-7	Allowable Cost and Payment (Aug 2018) as modified by DEAR 952.216-7 **(Applies to CR Task Orders Only)**	(a)(3) 14th (cost invoices) and 14th (fee invoices)
I.43	52.216-8	Fixed Fee (Jun 2011)	
I.44	52.216-9	Fixed Fee – Construction (Jun 2011)	
I.45	52.216-10	Incentive Fee (Jun 2011)	(e)(1) 30, 30, 15, zero
I.46	52.216-11	Cost Contract – No Fee (Apr 1984) Applies to CR Task Orders without fee only)	
I.47	52.216-18 Full Text Below	Ordering (Oct 1995)	(a) from effective date of contract award through the end of the total contract ordering period
I.48	52.216-19 Full Text Below	Order Limitations (Oct 1995)	(a) $50,000 (b)(1) $3,000,000,000 (b)(2) $3,000,000,000 (b)(3) 365 (d) 5
I.49	52.216-22 Full Text Below	Indefinite Quantity (Oct 1995)	(d) five years beyond the expiration date of the contract ordering period
I.50	52.217-8	Option to Extend Services (Nov 1999)	Any time prior to the expiration of the

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
			Contract or Task Order, as applicable
I.51	52.217-9 Full Text Below	Option to Extend the Term of the Contract (Mar 2000) (Applies to Task Orders with an Option(s) only)	(a) TBD on Task Order Level; TBD on Task Order level (c) TBD on Task Order level.
I.52	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)	N/A
I.53			
I.54	52.219-8	Utilization of Small Business Concerns (Oct 2018)	
I.55	52.219-9	Small Business Subcontracting Plan (Aug 2018) – Alternate II (Nov 2016)	
I.56	52.219-13	Notice of Set-Aside of Orders (Nov 2011)	
I.57	52.219-14	Limitations on Subcontracting (Jan 2017)	
I.58	52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	
I.59	52.219-28	Post-Award Small Business Program Re-representation (Jul 2013)	(g)
I.60	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
I.61	52.222-2	Payment for Overtime Premiums (Jul 1990) (Applies to non-CPIF CR Task Orders only)	(a) zero
I.62	52.222-3	Convict Labor (Jun 2003)	
I.63	52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation (May 2018)	
I.64	52.222-6	Construction Wage Rate Requirements (Aug 2018) (Applies to construction work only)	
I.65	52.222-7	Withholding of Funds (May 2014) (Applies to construction work only)	
I.66	52.222-8	Payrolls and Basic Records (Aug 2018) (Applies to construction work only)	
I.67	52.222-9	Apprentices and Trainees (Jul 2005) (Applies to construction work only)	
I.68	52.222-10	Compliance with Copeland Act Requirements (Feb 1988) (Applies to construction work only)	
I.69	52.222-11	Subcontracts (Labor Standards) (May 2014) (Applies to construction work only)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.70	52.222-12	Contract Termination—Debarment (May 2014) (Applies to construction work only)	
I.71	52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014) (Applies to construction work only)	
I.72	52.222-14	Disputes Concerning Labor Standards (Feb 1988) (Applies to construction work only)	
I.73	52.222-15	Certification of Eligibility (May 2014) (Applies to construction work only)	
I.74	52.222-16	Approval of Wage Rates (May 2014) (Applies to construction work only)	
I.75	52.222-17	Nondisplacement of Qualified Workers (May 2014)	
I.76	52.222-19	Child Labor – Cooperation with Authorities and Remedies (Oct 2019)	
I.77	52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 (May 2014)	
I.78	52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
I.79	52.222-26	Equal Opportunity (Sep 2016)	
I.80	52.222-27	Affirmative Action Compliance Requirements for Construction (Apr 2015) (Applies to construction work only)	
I.81	52.222-30	Construction Wage Rate Requirements—Price Adjustment (None or Separately Specified Method) (Aug 2018) (Applies to construction work only)	
I.82	52.222-31	Construction Wage Rate Requirements – Price Adjustment (Percentage Method) (Aug 2018) (Applies to FFP Task Orders only) (Applies to construction work only)	(b)(1) TBD on Task Order level (b)(2) TBD on Task Order level
I.83	52.222-32	Construction Wage Rate Requirements—Price Adjustment (Actual Method) (Aug 2018) (Applies to FFP Task Orders only) (Applies to construction work only)	
I.84	52.222-34	Project Labor Agreement (May 2010) (Applies to construction or D&D work only)	
I.85	52.222-35 Full Text Below	Equal Opportunity for Veterans (Oct 2015)	
I.86	52.222-36 Full Text Below	Equal Opportunity for Workers With Disabilities (Jul 2014)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.87	52.222-37	Employment Reports on Veterans (Feb 2016)	
I.88	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
I.89	52.222-41	Service Contract Labor Standards (Aug 2018) (Applies to services work only)	
I.90	52.222-42 Full Text Below	Statement of Equivalent Rates for Federal Hires (May 2014)	See full text below
I.91	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)	
I.92	52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (Applies to FFP Task Orders only)	
I.93	52.222-50	Combating Trafficking in Persons (Jan 2019)	
I.94	52.222-54	Employment Eligibility Verification (Oct 2015)	
I.95	52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015)	
I.96	52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2017)	
I.97	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)	
I.98	52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)	(b) None
I.99	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
I.100	52.223-6	Drug-Free Workplace (May 2001)	
I.101	52.223-9 Full Text Below	Estimate of Percentage of Recovered Material Content for EPA Designated Items (May 2008)	(b)(2) the Contracting Officer
I.102	52.223-10	Waste Reduction Program (May 2011)	
I.103	52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)	
I.104	52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016)	
I.105	52.223-13	Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014)	
I.106	52.223-14	Acquisition of EPEAT®-Registered Televisions (Jun 2014)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.107	52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)	
I.108	52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015)	
I.109	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (Aug 2018)	
I.110	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)	
I.111	52.223-19	Compliance with Environmental Management Systems (May 2011)	
I.112	52.223-20	Aerosols (Jun 2016)	
I.113	52.223-21	Foams (Jun 2016)	
I.114	52.224-1	Privacy Act Notification (Apr 1984)	
I.115	52.224-2	Privacy Act (Apr 1984)	
I.116	52.224-3	Privacy Act Training (Jan 2017)	
I.117	52.225-1	Buy American – Supplies (May 2014)	
I.118	52.225-8	Duty-Free Entry (Oct 2010)	
I.119	52.225-9 Full Text Below	Buy American – Construction Materials (May 2014)	(b)(2) None
I.120	52.225-11 Full Text Below	Buy American – Construction Materials Under Trade Agreements (DOE DEVIATION) (Feb 2008)	(b)(3) None
I.121	52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)	
I.122	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	
I.123	52.227-1	Authorization and Consent (Dec 2007)	
I.124	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	
I.125	52.227-3	Patent Indemnity (Apr 1984)	
I.126	52.227-4	Patent Indemnity – Construction Contracts (Dec 2007)	
I.127	52.227-9	Refund of Royalties (Apr 1984)	
I.128	52.227-14	Rights in Data – General (May 2014) – Alt II (Dec 2007, Alt III (Dec 2007), Alt V (Dec 2007) (as modified by DEAR 927.409)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.129	52.227-16	Additional Data Requirements (Jun 1987)	
I.130	52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	None
I.131	52.228-2	Additional Bond Security (Oct 1997)	
I.132	52.228-5	Insurance – Work On A Government Installation (Jan 1997) (Applies to FFP Task Orders only)	
I.133	52.228-11	Pledges of Assets (Aug 2018)	
I.134	52.228-12	Prospective Subcontractor Requests for Bonds (May 2014)	
I.135	52.228-14	Irrevocable Letter of Credit (Nov 2014)	
I.136	52.228-15	Performance and Payment Bonds-Construction (Oct 2010)	
I.137	52.229-3	Federal, State, and Local Taxes (Feb 2013)	
I.138	52.230-2	Cost Accounting Standards (Oct 2015) [Class Deviation CAAC Letter 2018-03 – May 3, 2018 (Issued by DOE Policy Flash 2018-30)] (DEVIATION)	
I.139	52.230-6	Administration of Cost Accounting Standards (Jun 2010)	
I.140	52.232-1	Payments (Apr 1984)	
I.141	52.232-5	Payments under Fixed-Price Construction Contracts (May 2014)	
I.142	52.232-8	Discounts for Prompt Payment (Feb 2002)	
I.143	52.232-9	Limitation on Withholding of Payments (Apr 1984)	
I.144	52.232-11	Extras (Apr 1984)	
I.145	52.232-17	Interest (May 2014)	
I.146	52.232-18	Availability of Funds (Apr 1984)	
I.147	52.232-22	Limitation of Funds (Apr 1984)	
I.148	52.232-23	Assignment of Claims (May 2014)	
I.149	52.232-25	Prompt Payment (Jan 2017) – Alternate I (Feb 2002) (Alternate I applies to CR Task Orders Only)	
I.150	52.232-27	Prompt Payment for Construction Contracts (Jan 2017) (Applies to construction work only)	
I.151	52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)	
I.152	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.153	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
I.154	52.233-1	Disputes (May 2014) – Alternate I (Dec 1991)	
I.155	52.233-3	Protest after Award (Aug 1996) – Alternate I (Jun 1985)	
I.156	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
I.157	52.236-1	Performance of Work by the Contractor (Apr 1984) (Applies to FFP construction work only)	TBD on Task Order level
I.158	52.236-2	Differing Site Conditions (Apr 1984) (Applies to FFP construction or D&D work only)	
I.159	52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984) (Applies to FFP construction or D&D work only)	
I.160	52.236-5	Material and Workmanship (Apr 1984) (Applies to construction work only)	
I.161	52.236-6	Superintendence by the Contractor (Apr 1984) (Applies to FFP construction or D&D work only)	
I.162	52.236-7	Permits and Responsibilities (Nov 1991) (Applies to construction or D&D work only)	
I.163	52.236-8	Other Contracts (Apr 1984) (Applies to FFP construction or D&D work only)	
I.164	52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984) (Applies to FFP construction or D&D work only)	
I.165	52.236-10	Operations and Storage Areas (Apr 1984) (Applies to FFP construction or D&D work only)	
I.166	52.236-11	Use and Possession Prior to Completion (Apr 1984) (Applies to FFP construction work only)	
I.167	52.236-12	Cleaning Up (Apr 1984) (Applies to FFP construction or D&D work only)	
I.168	52.236-13	Accident Prevention (Nov 1991) – Alt I (Nov 1991) (Applies to FFP construction or D&D work only)	
I.169	52.236-14	Availability and Use of Utility Services (Apr 1984) (Applies to FFP construction or D&D work only)	
I.170	52.236-15	Schedules for Construction Contracts (Apr 1984) (Applies to FFP construction or D&D work only)	
I.171	52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts (Apr 1984) (Applies to CR construction work only)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.172	52.236-19	Organization and Direction of the Work (Apr 1984) (Applies to CR construction work only)	
I.173	52.236-21	Specifications and Drawings for Construction (Feb 1997) - Alt I (Apr 1984) or Alt II (Apr 1984), as appropriate (Applies to FFP construction or D&D work only)	[Alt II fill-in TBD on Task Orders, when applicable]
I.174	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984) (Applies to CR construction work only)	
I.175	52.237-3	Continuity of Services (Jan 1991)	
I.176	52.239-1	Privacy or Security Safeguards (Aug 1996)	
I.177	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	
I.178	52.242-3	Penalties for Unallowable Costs (May 2014)	
I.179	52.242-4	Certification of Final Indirect Costs (Jan 1997)	
I.180	52.242-5	Payments to Small Business Subcontractors (Jan 2017)	
I.181	52.242-13	Bankruptcy (Jul 1995)	
I.183	52.243-1	Changes – Fixed Price (Aug 1987) – Alt II (Apr 1984)	
I.184	52.243-2	Changes – Cost-Reimbursement (Aug 1987) – Alt I (Apr 1984), Alt II (Apr 1984), Alt III (Apr 1984)	
I.185	52.243-4	Changes (Jun 2007)	
I.186	52.243-6	Change Order Accounting (Apr 1984)	
I.187	52.243-7	Notification of Changes (Jan 2017)	
I.188	52.244-2	Subcontracts (Oct 2010) – Alternate I (Jun 2007)	(d) The DOE Contracting Officer will issue within 30 days from Notice to Proceed a letter to the Contractor setting thresholds for consent to subcontract for all subcontract types; (j) N/A
I.189	52.244-5	Competition in Subcontracting (Dec 1996)	
I.190	52.244-6	Subcontracts for Commercial Items (Aug 2019)	
I.191	52.245-1	Government Property (Jan 2017)	
I.192	52.245-9	Use and Charges (Apr 2012)	
I.193	52.246-25	Limitation of Liability – Services (Feb 1997)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.194	52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy; Contract No. 89303320DEM000048; the Contract Administration Office specified in Section G
I.195	52.247-63	Preference for U.S.-Flag Air Carriers (June 2003)	
I.196	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)	
I.197	52.247-67 Full Text Below	Submission of Transportation Documents for Audit (Feb 2006)	
I.198	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	
I.199	52.248-1	Value Engineering (Oct 2010)	(m) 89303320DEM000048
I.200	52.248-3	Value Engineering—Construction (Oct 2015) (Applies to construction work only)	(i) 89303320DEM000048
I.201	52.249-2	Termination for the Convenience of the Government (Fixed-Price) (Apr 2012) (Applies to FFP Task Orders only)	
I.202	52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (Apr 2012) (Applies to FFP D&D Task Orders only)	
I.203	52.249-6	Termination (Cost-Reimbursement) (May 2004) – Alternate I (Sep 1996) (Alt I Applies to CR Task Orders for construction only)	
I.204	52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984) (Applies to FFP Task Orders only)	
I.205	52.249-10	Default (Fixed-Price Construction) (Apr 1984) – Alt I (Apr 1984) (Alt I Applies to FFP construction or D&D Task Orders only)	
I.206	52.249-14	Excusable Delays (Apr 1984) (Applies to CR Task Orders only)	
I.207	52.251-1	Government Supply Sources (Apr 2012)	
I.208	52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.209	52.253-1	Computer Generated Forms (Jan 1991)	
I.210	952.202-1	Definitions (Feb 2011)	
I.211	952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	
I.212	952.204-2	Security Requirements (Aug 2016)	
I.213	952.204-70	Classification/Declassification (Sep 1997)	
I.214	952.204-75	Public Affairs (Dec 2000)	
I.215	952.204-77	Computer Security (Aug 2006)	
I.216	952.208-7	Tagging of Leased Vehicles (Apr 1984)	
I.217	952.208-70	Printing (Apr 1984)	
I.218	952.209-72	Organizational Conflicts of Interest (Aug 2009) – Alternate I (Feb 2011)	(b)(1)(i) zero (0)
I.219	952.215-70	Key Personnel (Dec 2000)	
I.220	952.216-7	Allowable Cost and Payment (Feb 2011)	
I.221	952.217-70	Acquisition of Real Property (Mar 2011)	
I.222	952.223-72	Radiation Protection and Nuclear Criticality (Apr 1984)	
I.223	952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	
I.224	952.223-78	Sustainable Acquisition Program (Oct 2010) – Alt I (Oct 2010) (Alt I applies to Task Orders for construction only)	
I.225	952.225-70	Subcontracting for Nuclear Hot Cell Services (Mar 1993)	
I.226	952.225-71	Compliance with Export Control Laws and Regulations (Nov 2015)	
I.227	952.226-74	Displaced Employee Hiring Preference (Jun 1997)	
I.228	952.231-71	Insurance—Litigation and Claims (Jul 2013)	
I.229	952.242-70	Technical Direction (Dec 2000)	
I.230	952.245-5	Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) (Dec 2012)	
I.231	952.247-70	Foreign Travel (Jun 2010)	
I.232	952.250-70	Nuclear Hazards Indemnity Agreement (Aug 2016)	
I.233	952.251-70	Contractor Employee Travel Discounts (Aug 2009)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.234	970.5204-3 Full Text Below	Access to and Ownership of Records (Oct 2014) (DEVIATION)	
I.235	970.5204-1	Counterintelligence (Dec 2010)	
I.236	970.5204-2	Laws, Regulations, and DOE Directives (Dec 2000)	
I.237	970.5215-3	Conditional Payment of Fee, Profit, and Other Incentives—Facility Management Contracts (Aug 2009) –Alt II (Aug 2009)	
I.238	970.5217-1	Strategic Partnership Project Program (Non-DOE Funded Work) (Apr 2015)	
I.239	970.5223-1	Integration of Environment, Safety, and Health into Work Planning and Execution (Dec 2000)	
I.240	970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	
I.241	970.5227-1	Rights in Data-Facilities (Dec 2000)	89303320DEM000048
I.242	970.5231-4	Preexisting Conditions (Dec 2000)	
I.243	970.5232-3 Alt. 19 II	Accounts, Records, and Inspection (Dec 2010)	

Acronyms:
CPIF = cost plus incentive fee
CR = cost reimbursement
D&D = decontamination and decommissioning
DEAR = U.S.Department of Energy Acquisition Regulation
DOE = U.S. Department of Energy
EPA = U.S. Environmental Protection Agency
FAR = Federal Acquisition Regulation
FFP = firm fixed price
HUBZone = Historically Underutilized Business Zone
PRB = post-retirement benefit
TBD = to be determined

This contract incorporates one or more clauses by reference as indicated in the matrix above.

Any clauses that are included in full text are listed below and include the same Section I identifier in parentheses as was used above.

(I.22) FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

(a) Definitions. As used in this clause–

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the

Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement sub-networks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(I.47) FAR 52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of contract award, as defined in Section F.3, DOE-F-2003 entitled, Period of Performance, through the end of the total contract ordering period as specified in Section F.

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

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

(I.48) FAR 52.216-19 Order Limitations (Oct 1995)

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

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

(1) Any order for a single item in excess of $3B;

(2) Any order for a combination of items in excess of $3B; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not

to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(I.49) FAR 52.216-22 Indefinite Quantity (Oct 1995)

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

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

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

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

(I.50) FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000) (Applies to Task Orders with an option(s) only)

(a) The Government may extend the term of this contract by written notice to the Contractor within TBD on Task Order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least TBD on Task Order level. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed TBD on Task Order level (months) (years).

(I.85) FAR 52.222-35 Equal Opportunity for Veterans (Oct 2015)

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(I.86) FAR 52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(I.90) FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause will be tailored in the Request for Task Order Proposal on individual Task Orders to identify the classes of service employees expected to be employed under the Task Order and state 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 (please refer to Section J, Attachment J-6 for Wage Determinations applicable to this Contract).

Table I-2. Classes of Service, Wage, and Fringe Benefits

Classifications	Grade	Equivalent Pay
TBD on Task Orders	TBD on Task Orders	TBD on Task Orders

(I.101) FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA Designated Items (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 the Contracting Officer.

(I.119) FAR 52.225-9, Buy American – Construction Materials (May 2014)

(a) Definitions. As used in this clause:

"Commercially available off-the-shelf (COTS) item"

(1) Means any item of supply (including construction material) that is:

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means:

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means:

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if:

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

_____

[None]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including:

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iv) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(v) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)
Item 1			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2			
Foreign construction material	_____	_____	_____
Domestic construction material			

(I.120) FAR 52.225-11 Buy American—Construction Materials Under Trade Agreements (DOE DEVIATION) (Feb 2008)

(a) Definitions. As used in this clause-

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore); or

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

"Domestic construction material" means-

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"Free Trade Agreement country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Least developed country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"WTO GPA country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1			
Foreign construction material			
Domestic construction material	_____	_____	_____
Item 2			
Foreign construction material	_____	_____	_____
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(I.197) 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:

[Contracting Officer identified in Section G]

(I.234) DEAR 970.5204-3 Access To and Ownership of Records (Oct 2014) (DEVIATION)

(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, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR,) Chapter XII, -- Subchapter B, "Records Management". The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."

(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.

(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 those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.

(2) Confidential contractor financial information, internal corporate governance records 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 48 CFR 970.5232-3 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.

(c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as

directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.

(d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.

(f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR) Chapter XII, Subchapter B, “Records Management” and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.

(g) Subcontracts.

(1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223–72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

(2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

Part III - List of Documents, Exhibits, and Other Attachments

List of Attachments

DOE-J-2001 List of Attachments (Oct 2015)

The following attachments constitute part of this Contract:

Attachment Number	Title of Attachment
J-1	Acronym List
J-2	Requirements Sources and Implementing Documents
J-3	Government-Furnished Services and Information Matrix (to be included in each individual Task Order)
J-4	Performance Guarantee (to be included in each individual Task Order)
J-5	Master Small Business Subcontracting Plan (to be inserted at the time of contract award)
J-6	Wage Determinations (to be included in each individual Task Order)
J-7	Deliverables (to be included in each individual Task Order)
J-8	Community Commitment Plan (to be included in each individual Task Order, as applicable)

SECTION J - ATTACHMENT J-1
ACRONYM LIST

A&E	Architect and Engineering
ACO	Administrative Contracting Officer
ADA	Americans with Disabilities Act
AIPT	Acquisition Integrated Planning Team
Al	Aluminum
AL	Acquisition Letter
APAT	Advanced Planning Acquisition Team
A&PC	Analytical and Process Chemistry
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
CHRM	Contractor Human Resources Management
CLIN	Contract Line Item Number
CMP	Contract Management Plan
CMS	Corrective Measures Study
CO	Contracting Officer
COR	Contracting Officer's Representative
CPAF	Cost-Plus-Award-Fee
CPIF	Cost-Plus-Incentive-Fee
DD&R	Deactivation, Decommissioning and Removal
DEAR	Department of Energy Acquisition Regulations
DOE	U.S. Department of Energy
DPAS	Defense Priorities and Allocations System
DSA	Documented Safety Analysis
DTC	Design-To-Cost
EM	Office of Environmental Management
EM-PAB	EM Program Advisory Board
EMCBC	Environmental Management Consolidated Business Center
EPA	U.S. Environmental Protection Agency
EPAct	Energy Policy Act
ESAAB	Energy Systems Acquisition Advisory Board
EVMS	Earned Value Management System
FAR	Federal Acquisition Regulation
FBO	Federal Business Opportunities
FFP	Firm-Fixed-Price
FOCI	Foreign Ownership, Control, or Influence
FUR	Fixed Unit Rate
FY	Fiscal Year
FYWP	Fiscal Year Work Plan
G	Guidance
GC	General Counsel
GFP	Government Furnished Property
GFSI	Government Furnished Services and Information
GINA	Genetic Information and Non Discrimination Law
GPE	Government Point-of-Entry
HCA	Head of Contracting Activity
HHE	Human Health and the Environment
HLW	High Level Waste
HSPD	Homeland Security Presidential Direction

I&C	Instrumentation and Calibration
IAT	Integrated Acquisition Team
IDIQ	Indefinite Delivery Indefinite Quantity
IGCE	Independent Government Cost Estimate
ISMS	Integrated Safety Management System
KD	Key Decision
LCC	Life-Cycle Cost
LLW	Low-level Waste
LTS	Long-Term Stewardship
M	Manual
MEPP	Multi-Employer Pension Plan
MEWA	Multiple Employer Welfare Arrangement
MPPB	Main Plant Process Building
N	Notice
NAICS	North American Industry Classification System
NDA	NRC-licensed Disposal Area
NEPA	National Environmental Policy Act
NFA	No Further Action
NFS	Nuclear Fuel Services
NRC	Nuclear Regulatory Agency
O	Order
OAM	Office of Acquisition Management
OMB	Office of Management and Budget
OSBDU	Office of Small and Disadvantaged Business Utilization
OSHA	Occupational Safety and Health Act
OSWDF	On-Site Waste Disposal Facility
PBI	Performance Based Incentive
PBS	Project Breakdown Structure
PEMP	Performance Evaluation Measurement Plan
POP	Period of Performance
PVU	Portable Ventilation Unit
PPIRS	Past Performance Information Retrieval System
PWS	Performance Work Statement
RCRA	Resource Conservation and Recovery Act
RFP	Request for Proposal
ROD	Record of Decision
S	Standard
SAA	Satellite Accumulation Areas
SEB	Source Evaluation Board
SMP	Site Management Plan
SSO	Source Selection Official
STRIPES	Strategic Integrated Procurement Enterprise System
SWMU	Solid Waste Management Unit
TSCA	Toxic Substances Control Act
TSR	Technical Safety Requirement
TRU	Transuranic
USC	United States Code
WAC	Waste Acceptance Criteria
WMA	Waste Management Area
WBS	Work Breakdown Structure

SECTION J – ATTACHMENT J-2

REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS (LIST A) AND LIST OF APPLICABLE DOE DIRECTIVES (LIST B)

The Contractor shall comply with all applicable Federal and State Laws, Statutes, Codes, Rules, Regulations, and Orders; Executive Orders; Consensus Standards; and agreement documents applicable to work performed under this contract.

LIST A

Regulation	Title
10 CFR 20	Standards for Protection Against Radiation
10 CFR 50	Domestic Licensing of Production and Utilization Facilities
10 CFR 71	Packaging and Transportation of Radioactive Waste
10 CFR 707	Workplace Substance Abuse Programs at DOE Sites
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 712	Human Reliability Program
10 CFR 719	Contractor Legal Management Requirements
10 CFR 820	Procedural Rules for DOE Nuclear Facilities
10 CFR 830	Nuclear Safety Management
10 CFR 835	Occupational Radiation Protection
10 CFR 850	Chronic Beryllium Protection Program
10 CFR 851	Worker Safety and Health Program
10 CFR 860	Trespassing on Department of Energy Property
10 CFR 1008	Records Maintained on Individuals (Privacy Act)
10 CFR 1017	Identification and Protection of Unclassified Controlled Nuclear Information
10 CFR 1021	National Environmental Policy Act Implementing Procedures
10 CFR 1022	Compliance with Floodplain and Wetlands Environmental Review Requirements
10 CFR 1046	Medical, Physical Readiness, Training, and Access Authorization Standards For Protective Force Personnel
29 CFR 825	Family Medical Leave Act of 1993
29 CFR 1602	Record Keeping and Reporting Requirements under Title VII, the ADA and GINA
29 CFR 1608	Affirmative Action Appropriate under Title VII of the Civil Rights Act of 1964, As Amended
29 CFR 1611	Privacy Act Regulations
29 CFR 1620	Equal Pay Act
29 CFR 1625	Age Discrimination in Employment Act
29 CFR 1627	Records to be Made or Kept Relating to Age: Notices to be Posted
29 CFR 1904	Recording and Reporting Occupational Injuries and Illnesses
34 CFR 395	Vending Facility Program for the Blind on Federal and other Property
36 CFR, Subchapter B, Part 1220	Records Management
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 260- 282	Resource Conservation and Recovery Act
40 CFR 300	National Oil and Hazardous Substances Pollution Contingency Plan
40 CFR 302	Designation Reportable Quantities, and Notifications

Regulation	Title
40 CFR 350-372	SARA Title III
40 CFR 355	Emergency Planning and Community Right to Know (EPCRA)
40 CFR 763	Asbestos
41 CFR 101	Federal Property Management
43 CFR 10	Cultural Resource Management
48 CFR 45	Government Property
48 CFR Part 970.5203-2	Performance Improvement and Collaboration
48 CFR 970.5223-1	Integration of environment, safety, and health into work planning and execution
49 CFR Part 173.427	Transport Requirements for Low Specific Activity (LSA) Class 7 (Radioactive) Materials and Surface Contaminated Objects (SCO)
49 CFR Part 213	Track Safety Standards
49 CFR Part 237	Bridge Safety Standards
42 U.S.C. 2297h-8(a)	Employee Protections

The DOE directives listed in the table below contain requirements relevant to the Contractor scope of work. DOE directives may be found at http://www.directives.doe.gov/. The contractor shall comply with the requirements of DOE Directives identified under List B – List of Required Compliance Documents included in this contract.

LIST B

DOE Directive (Order, Policy, Notice, Manual, Guide, Standard)	Directive Title
O 130.1	Budget Formulation
P 141.1	Department of Energy Management of Cultural Resources
O 142.3A Chg. 1	Unclassified Foreign Visits and Assignments Program
O 144.1 Adm. Chg. 1	Department of Energy American Indian Tribal Government Interactions and Policy
O 150.1A	Continuity Programs
O 151.1D	Comprehensive Emergency Management System
O 153.1	Departmental Radiological Emergency Response Assets
O 200.1A Chg.1	Information Technology Management
O 203.1	Limited Personal Use of Government Office Equipment including Information Technology
O 205.1C	Department of Energy Cyber Security Program
O 206.1 Chg. 1	Department of Energy Privacy Program
O 206.2	Identity, Credential, and Access Management (ICAM)
O 210.2A	DOE Corporate Operating Experience Program
O 221.1B	Reporting Fraud, Waste and Abuse to the Office of Inspector General
O 221.2A	Cooperation with the Office of Inspector General
O 225.1B	Accident Investigations
O 226.1B	Implementation of Department of Energy Oversight Policy
O 227.1A	Independent Oversight Program
O 231.1B Adm. Chg. 1	Environment, Safety, and Health Reporting
O 232.2A	Occurrence Reporting and Processing of Operations Information

DOE Directive (Order, Policy, Notice, Manual, Guide, Standard)	Directive Title
O 241.1B Chg. 1	Scientific and Technical Information Management
O 243.1B Chg.1	Records Management Program
O 252.1A Adm. Chg. 1	Technical Standards Program
O 341.1A	Federal Employee Health Services
O 350.1 Chg. 6	Contractor Human Resource Management Programs
O 350.3 Chg. 1	Labor Standards Compliance, Contractor Labor Relations, and Contractor Workforce Restructuring Programs
O 412.1A, Adm. Chg. 1	Work Authorization System
O 413.1B	Internal Control Program
O 413.3B Chg. 5	Program and Project Management for the Acquisition of Capital Assets
O 414.1D Adm. Chg. 1	Quality Assurance
O 415.1 Chg. 2	Information Technology Project Management
O 420.1C, Chg. 2	Facility Safety
O 422.1 Adm. Chg. 2	Conduct of Operations
O 425.1D Chg. 1	Verification of Readiness to Start Up or Restart Nuclear Facilities
O 426.1A	Federal Technical Capability Program
O 426.2 Adm. Chg. 1	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
O 430.1C	Real Property and Asset Management
O 433.1B Adm. Chg. 1	Maintenance Management Program for DOE Nuclear Facilities
O 435.1 Adm. Chg. 1	Radioactive Waste Management
N 435.1	Contact-Handled and Remote-Handled Transuranic Waste Packaging
O 436.1	Departmental Sustainability
M 441.1-1 Chg. 1	Nuclear Material Packaging
O 442.1B	Department of Energy Employee Concerns Program
O 442.2 Chg. 1	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
P 444.1	Preventing and Responding to all Forms of Violence in the Workplace
P 450.4A Chg. 1	Integrated Safety Management Policy
O 458.1 Adm. Chg. 3	Radiation Protection of the Public and the Environment
O 460.1D	Hazardous Materials Packaging and Transportation Safety
O 460.2A	Departmental Materials Transportation and Packaging Management
P 470.1B	Safeguards and Security Program
O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
O 470.3C	Design Basis Threat (DBT) Order
O 470.4B Chg. 2	Safeguards and Security Program
O 470.5	Insider Threat Program
O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
O 471.3 Adm. Chg. 1	Identifying and Protecting Official Use Only Information
O 471.6 Adm. Chg. 2	Information Security

DOE Directive (Order, Policy, Notice, Manual, Guide, Standard)	**Directive Title**
O 472.2 Chg. 1	Personnel Security
O 473.3A Chg. 1	Protection Program Operations
O 475.1	Counterintelligence Program
O 522.1A	Pricing of Departmental Materials and Services
O 534.1B	Accounting
DOE-STD-1027-2018 Chg. 1	Hazard Categorization of DOE Nuclear Facilities
DOE-STD-1095-2018	Department of Energy Laboratory Accreditation Program for Personnel Dosimetry
DOE-STD-1098-2017	Radiological Control
DOE-STD-1112-2016	Department of Energy Laboratory Accreditation Program for Radiobioassay
DOE-STD-1121-2008 Chg, Notice 1	Internal Dosimetry

ATTACHMENT J-3

Government-Furnished Services and Information Matrix

(To be included in each individual Task Order)

SECTION J - ATTACHMENT J-4

PERFORMANCE GUARANTEE

(To be included in each individual Task Order)

SECTION J - ATTACHMENT J-5

MASTER SMALL BUSINESS SUBCONTRACTING PLAN

Westinghouse Government Services LLC (WGS)

5801 Bluff Road
Hopkins, SC 29061

Subcontracting Plan

Type (Master)

For the Period

Effective Date: May 19, 2020 through October 31, 2022

Revision 1

Approved By:

Name: William Ferguson
Title: Vice President of Business Services

Approved By:

Name: Kim L. Duban
Title: Small Business Liaison Officer

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or dis-close the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets.

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REFERENCES SPECIFICALLY IDENTIFY FAR 52.219-9 REQUIREMENTS

WESTINGHOUSE GOVERNMENT SERVICES LLC SUBCONTRACTING PLAN (SP)

I. COMPLIANCE STATEMENT

This subcontracting plan (Master) is in compliance with all laws, rules and regulations of FAR 52.219-9. It addresses the eleven elements of FAR 52.219-9, with the exception of goals. The accompanying Individual Subcontracting Plan will contain the contract specific goals. In particular, Westinghouse Government Services (WGS) understands a full commitment to the spirit of Small Business legislation.

PL-95-507 Amendments to the Small Business Act and the Small Business Investment Act
PL 99-661 Contract Goals for Minorities
PL 100-180 Requirement of Substantial Progress on Minority and Small Business Contract Awards
PL 100-656 Business Opportunity Development Reform Act of 1988
PL 103-355 Federal Acquisition Streaming Act of 1994
PL 105-135 HUBZone Act of 1997/Small Business Reauthorization Act of 1997
PL 106-50 Veterans Entrepreneurship and Small Business Development Act of 1999

During the period of performance of this SP, should any new legislation or regulations be implemented, WGS (hereinafter referred to as "The Company") will address their applicability in the individual subcontracting plan.

This SP is for all prime contract types, including services, research and development, engineering, and materials. Contract specific goals and justifications will be identified in an Individual Subcontracting Plan, which will incorporate this master subcontracting plan. A master plan is in effect for three years; however, when incorporated into an individual plan, it applies to that contract throughout the life of the contract. Signatures applicable to the Individual Subcontracting Plan are found on the cover page of this Master Subcontracting Plan.

II. PROGRAM RESPONSIBILITY/ADMINISTRATION

The employee who will administer our Master Small Business Subcontracting Program is:

Name: Kim Duban
Title: Small Business Liaison Officer (SBLO)
Address: 5801 Bluff Road, Hopkins SC, 29061
Telephone: 412.567.0099

The SBLO reports to the WGS Vice President – Business Services.

The SBLO/administrator's duties include the following:

A. Program Responsibility

The Small Business Liaison Officer (SBLO) has the responsibility for the development and maintenance of the Small Business Program which includes Small Business Plans (Individual), and developing Small Business (SB) source lists (Small Business Concerns, Veterans Owned Small Business Concerns, Service Disabled Veteran Owned Small Business Concerns, HUBZone Small Business Concerns, Small Disadvantage Business Concerns, and Woman-Owned Small Business Concerns, (hereinafter referred to as "SB and related subsets").

B. COMPLIANCE

Review individual subcontracting plans submitted as part of WGS' proposal efforts.

Ensure compliance with individual subcontracting plans incorporated into prime contracts.

C. TRAINING

Provide training to procurement staff as well as program managers and contract representatives.

D. REPORTING

Organize and ensure submission of individual subcontract reports and summary subcontract reports as defined by FAR 52.219-9.

Monitoring our performance under subcontracting plan and assisting in making any adjustments necessary to achieve goals.

Furnish pertinent reports to program management that provide visibility into their performance.

E. OUTREACH

Support WGS' outreach efforts with small businesses directly and via trade associations. Ensuring that SB, HSB, SDB, and WOSB are made aware of subcontracting opportunities and how to prepare acceptable offers.

F. AUDIT

Focal point to provide support to DCMA and SBA to facilitate productive reviews of the WGS' Small Business Subcontracting Program

Point of contact for Agency Small Business Specialists and Office of Small Business Program Directors with regard to WGS' subcontracting goal performance assistance.

G. INDIVIUAL SMALL BUSINESS SUBCONTRACT PLAN (SBSP) ADMINISTRATION

An Individual Subcontract Plan Administrator will be appointed and identified in Section I.C of each individual subcontracting plan submittal. The Individual Plan Administrator is specifically responsible for subcontracting plan development and goals in conjunction with the program team. Ultimately, the program manager is responsible for subcontracting plan implementation. Procurement personnel assigned to this responsibility are senior staff members involved at the proposal stage and work in conjunction with program, technical, and contract staff as identified in Section III.A.

The SBLO review, approve and monitor SBSP implementation.

III. TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED

The principal types of supplies and services subcontracted to SB, HSB, SDB, WOSB, VOSB and SDVOSB varies by contract, task order and work elements. In general, the following types of services and supplies by NAICS Code are contract to SBs:

Supplies and Services	NAICS Code
Site Preparation Contractors	238910
Engineering	541330
Testing Services	541380
Environmental Consulting Services	541620
Environmental Health & Safety Consulting Services	541620
Other Scientific and Technical Consulting Services	541690
Temporary Help Services	561320
Security Guards and Patrol Services	561612
Landscaping Services	561730
Radioactive Waste Management Services	562211
Remediation Services	562910

IV. METHOD USED TO DEVELOP SUBCONTRACTING GOALS

Westinghouse develops meaningful goals to provide SBs' ample subcontract and growth opportunities. We challenge ourselves to provide SBs the maximum practical opportunity to compete for subcontracts. Westinghouse and our customers share a commitment to meaningful SB participation on all contracts. Westinghouse develops goals based on our combined experience and the analysis of opportunities we expect to be available for SB. The projected subcontracting requirements are determined on a case by case basis for each task order or contract. The principal types of supplies, services, or products to be subcontracted, the type of tasks, and goals are detailed in the Individual Small Business Subcontracting Plan (SBSP).

For each contract or task order we develop a subcontracting goal summary through a joint review of the solicitation (SOL), request for proposal (RFP) or request for task order proposal (RTP). This is accomplished by conducting a joint review of the SOL, RFP or RTP with program, technical and procurement personnel including, the Program Manager, Team Member subject matter experts (SMEs), Subcontract Plan Administrator, and Corporate Small Business Liaison Officer.
The criteria considered in the review process shall include:

- Review of the solicitation statement of work.
- Identification of the requirements for goods and services.
- Identification of the potential to subcontract for goods and services.
- Make – Buy Analysis
- Identification of potential suppliers
- Categorization of source requirements based on single source, limited competition and open competition as provided by the marketplace or could potentially be developed
- Other considerations as required (capability/capacity, criticality/urgency requirements, lowest risk, and current/past performance)

We also continually evaluate and seek out highly qualified businesses with an emphasis to identify small businesses wherever possible as we address the task/project requirements or challenges.

Based on the above and the overall goals, of the contract or the task order, we develop the specific small business subcontracting goals.

The results of proposal project planning efforts for each contract or task release are provided in the Individual Small Business Subcontracting Plan (SBSP). The Individual SBSP shall be managed under the umbrella of the Master Small Business Subcontracting Plan.

V. EQUITABLE OPPORTUNITY IMPLEMENTATION METHODS

A. Policy and Organization: The Company's policies dictate that all types of SB and related subset concerns have an equitable opportunity to compete for subcontracts. The SBLO and the Subcontracting Plan Administrator are chartered to ensure compliance with this policy.

   The Company Policy and procedures require inclusion of SBs sources on bid lists. An explanation of the absence of SB and related subset sources on any award is required. Specific and periodic review (at or above $150,000) and approval by procurement management assures compliance with this requirement.

B. The following are policies and procedures to ensure the participation of SBs in The Company's acquisition and procurement process:

   1. The Company corporate policy is stated in WGS Procurement Procedure, WGS1-01, Rev 0, Section 1.4.8.

2. It is The Company's policy to comply with all government regulations including those concerning SB and related subset concerns. This include PL 95-507, PL 99-661, PL 100-180, PL 100-656, PL 103-355, PL 105-135, and PL 106-50 as well as DFAR 219,705-4. The intent of these regulations is also applied to any company activity that offers procurement/subcontract opportunities.
3. During proposal process, the small business team for each contract is identified up front including their roles.
4. Performance reports will be generated quarterly to assist program and project managers with managing small business subcontracting plans.
5. Small business periodic training will be provided to the project management team, field engineers and buyers.
6. Source lists for all types of SBs will be made available to all procurement personnel. (See Selection III.C.).
7. Procurement, quality assurance, technical and financial staff is available to assist in developing SB and related subset concerns.
8. Special consideration may be given to SB and related subset concerns regarding payment within the negotiated contract terms.
9. Procurement representatives are a resource for Make versus Buy decisions to ensure SB participation.

C. Implementation Methods

WGS utilizes source lists made available by Agencies, States, association and trade organizations. These source lists are available to all procurement personnel and include, but are not limited to, the following:

- Small Business Administration (SBA) Dynamic Small Business Search (DSBS)
- Veteran Service Organizations (i.e., VETBIZ)
- State publications of Small Business and Minority-owned firms
- An Inventory of Capabilities of HBCU/MI (www.ed.gov)
- Other local directories where WGS has procurement offices
- Source directories made available by other government contractors
- Various Small Business trade associations
- Procurement Technical Assistance Centers

D. Indirect Costs (FAR 52.219-9(d)(6))

Indirect costs are not included in establishing the subcontracting goals.

VI. SUBCONTRACT FLOW-DOWN REQUIREMENTS

A. FAR 52.219-8 Utilization of Small Business Concerns

The clause at FAR 52.219-8, Utilization of Small Business Concerns, shall be inserted in solicitations and contracts when the contract amount is expected to be over the simplified acquisition threshold unless:

1. A personal services contract is contemplated (see FAR 37.104); or

2. The contract, together with all its subcontracts, will be performed entirely outside of the United States and its outlying areas.

As prescribed in FAR 52-219-8 (b) Utilization of Small Business Concerns:

It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practical opportunity to participate in performing contracts led by any Federal agency, including contacts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure that timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disable veteran-owned small business concerns, HUBZone small business concerns, small disadvantage business concerns, and women-owned small business concerns.

The Company hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Company further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to reasonable determine the extent of The Company's compliance with this clause.

The Company agrees to comply with all government regulations pertaining to SB development.

In accordance with 13 CFR 121.410, for subcontracting purposes a concern is small for subcontracts which relate to government procurements if it does not exceed the size standard for the NAICS code that The Company and the SBLO have determined best describes the preponderance of the work, product, or service being acquired under the subcontract. Further, The Company uses the definitions provided under FAR 2.101 for Small Business Concern, HUBZone Small Business Concern, Small Disadvantaged Business Concern (including ANC and Recognized Native American Tribes), Woman-Owned Small Business Concern, Veteran-Owned Small Business Concerns, and Service-Disabled Veteran Owned Small Business Concerns.

Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disable veteran-owned small business concern, a HUBZone small business concern (Must be certified by SBA), a small disadvantaged business concern, or a woman-owned small business concern.

B. FAR 52.219-9 Small Business Subcontracting Plan
(including applicable Alternate I, II, or III)

The clause at FAR 52.219-9, Small Business Subcontracting Plan, will be inserted when contracting by negotiation, in solicitations and contracts that offer further subcontracting possibilities that are expected to exceed the stated thresholds in FAR 19.708 (b), and is required to include the clause at FAR 52.219-8, Utilization of Small Business Concerns, unless the acquisition is small business set-aside or is to be accomplished under the 8(a) program.

The Company will require all subcontractors (except small business concerns) that receive subcontracts in excess of FAR 19.708 (b) thresholds and offer further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause. Subcontractors are further required to submit Individual Subcontract Reports via the Electronic Subcontract Reporting System (eSRS) in accordance with FAR 52.219-9, as applicable.

In order to effectively implement the plan to the extent consistent with efficient contract performance, The Company shall perform the following function:

Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, disadvantaged small, woman-owned small, veteran-owned small, or service disable veteran small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in The Company's subcontracting plan.

C. FAR 52.219-16 Liquidated Damages – Subcontracting Plan

The clause at FAR 52.219-16, Liquidated Damages—Subcontracting Plan, shall be inserted in solicitations and contracts containing the clause at FAR 52.219-9, Small Business Subcontracting Plan, or the clause with its Alternate I, II, or III.

VII. REPORTS AND SURVEYS

WGS will provide periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of the compliance with subcontracting plans or SB and related subset requirements in general.

WGS will submit periodic electronic Individual Subcontract Reports and Summary Subcontract Reports as stated in Section XII Report Submittal of this plan. The reports shall provide information on subcontract awards to SB and related subsets. Reporting shall be in accordance with the instructions contained in FAR 52.219-9 and on www.esrs.gov on the date of submission.

WGS will ensure its subcontractors agree to submit electronic Individual Subcontract Reports and Summary Subcontract Reports using the WGS provided prime contract, e-mail address of SBLO, and DUNS numbers, when applicable. Additionally, WGS will require that each

subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plan.

VIII. RECORDS

A. On-line Reviews

WGS will develop a process for tracking and reviewing information such as:

1. SB and related subset profiles

2. Actual awards by Socio-Economic (S/E) Classification of any dollar value

3. Identification of awards by S/E classification on a contract by contract or indirect charge basis to provide compliance reporting and general statistical information including the name, address and business size of each subcontractor

4. The Dynamic Small Business Search which is maintained by the Small Business Administration and contains current information on small, small disadvantaged, woman-owned, and HUBZone, veteran, and service-disabled veteran businesses nationwide

B. Purchase Award Summary

WGS will ensure that every purchase award, greater than $150,000 has a Socio-Economic identification of bidders solicited and an explanation and justification if SB and related subset concerns were not solicited.

The purchase award summary will identify:

1. Whether small business concerns were solicited and if not, why not;

2. Whether veteran-owned business concerns were solicited and if not, why not;

3. Whether service-disabled veteran owned business concerns were solicited and if not, why not;

4. Whether HUBZone business concerns were solicited and if not, why not;

5. Whether small disadvantaged business concerns were solicited and if not, why not;

6. Whether woman-owned business concerns were solicited and if not, why not;

7. If applicable, the reason award was not made to SB and related subset concerns.

C. Additional Activities

WGS will have other activities that will be documented with the appropriate records in the form of contact reports, outreach reports, trip reports, meeting schedules, and agendas. The activities include, but are not limited to:

1. SB and related subset subcontractor and supplier contacts and surveys;

2. Information received from trade association and business development organizations;

3. Attendance at SB and related subset conferences and trade fairs;

4. Internal and external workshops, seminars, and training programs;

5. Outreach efforts by all employees; and

6. The outreach efforts include (1) organization of conferences or business development forums and (2) attendance of external SB conferences to identify more SBs.

IX. POLICY STATEMENTS

WGS has detailed company-wide policies and procedures that detail the specific responsibility regarding the requirement of the FAR 52.219-9. The supporting procedures also describe the subcontracting plan goal tracking methods.

X. INTEREST AND COMMITMENT

As a company, Westinghouse Government Services LLC is committed to deliver and leverage Westinghouse capabilities (people, facilities, equipment, systems and processes) maximizing our value offerings to the government. A key element to achieving this goal includes growing and leveraging our small business supplier base, continuing supply chain and out-reach programs and working with teaming partners to utilize their small business/supplier systems.

XI. TRAINING AND MOTIVATION

A. Training

WGS will develop and provide on-going training and awareness programs relative to PL 95-507, PL 99-661, PL 100-180, PL 100-656, PL 103-355, PL 105-135, and PL 106-50 objectives and individual subcontracting plans is a key factor address during the training with various incentives offered during the year.

B. Motivation

Records of all awards with SB and related subset concerns will be maintained for each buyer. Performance to PL 95-507, PL 99-661, PL 100-180, PL 100-656, PL 103-355, PL 105-135, and PL 106-50 objectives and individual subcontracting plans is a key factor addressed during the training with various incentives offered during the year.

XII. SOLICITATION PLANNING – MAKE/BUY DECISIONS

WGS is aware of its responsibility to manage solicitation and procurement efforts to provide the maximum participation by SB. WGS's Procurement Procedure, WGS1-01, Rev 0, describes the methods used for performing make/buy decisions. The mechanisms utilized to affect fulfillment of solicitation planning have been previously described in Section VIII.

XIII. ASSISTANCE TO SMALL BUSINESS CONCERNS

Special assistance will be provided to SB and related subset concerns during the procurement process to organize solicitations and schedules to allow time opportunity planning, teaming, and preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such SB concerns.

XIV. REPORT SUBMITTAL

WGS will submit Individual Subcontracting Reports (ISR) for prime contracts which have a subcontracting plan incorporated into the contract. A Summary Subcontracts Report (SSR) will be submitted at the federal agency level and one to DCMA on behalf of DoD contracts. WGS will ensure that its subcontractors agree to submit ISR and SSR reports when applicable.

ISR: This report will be submitted to the Contracting Officer semiannually and at contract completion via the Electronic Subcontract Reporting System (www.esrs.gov). The report will cover direct charged subcontract award data related to the prime contract and the goals detailed in the applicable individual subcontracting plan. This report is not required for commercial plans.

SSR: This report will encompass all the subcontract activity associated with prime contracts, recorded by the awarding agency. The activity will cover contracts with subcontracting plans and those that did not require a separate subcontracting plan. It will be submitted semi-annually for contracts with the Department of Defense, administered by DCMA, and annually for contracts with civilian agencies. Reporting will be accomplished via the Electronic Subcontract Reporting System (www.esrs.gov).

XV. UNDERSTANDING

WGS understands that:

A. An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practical opportunity for Small, Small Disadvantaged, Women-owned, HUBZone, Veteran-owned, and Service-Disabled Veteran-owned concerns to participate in the performance of the contract or task.

B. The Contracting Officer shall notify the contractor in writing of his/her reasons for determining a subcontracting plan to be unacceptable. Such notice shall be given early enough in the negotiation process to allow the contractor sufficient time to modify the plan within the time limits prescribed.

C. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

D. The failure of any contractor or subcontractor to comply in good faith with: 1.) The clause entitled "Utilization of Small, Small Disadvantaged and Woman-Owned Small Business Concerns"; or 2) An approved plan required by this Small Business and Small Disadvantaged Business Subcontracting Plan (negotiated) provision will be a material breach of contract.

E. A Master Small Business Subcontracting Plan on a plan or division-wide basis which contains all elements required by FAR 52.219-9 above, except goals, may be incorporated by reference as part of the subcontracting plan required of the offeror by this clause, provided:

   1. The master plan has been approved by the Contractor's cognizant Contract Administration Office

   2. The master plan is updated as necessary and provided copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

   3. Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

F. For multiyear contracts or contracts containing options, the cumulative value of the basis contract and all options is considered in determining whether a subcontracting plan is necessary. If a plan is necessary and the offeror is submitting an individual contract plan, the plan shall contain all elements required by FAR 19.704 and shall contain separate statements and goals for the basis contract and for each option.

XVI. ASSURANCES

Westinghouse herby makes the following assurances:

- Assurance it will make a good faith effort to acquire articles, equipment, supplies, services, or material, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing the bid or proposal. (FAR 52.219-9(d)(12)).

- Assurances that the it will provide to the contracting officer, within 30 days of contract completion, a written explanation if the contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in the bid or proposal. (FAR 52.219-9(d)(13))

- Assurances that the it will not prohibit a subcontractor from discussing with the contracting officer any material matter pertaining to payment to or utilization of a subcontractor. (FAR 52.219-9(d)(14))

- Assurances that it will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor. (FAR 52.219-9(d)(15))

SECTION J - ATTACHMENT J-6

Wage Determination – Service Contract Labor Standards (formerly known as the Service Contract [SCA]) and Construction Wage Rate Requirements (formerly known as the Davis-Bacon Act [DBA])

(To be included in each individual Task Order)

SECTION J - ATTACHMENT J-7

DELIVERABLES

(To be included in each individual Task Order)

SECTION J - ATTACHMENT J-8

COMMUNITY COMMITMENT PLAN

The Contractor's Community Commitment Plan will be inserted here as required in each individual Task Order, as applicable. See applicable Section H clause.