

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 CONSECUTIVE NUMBERING**

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

### **H.2 MODIFICATION AUTHORITY**

Notwithstanding any of the other clauses of this contract, the Contracting Officer is the only individual authorized to:

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

### **H.3 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 at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to Public Affairs Office, Department of Energy, Environmental Management, Consolidated Business Center, 250 East 5th Street, Suite 500, Cincinnati, OH 45202, with a copy provided to the Contracting Officer.

### **H.4 LOBBYING RESTRICTION (CONSOLIDATED APPROPRIATIONS ACT, 2014)**

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

### **H.5 CONFIDENTIALITY OF INFORMATION**

- (a) To the extent that the work under this contract/task order requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to DOE 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, or in the case of a task order issued under this contract, the Designated Contracting Officer (DCO), 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 DOE 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 or DCO, of each employee permitted access, whereby the employee agrees that he/she 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 DOE, 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 or DCO. From time to time upon request of the Contracting Officer or DCO, the Contractor shall supply DOE with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.
- (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.
- (f) All of the Contractor's personnel who are assigned to work on task orders that are issued under this master contract shall complete and provide to the DCO a Notice of Nondisclosure Form.

## **H.6 ACCESS TO DOE-OWNED OR LEASED FACILITIES**

- (a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security

clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access. The contract shall consider the following potential disqualifiers which are not all inclusive and may vary depending on access requirements:

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

(b) The Contractor shall assure:

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

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

- (d) The Contractor shall return to the DCO or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.
- (e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE -owned or leased facilities.

#### **H.7 GOVERNMENT FURNISHED FACILITIES, PROPERTY AND EQUIPMENT**

Pursuant to Section I, DEAR Clause 52.245-1, *Government Property*, any Government-furnished facilities, property, or equipment to be provided shall be identified in each individual task order.

#### **H.8 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 products purchased with funds made available under this award should be American-made.

#### **H.9 CONSERVATION OF UTILITIES**

The Contractor shall instruct its 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.10 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES**

DOE 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 DCO or a 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.11 INSURANCE - WORK ON A GOVERNMENT INSTALLATION**

The following kinds and minimum amounts of insurance are required during the performance of this contract:

- (a) Worker's Compensation and Employer's Liability Insurance:
  - (1) The amount required by the state in which the work is being performed under applicable Worker's Compensation and occupational disease statutes.
  - (2) Employer's liability insurance in the amount of \$100,000.
- (b) General Liability Insurance. Bodily liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability Insurance. Coverage shall be on the comprehensive form of policy. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

## **H.12 DIRECT LABOR RATES**

For all task orders issued under the basic contract, the Contractor shall provide Direct Productive Labor Hours (DPLH) from the labor categories set forth at the fixed hourly labor rates indicated in Section J, Attachment D, Schedule of Fully Burdened Rates.

## **H.13 DISPUTES**

In addition to any other clauses contained herein related to Alternate I of Section I, Clause 52.233-1, *Disputes*, any dispute between the Contractor and the Ordering Office shall be handled between the DCO identified in the task order and the Contractor.

## **H.14 ALTERNATE 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 or FAR 52.233-1 Disputes Alternate I.

## **H.15 TASK ORDER CONTRACT TYPE**

Under this basic contract, DOE may issue Firm-Fixed-Price (FFP) and Time-and-Materials (T&M) task orders. FFP task orders shall not exceed five years in duration and T&M task orders shall not exceed three years in duration. . All T&M task orders issued will stipulate a ceiling value for direct productive labor hours (DPLH), fully-burdened labor costs, travel and other direct costs, and total task order price.

## **H.16 TASK ORDER ADMINISTRATIVE INFORMATION**

(a) Designated Contracting Officers (DCOs), as anticipated in FAR 52.216-18, *Ordering*, are all duly authorized DOE EMCBC Contracting Officers.

- (b) The DCO is responsible for all task order activities including requesting task proposals/task plans, awarding, funding, all administrative activities and evaluating contractor performance for all task orders issued. For tracking purposes, the DCO will issue task order number to each individual task order awarded under this contract.
- (c) The DCO will provide copies of task orders and task order modifications to the Contracting Officer for this basic/master contract. Copies of performance evaluations on completed task orders, or task orders that are in process, will also be provided to the Contracting Officer. The Contracting Officer will provide copies of the contract and contract modifications to the DCO, upon request.

#### **H.17 CONTRACTOR EMPLOYEE TRAINING**

The Contractor shall ensure that all employees that perform services under this contract attend mandatory DOE-provided security and/or safety training, as directed by the Contracting Officer's Representative or other duly authorized official (usually within 30 days of the first date of performance on this contract and as 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.18 ORDERING PROCEDURE**

Performance under this basic contract shall be subject to the following ordering procedure:

- (a) The Contractor shall incur costs under this contract only in the performance of task orders and revisions to task orders issued in accordance with this ordering procedure. No payment will be made for other work performed without the express written consent of the Designated Contracting Officer (DCO) identified in Section G.04, *Contract Administration*, or his/her designee.
- (b) From time to time during the period of performance of this master contract, task orders will be issued in writing by the Contracting Officer or his/her designee to the Contractor designating:
  - (1) the task to be performed;
  - (2) the task order type (i.e., Firm-Fixed-Price or Time-and-Materials);
  - (3) the schedule of performance;
  - (4) authorized travel; and
  - (5) any Government-furnished property.

Such task orders will specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation as appropriate. If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in this clause, a task order which includes a ceiling price may be issued. In the event of a conflict between the requirements of the task order and the Contractor's approved task order proposal, the task order shall prevail.

- (c) 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.
- (d) The Contractor shall submit within ten (10) calendar days, after receipt of each Request for Task Order Proposal (RTP) issued by the Contracting Officer or his/her designee, a Contractor Task Proposal. The Task Proposal is the Contractor's overall price for the completion of the task order. 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. The Contractor may submit a schedule of milestones for which it may be reimbursed by the Government after the successful completion of each milestone pursuant to Alternate I of FAR Clause 52.232-16, *Progress Payments*.
  - (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.
- (e) 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 applicable labor category, and the total labor hours, including those in (4) below, estimated to be necessary to complete the task.
  - (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.
- (f) The Contractor's Task Proposal is subject to the review and acceptance of the Contracting Officer or his/her designee. After a T&M task order is issued, if any revision becomes necessary to the estimated amount (more than + or - 10% variance), or level-of- effort (more than + or - 10% variance), the Contractor shall promptly submit to the Contracting Officer or his/her designee a revised Task Proposal with detailed explanatory notes. Revised Task Proposals submitted by the Contractor are also subject to the review of the Contracting Officer.

#### **H.19 POSITION QUALIFICATIONS**

Contractor direct labor personnel assigned to the performance of this contract shall satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the position descriptions/qualifications except as the Contracting Officer may authorize otherwise. The position qualifications will be provided in the contractor's proposal and shall be incorporated into the contract as in Section J, Attachment F.

#### **H.20 REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES**

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 contractors, travelers or others associated with the conference, but do not include funds paid under Federal grants to grantees. Conference expenses include any associated authorized travel and per diem expenses, rental of 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 preparation 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 the agency or contractor through the conference.

## **H.21 CONTRACTOR PRESS RELEASES**

The DOE policy and procedure on news releases requires that all Contractor press releases be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned press releases related to work performed under this contract. The Contracting Officer will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

## **H.22 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 at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to Public Affairs Office, Department of Energy, Environmental Management, Consolidated Business Center, 250 East 5th Street, Suite 500, Cincinnati, OH 45202, with a copy provided to the CO.

## **H.23 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.24 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS**

- (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.29 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR**

The Representations, Certifications, and Other Statements of the contractor, dated (to be inserted at contract award), made in response to Solicitation No. DE-SOL-0006102 are hereby incorporated into this contract by reference.

## **H.28 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 each individual Task Order when applicable.

## **H.29 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.

## **H.30 MAJOR SUBCONTRACTORS**

The following subcontractor(s) have been determined to be major subcontractors for this Contract:

[To be inserted at time of award.]

### **H.31 DOE-H-1061 KEY PERSONNEL**

(a) Introduction

Key Personnel are considered essential to the success of all work being performed under this Contract. This Clause provides specific requirements, in addition to the requirements of the clause in Section I entitled, "DEAR 952.215-70 Key Personnel," for the Key Personnel Team, requirements for changes to Key Personnel, reductions in Contract price for changes to Key Personnel, and identification of all Key Personnel for this Contract.

(b) Key Personnel Team Requirements

The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. In addition to the definition contained in the Section I Clause entitled, "DEAR 952.215-70, Key Personnel," Key Person(s) are considered managerial personnel.

(c) Definitions

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 Contract, 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; or (iii) assigning a current Key Person for work outside the Contract.

(d) Contract Price Reductions for Changes to Key Personnel.

- (1) Notwithstanding approval by the Contracting Officer, any time the Project Manager (the initial Project Manager or any substitution approved by the Contracting Officer) is changed for any reason within three (3) years of being placed in the position, DOE may modify the Contract by reducing the contract price by \$50,000 for each and every occurrence of a change.
- (2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Project Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within three (3) years of being placed in the position, DOE may modify the contract by reducing the Contract price by \$25,000 for each and every occurrence of a change.

- (3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in price. Such written request shall include the factual basis for the request. The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the reduction in price.
- (e) The Key Personnel for this Contract are identified below. The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to add or delete personnel.

Position Name  
Project Manager  
Lead Environmental Scientist

### **H.32 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-33 ENVIRONMENTAL RESPONSIBILITY**

- (a) General. The Contractor is required to comply with all environmental laws, regulations, and procedures applicable to the work being performed under this Contract. This includes, but is not limited to, compliance with applicable Federal, State and local laws and regulations, interagency agreements such as the Hanford Federal Facility Agreement and Consent Decree [also known as the Tri-Party Agreement (TPA)], consent orders, consent decrees, and settlement agreements between the U. S. Department of Energy (DOE) and Federal and state regulatory agencies. For the purposes of this Contract, the TPA constitutes a requirement pursuant to which the Contractor agrees to plan and perform the Contract work.
- (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.