PART I – THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.01 CONSECUTIVE NUMBERING H-3
H.02 NO THIRD PARTY BENEFICIARIES H-3
H.03 MODIFICATION AUTHORITY H-3
H.04 ACCESS TO DOE-OWNED OR LEASED FACILITIES H-3
H.05 CONTRACT PARTICIPATION BY FOREIGN NATIONALS H-4
H.06 REQUIRED ESCORT - LACK OF FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) CLEARANCE [STRIPES] H-4
H.07 CONTRACTOR PERSONNEL REQUIREMENTS H-5
H.08 CONFIDENTIALITY OF INFORMATION H-5
H.09 SAFETY IN THE WORK AREA H-6
H.10 WORKER SAFETY AND HEALTH PROGRAM H-6
H.11 QUALITY ASSURANCE PROGRAM H-7
H.12 ORDERING PROCEDURES H-7
H.13 CONTRACTOR EMPLOYEE TRAINING H-8
H.14 TRAVEL H-9
H.15 MATERIALS. H-9
H.16 REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES H-9
H.17 EMPLOYEE CONCERNS PROGRAM H-10
H.18 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES H-10
H.19 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES H-10
H.20 LOBBYING RESTRICTIONS (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2015) H-10
H.21 ALTERNATIVE DISPUTE RESOLUTION (ADR) H-10
H.22 CONSERVATION OF UTILITIES H-11
H.23 ENVIRONMENTAL AND ENERGY CONSERVATION CONSIDERATIONS H-11
H.24 GOVERNMENT FURNISHED FACILITIES AND SERVICES H-12
H.25 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT H-12
H.26 DEPARTMENT OF LABOR WAGE DETERMINATIONS H-12
H.27 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR H-13

H.28 SUBCONTRACTS H-13
H.29 PERSONNEL H-13
H.30 KEY PERSONNEL H-14
H.31 PAST PERFORMANCE EVALUATION AND CPARS RATING CATEGORIES H-14
H.32 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS H-16
H.33 GREEN PURCHASING UNDER DOE SERVICE CONTRACTS H-16
H.34 PRIVACY ACT SYSTEMS OF RECORD H-17
H.35 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE H-17
H.36 PAPERLESS DIRECTIVE PROCESSING SYSTEM H-18
H.37 PERFORMANCE GUARANTEE AGREEMENT H-20
H.38 RESPONSIBLE CORPORATE OFFICIAL H-20
H.39 OBSERVANCE OF HOLIDAYS H-21
H.40 RELEASE OF INFORMATION H-21
H.41 TRANSITION TO FOLLOW-ON CONTRACT H-21
H.42 PARTNERING H-22

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.01 CONSECUTIVE NUMBERING

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

H.02 NO THIRD PARTY BENEFICIARIES

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

H.03 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this Contract, the CO shall be the only individual authorized to:

(a) Accept nonconforming work,
(b) Waive any requirement of this Contract, or
(c) Modify any term or condition of this Contract.

H.04 ACCESS TO DOE-OWNED OR LEASED FACILITIES

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive security badges that allow such physical access. The Contractor further understands that it must propose employees whose backgrounds offer the best prospect of obtaining approval for access, considering the following potentially disqualifying criteria, which are not all inclusive and may vary depending on access requirements:

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

criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

1. In initiating the process for gaining physical access, (i) compliance with procedures established by DOE, including use of any forms directed by DOE; (ii) that employees properly complete said forms; and (iii) that the employees submit the forms to the person designated by the Contracting Officer.

2. In completing the process for gaining physical access, that its employees (i) cooperate with DOE officials responsible for granting access to DOE–owned or leased facilities; and (ii) provide any additional information as DOE may request.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective until such time as DOE determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify a substitute employee and initiate the process for gaining access for the substitute. DOE's denial of a security badge to individual employees shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.

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

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

H.05 CONTRACT PARTICIPATION BY FOREIGN NATIONALS

(a) The Contractor shall notify the Contracting Officer, in writing, prior to the employment of or participation by any foreign national in the performance of work under the Contract.

(b) The Contractor shall notify the Contracting Officer, in writing, prior to any visit to sites covered by this Contract by any foreign national in connection with the work being performed under this Contract. This notification shall be made at least 75 days prior to the planned visit.

H.06 REQUIRED ESCORT - LACK OF FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) CLEARANCE [STRIPES]

Until the Contractor receives a Government-issued FOCI clearance, all Contractor personnel shall be escorted at all times while within the DOE facilities by a designated individual identified by the program office.

H.07 CONTRACTOR PERSONNEL REQUIREMENTS

On-site contractor personnel working within Government facilities on a continuous basis, part-time or full-time, must be recognizable as contractors while in government facilities. This may be accomplished by wearing of appropriate identification badges (to be issued by CBFO) as applicable by site location. Additionally, contractor personnel whose duties include answering telephones at Government work sites shall identify themselves as contractor employees.

DOE Background Investigations are required for Contractor personnel assigned to work on-site. For those employees who were employed under the previous contract, the security file must be updated to reflect the Contractor's information.

All contractor personnel will be required to obtain an access badge through the security office. This badge must be worn on outside clothing at all times while working at any DOE site. Any separated Contract personnel shall return badges to the cognizant DOE Security Office. The COR or Contracting Officer shall be informed by letter when employees no longer need access for whatever reason, or when a badge expires.

H.08 CONFIDENTIALITY OF INFORMATION

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

1. Information which, at the time of receipt by the Contractor, is in the public domain;
2. Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
3. Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
4. Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee

agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the Contract.

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this Contract, and to supply a copy of such agreement to the Contracting Officer.

(d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

(e) This clause shall flow down to all subcontracts.

H.09 SAFETY IN THE WORK AREA

The Contractor shall take all reasonable safety precautions in the performance of the work under this Contract.

H.10 WORKER SAFETY AND HEALTH PROGRAM

(a) 10 CFR 851 sets forth the worker health and safety requirements for the conduct of contractor activities at DOE sites. A “DOE site” means a DOE-owned or –leased area or location or other area or location controlled by DOE where activities and operations are performed at one or more facilities or places by a contractor in furtherance of a DOE mission. A “Covered workplace” means a place at a DOE site where a contractor is responsible for performing work in furtherance of a DOE mission.

(b) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Plan (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 within 60 days of the notice to proceed. 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 environmental, health, and safety regulations. The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees. 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.

(c) The Contractor shall immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer's Representative. Upon request, the Contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the Contracting Officer's Representative.

(d) The Contracting Officer will notify the Contractor, in writing, of any noncompliance with the terms of this clause, plus the corrective action to be taken. After receipt of such notice, the Contractor shall immediately take corrective action.

(e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall not be entitled to an equitable adjustment of the Contract amount or extension of the performance schedule on any stop work order issued under this special Contract requirement.

H.11 QUALITY ASSURANCE PROGRAM

In the conduct of the work performed under this contract, the Contractor agrees to comply with the CBFO quality assurance program, and work under the direction of and perform work in accordance with DOE CBFO procedures. Any subcontracts in support of this work shall require subcontractors to comply with the DOE CBFO quality assurance program.

H.12 ORDERING PROCEDURES

(a) Only the CO identified in Section G of the contract may issue either Fixed Price or Time and Materials (T&M) task orders to the contractor under the Requirements CLINs, providing specific authorization or direction to perform work.

(b) Prior to issuing a task order, the CO may issue a request for task proposal from the Contractor which will contain a functional description of the work identifying the objectives or results desired from the contemplated work order, including any specific work products and deliverables.

(c) At a minimum, the Contractor's task proposal for firm-fixed-price (FFP) task orders shall include:

(1) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government.

(2) A total firm-fixed-price for the completion of the work described in the Performance Work Statement (PWS) of the task order by the schedule of performance stipulated by the Government. The firm-fixed-price proposed by the Contractor shall incorporate all anticipated costs including fully-burdened labor, travel, and other direct costs, if applicable.

(d) At a minimum, the Contractor's task proposal for time-and-materials (T&M) task orders shall include:

(1) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government.
(2) Direct Productive Labor Hours (DPLH), on a monthly basis by the applicable labor category, and the total number of labor hours, including those in (4) below, estimated to be necessary to complete the task order.
(3) The estimate for travel and other direct costs.
(4) An estimate for subcontractors and consultants, including DPLH, if applicable.
(5) Other pertinent information.
(6) The total estimated cost for completion of the task order.

(e) Within **15** calendar days after receipt of the COR's request, the Contractor shall submit a proposal conforming to the request.

(f) The Contractor's task proposal is subject to review and acceptance by the Contracting Officer or his/her designee. .

(g) The Contractor shall submit monthly task order progress reports. At a minimum, the reports shall contain the following information:

1. Task order number.
2. Total task order price.

3. Significant issues/problems associated with each task order.
4. Status of the schedule for each task order.
5. For T&M task orders, an itemized breakdown of cost and DLPHs incurred to date shall also be provided.

(h) For T&M task orders, should any revision become necessary to the labor categories and hours in the task order, the Contractor shall promptly submit to the CO and COR a revised work plan with explanatory notes. Revised work plans submitted by the Contractor are subject to the review of the CO.

H.13 CONTRACTOR EMPLOYEE TRAINING

The Contractor shall provide fully qualified and trained personnel from its own resources to support CBFO requirements. The Contractor is responsible for ensuring that employees remain cognizant and knowledgeable of emerging and proven technologies applicable to the work to be performed.

The Contractor shall ensure that all employees who perform services under this Contract attend mandatory DOE-provided security and/or safety training, as directed by the Contracting Officer or Contracting Officer's Representative (usually within 30 days of the first date of performance on this Contract and at least once annually thereafter). The Contractor shall ensure that every employee expected to work on federal property is instructed to safely and competently perform the work.

H.14 TRAVEL

The Contractor shall be entitled to reimbursement of the expenses incurred by its employees for lodging, meals and incidental expenses (M&IE), and transportation (airfare, rental cars and/or other ground transportation) for travel related to the work scope (e.g. site audits and assessments, meetings, training classes, technical meetings, and stakeholder interactions) performed on T&M task orders under the Materials – Requirements CLINs. All travel shall be approved by the Contracting Officer (CO) prior to any actual travel costs being incurred. Reimbursement shall be in accordance with applicable US Federal Travel Regulations using the standard rates established by the General Services Administration (GSA) for the locality where the contractor employee(s) are required to perform work in connection with this Contract. Travel costs will be reimbursed up to the not-to-exceed amounts for Materials – Requirements CLINs listed in the pricing schedules in Section B.03.

H.15 MATERIALS

The Contractor shall be entitled to reimbursement of the expenses incurred for allowable and relatable materials related to the work scope performed on T&M task orders under the Materials – Requirements CLINs. The Contractor shall submit to the Contracting Officer a request for material purchase with supporting documentation to include a description of the item, date needed, and any applicable market research for approval prior to incurring any cost. Material costs will be reimbursed up to the not-to-exceed amounts for Materials – Requirements CLINs listed in the pricing schedules in Section B.03.

H.16 REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES

As prescribed in the DOE Memeroandum "Updated Guidance on Conference-Related Activities and Spending" insert this clause in all Management and Opertations, cost reimbursement or time and material contracts:

The Contractor is required to report and obtain approval from the Contracting Officer before incurring any costs associated with conference related activities. Conference expenses are defined as follows:

Conference expenses are defined as all direct and indirect conference costs paid by the Government, whether paid directly by agencies or reimbursed by agencies to cotractors, travelers or others assoiciated with the conference, but do not include funds paid under Federal grants or grantees. Conference expenses include any assoiciated authorized travel and per diem expenses, rental or rooms for official business, audiovisual use, light

refreshments, registration fees, ground transportation, and other expenses as defined by the Federal Travel Regulations (FTR). All outlays for conference preparation and planning should be included, but employee time for conference prepartation should not be included. The FTR provides some examples of direct and indirect conference costs included within conference expenses. See 41 CFR 301-74.2. Conference expenses should be net of any fees or revenue received by th angency or contractor through the conference.

H.17 EMPLOYEE CONCERNS PROGRAM

The Contractor shall submit an implementation plan to the Contracting Officer for approval within 90 days of issuance of the Notice to Proceed that describes an Employee Concerns Program (ECP) that implements all programmatic requirements in DOE Order 442.1A Department of Energy Employee Concerns Program, and all superseding versions.

H.18 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES

The Government may award Contracts for on-site work or services to additional Contractors. The Contractor shall cooperate fully with all other on site DOE Contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by a Government employee.

H.19 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES

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.

H.20 LOBBYING RESTRICTIONS (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2015)

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

H.21 ALTERNATIVE DISPUTE RESOLUTION (ADR)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements.

Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.

(b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:

1. DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.

2. The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.

(c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes Alternate I.

(d) All of the above must be in writing.

H.22 CONSERVATION OF UTILITIES

The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities. The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

H.23 ENVIRONMENTAL AND ENERGY CONSERVATION CONSIDERATIONS

The Contractor shall comply with energy use policies for the DOE owned or leased facility. The Contractor shall adhere to a recycling program and to seek out materials produced from recycled materials.

H.24 GOVERNMENT FURNISHED FACILITIES AND SERVICES

(a) The Government shall provide office space, utilities (including telephones, telephone service, faxing capabilities, internet services), equipment (including computers, monitors, printers), and office supplies for the Contractor's personnel at the CBFO.

(b) Except as otherwise authorized by the Contracting Officer in writing, the Contractor is not authorized to acquire as a direct charge item under this contract any supplies, or equipment, furniture, fixtures, or other personal property items. It is anticipated that the Contractor has the facilities and resources necessary to support its activities other than those specified above to be furnished by the Government.

(c) On-site utilities and office furnishings, standard manuals, supplies, and access to the Government computer systems shall be furnished by the Government on an as-required basis. The Government shall also provide all telephone and janitorial services, and on-site mail service for the on-site facilities during contract performance. "On-site" means a Government specified location at a Government facility.

H.25 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT

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

(a) Notify their employees annually of their duty to report directly to the DOE Inspector General (IG) allegations of fraud, waste, abuse, corruption, or mismanagement in DOE programs, operations, funds, or contracts. The DOE Contractor employees should, when appropriate, report directly to the IG any information concerning wrongdoing by employees of DOE, Contractors, or subcontractors. The DOE Contractor employees should also report to the DOE IG any allegations of reprisals taken against DOE or DOE Contractor employees who have reported fraud, waste, abuse, corruption, or mismanagement to the IG;

(b) Display and publish the DOE IG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies; and

(c) Publish the DOE IG hotline telephone number in phone books and newsletters.

H.26 DEPARTMENT OF LABOR WAGE DETERMINATIONS

In the performance of this Contract, the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s), located in Section J of this solicitation, designated for Carlsbad, New Mexico and the surrounding area.

H.27 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

The representations, certifications, and other statements of Offeror, completed by the Contractor, Dated **TBD**, are hereby incorporated by reference and made a part of this contract.

H.28 SUBCONTRACTS

(a) Prior to the placement of subcontracts and in accordance with the clause entitled FAR 52.244-6, "Subcontracts for Commercial Items (OCT 2014) ," the Contractor shall ensure that:

1. They contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flow-down applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" contained in Part II, Section I of the contract;
2. Any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.404-3b) and subcontractor Representations and Certifications (see Part IV, Section K and the document referenced in the Representations, Certifications and Other Statements of the Bidder clause are received); and
3. Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost revision of this contract or any of the respective obligations of the parties there under, or creation of any subcontractor privity of contract with the Government.

(b) Prior to the award of any subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the contained in Section I of this contract. The subcontractor shall perform no work until the Contractor has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

H.29 PERSONNEL

The Contractor shall be responsible for selecting personnel who are well qualified to perform the required work, overseeing their performance, and ensuring that the quality of services meets Government expectations. The Contractor shall hire only competent personnel to be used in the performance of this Contract. The DOE shall have the right

to direct the Contractor to require the replacement of any employee of the Contractor who does not meet the training and certification requirements necessary to perform the work. Personnel assigned by the Contractor shall also practice good standards of moral and ethical conduct that are acceptable to the Government.

H.30 KEY PERSONNEL

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

Name	Title
	Project Manager
	QA Audit & Surveillance Manager

H.31 PAST PERFORMANCE EVALUATION AND CPARS RATING CATEGORIES

The DOE will submit past performance evaluations into the Contractor Performance Assessment Rating System (CPARS) at the end of each contract year. The DOE expects compliance with the terms and conditions of the contract and endeavors to develop a strong teaming arrangement with its contractors.

The following rating categories and definitions (excluding utilization of small business) shall be used in assessing the contractor's performance via the CPARS system.

Rating	Description of Rating	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO

		significant weaknesses identified.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should

		be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

H.32 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the Sense of the Congress that, to the greatest extent practicable, all equipment and material purchased with funds made available under this award should be American-made.

H.33 GREEN PURCHASING UNDER DOE SERVICE CONTRACTS

Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and well-being of Federal employees, contract service providers and visitors using the facility. Green purchasing or environmentally preferable contracting includes the initiatives described below:

- Alternative Fuels and Vehicles are described at http://afdc.energy.gov/afdc/
- Biobased Products are described at http://www.biopreferred.gov/
- Energy efficient products are described at http://;energystar.gov/products for Energy Star products and at http://www.eere.energy.gov/femp/procurement for FEMP designated products
- Environmentally Preferable Computers are described at http://www.epeat.net
- Non-Ozone Depleting Products are described at http://www.epa.gov/Ozone/snap.index.html
- Recycled Products are described at http://epa.gov/cpg
- Water efficient products are described at http://epa.gov/watersense/

To the extent that the services provided by the Contractor require the provision of any of the above types of products, the environmentally preferable type of product is to be furnished unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy

consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy-Consuming Products, and 52.223-17, Affirmative Procurement of EPA-designated Items in Service and Construction Contracts, in Section I require the use of products that have biobased content, are energy efficient, or have recycled content.

H.34 PRIVACY ACT SYSTEMS OF RECORD

(a) The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I Clause entitled, *FAR 52.224-2, Privacy Act*.

Title

Personnel Records of Former Contractor Employees
Emergency Locator Records
Payroll & Locator Records
Report of Compensation
Payroll & Pay-Related Data for Employees of Terminated Contractors
General Training Records
Personnel Medical Records
Personnel Radiation Exposure Records
Contractor Employees Insurance Claims
Personnel Security File
Security Investigations
Employee and Visitor Access Control Records
Access Authorization for ADP Equipment
General Correspondence Files

(b) The above list shall be revised by mutual agreement between the Contractor and the Contracting Officer as necessary to keep it current. A formal modification to the Contract is not required to incorporate these revisions; but the revisions become effective upon mutual agreement of the parties. The mutually agreed upon revisions shall have the same effect as if actually listed above for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the Section I Clause entitled, *FAR 52.224-2, Privacy Act*. The revisions will be formally incorporated per the next annual Contract update modification, unless added sooner by the Contracting Officer.

H.35 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE

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

(a) The Government may take possession of and use all the technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any

Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. 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.36 PAPERLESS DIRECTIVE PROCESSING SYSTEM

(a) The Contractor, in addition to complying with applicable laws, rules, and other regulations, shall comply with those DOE orders and other directives applicable to Contractors, with the applicable departmental policies, plans, programs, and management directives, and with all changes to assigned work as agreed to by the Contractor and the Contracting Officer (CO) or designee.

(b) DOE has developed an operating and administrative requirements “List of Applicable DOE Directives,” attached to the contract as Section J, Attachment J-1. The Contractor shall comply with the directives identified in such list. The Contractor shall make no claim, including a claim for equitable adjustment under the Changes clauses of this contract, for additional costs, fee or extension of time of performance relating to compliance with the directives in such list.

(c) The List of Applicable DOE Directives to the contract will be revised and issued, by the DOE CO, as a contract modification, as necessary. The CO may direct the Contractor to comply with additional DOE directives and local directives and revisions thereto, as follows:

Pursuant to any Environment, Safety, and Health provisions of this contract, and in accordance with the Changes clause of this contract with respect to changes in directives involving safety, environment, health, and quality.

(d) At least once a month, the Contractor will extract directives from the DOE Paperless Directive System utilizing the Internet as notification of their availability by DOE electronic prompting. Copies of DOE directives may be obtained without charge from the CO or by citing the number of this contract in a written request sent to the following address:

U.S. DOE
Distribution Section
1000 Independence Ave S.W.
Washington, DC 20585
James V. Forrestal Building

(e) The CO and his/her representative(s) expressly authorized in writing to do so are the only Government officials authorized to provide explanations as to the applicability of directives. The CO is the only Government Official authorized to resolve possible conflicting requirements involving directives.

(f) Upon receipt of a new or revised directive, the Contractor shall review it for consistency with the other terms of this contract and for impacts on funding, manpower and other provisions of the contract. If the Contractor considers the directive to be consistent with the other terms of this contract and it can be implemented within existing funds, manpower, and other provisions of the contract and the implementation will not have a negative impact on the cost, schedule, or other obligations of the Contractor, the Contractor shall establish an implementation schedule, and so advise the CO within 30 calendar days of receipt. In the event the Contractor considers the directive to be inconsistent with the other terms of this contract or the requirements of the directive cannot be implemented within existing funding, manpower, and other provisions of the contract, the Contractor shall so advise the CO within 30 calendar days of receipt. Such notice shall include the basis for the claimed inconsistency and the projected cost of implementation in excess of current funding, manpower, and other provisions of the contract. After evaluation of the Contractor's position, the CO shall issue direction to the Contractor, pursuant to the applicable Changes clause in this contract, concerning appropriate implementation of the directive.

(g) The Contractor will, at least quarterly, notify DOE of those directives obtained from the DOE Paperless Directive System as described in (d) above. The Contractor cognizant personnel will review these directives and recommend for concurrence disposition of the directives to DOE-Hanford.

(h) Upon agreement between the Contractor and DOE, the directive will be implemented as outlined in a Contractor Management Summary or Implementation Plan, whichever is appropriate, and the directive added to Attachment J-1, List of Applicable DOE Directives of the contract and issued by the CO. The same process will be utilized for deletion of directives.

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

H.37 PERFORMANCE GUARANTEE AGREEMENT

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 contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Attachment J-9.

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 Contracting Officer.

H.38 RESPONSIBLE CORPORATE OFFICIAL

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section J, Attachment J-9 entitled, "Executed 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:
Position:
Company/Organization:
Address:
Phone:
Facsimile:
Email:

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is <u>each member</u> 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:
Position:
Company/Organization:

Address:
Phone:
Facsimile:
Email:

Should any change occur to the Corporate Board of Directors or their contact information during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

H.39 OBSERVANCE OF HOLIDAYS

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

H.40 RELEASE OF INFORMATION

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted to the DOE Public Affairs Specialist at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to the Carlsbad Field Office, P.O. Box 3090, Carlsbad, New Mexico, 88221, with a copy provided to the Contracting Officer.

H.41 TRANSITION TO FOLLOW-ON CONTRACT

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

(a) At the expiration of the contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor by allowing its employees to interview for possible employment. For those employees who accept employment with the successor contractor, such employees shall be released in coordinated manner to the successor contractor. The Contractor shall cooperate with the successor contractor with regard to the termination or transfer arrangements for such employees to ensure maximum protection of employee service credits and fringe benefits.

(b) At contract expiration or termination, the Contractor shall cooperate with a successor contractor to jointly prepare a mutual detailed plan for the phase-out and phase-in of operations. This plan shall specify a training and orientation program to cover each phase of the scope of work covered by the contract. A proposed date by which the Contractor will assume responsibility from the outgoing contractor for such work shall be established. The outgoing contractor will maintain full responsibility for such work until assumption thereof by the Contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the Contracting Officer's direction and approval.

(c) This clause shall apply to subcontracts as approved by the Contracting Officer.

H.42 PARTNERING

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

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