

PART I – THE SCHEDULE

SECTION H – SPECIAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS

H.1 GOVERNMENT PROPERTY AND DATA.....	1
H.2 LAWFUL PERFORMANCE, OPERATING AUTHORITY, AND INSURANCE	1
H.3 U.S. DEPARTMENT OF TRANSPORTATION (DOT) MOTOR CARRIER SAFETY RATING	1
H.4 EXCLUSIVE USE OF TRACTORS AND TEAMS.....	1
H.5 SAFE DRIVING BONUSES AND INCENTIVE COMPENSATION PROGRAMS..	1
H.6 TASK ORDERING PROCEDURES	5
H.7 MOTOR CARRIER EVALUATION PROGRAM (MCEP) AUDIT.....	6
H.8 PARTNERING	6
H.9 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)	6
H.10 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014)	6
H.11 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014).....	7
H.12 DOE-H-2019 DISPOSITION OF INTELLETUAL PROPERTY – FAILURE TO COMPLETE CONTRACT (OCT 2014).....	8
H.13 DOE-H-2020 PRICE ANDERSON AMENDMENTS ACT NONCOMPLIANCE (OCT 2014).....	9
H.14 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014)	9
H.15 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014).....	10

H.16 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)	11
H.17 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)	11
H.18 DOE-H-2044 MATERIAL SAFETY DATA SHEET AVAILABILITY (OCT 2014)	12
H.19 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014)	12
H.20 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014) (DEVIATION)	13
H.21 DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)	14
H.22 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS – ALTERNATE I (OCT 2014) (DEVIATION)	14
H.23 DOE-H-2058 DESIGNATION AND CONSENT OF CRITICAL SUBCONTRACTS – ALTERNATE I (OCT 2014)	14
H.24 DOE-H-2061 CHANGE ORDER ACCOUNTING (OCT 2014)	15
H.25 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR (OCT 2014)	15
H.26 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)	16
H.27 DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)	17
H.28 DOE-H-2066 SAFEGUARDS AND SECURITY PROGRAM (OCT 2014)	18
H.29 KEY PERSONNEL	18
H.30 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)	20
H.31 DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014)	20

H.1 GOVERNMENT PROPERTY AND DATA

- (a) In accordance with the clause FAR 52.245-1, Government Property (Apr 2012) Alternate I (Apr 2012), the Government will provide the property listed in Section C, Appendix 4, as specifically identified for each Task Order issued.
- (b) Except as otherwise authorized by the Contracting Officer in writing, only that property and data specifically included in each individual task order is determined to be Government Furnished Property (GFP). The GFP (trailers) for hauling Contact Handled (CH) and Remote Handled (RH) Transuranic Waste will be identified in individual Task Orders, as applicable.
- (c) The cost to move the trailers to another location if required is included in the firm fixed price established in Section B.3, Price Schedule.
- (d) The Contractor is responsible for the maintenance (including painting) of the trailers provided as GFP.

H.2 LAWFUL PERFORMANCE, OPERATING AUTHORITY, AND INSURANCE

The Contractor shall comply with all applicable Federal, Tribal, State, and local laws and regulations, including obtaining, maintaining and payment of all applicable licenses, permits, fees, and standards necessary to transport CH- and RH-TRU waste shipments over the designated routes. The Contractor shall also comply with the TRU Waste Transportation Plan (DOE/CBFO 98-3103). Motor carriers, including the Carrier Contractor, shall possess the required operating authority, registered in the name of the Carrier Contractor. Additionally all tractors shall be registered to the Carrier Contractor. Each Commercial Motor Vehicle (CMV) operator shall be employed by the Carrier Contractor. Motor carriers shall possess and maintain minimum levels of financial responsibility as required by 49 CFR 387, DEAR 952.231.71 Insurance-litigation and Claims (Aug 2009), and FAR 52.228-5 Insurance – Work on a Government Installation (Jan 1997).

H.3 U.S. DEPARTMENT OF TRANSPORTATION (DOT) MOTOR CARRIER SAFETY RATING

The Contractor shall maintain a satisfactory/fit DOT Motor Carrier Safety rating during the period of performance. An unsatisfactory/unfit or conditional rating may be cause for termination in accordance with the terms and conditions of this contract.

H.4 EXCLUSIVE USE OF TRACTORS AND TEAMS

All tractors and driver teams provided by the Contractor in accordance with this contract shall be reserved for the exclusive use of this contract.

H.5 SAFE DRIVING BONUSES AND INCENTIVE COMPENSATION PROGRAMS

- (a) Due to the importance of safe transportation of waste throughout the United States, especially waste such as that produced as a result of DOE operations, including transuranic waste as expressed by Southern States Energy Board Transportation Planning Guide for the U.S. Department of Energy's Shipments of Transuranic Waste; Memorandum of Agreement between the Western Governors and U.S. Department of Energy, Regional Protocol for the Safe and Uneventful Transportation of Transuranic Waste; TRU Waste Transportation Plan DOE/CBFO 98-3103; and Western Governors' Association WIPP Transportation Safety Program Implementing Guide, the contractor shall develop a plan or policy in accordance with FAR 31.205-6(f) to reward the safe driving of the drivers transporting the waste under this contract. At the conclusion of each year of performance, the Contractor shall assess the safety performance of its drivers. The contractor shall provide information and records to the Contracting Officer to support the assessment of the safety performance in accordance with procedures approved by the contracting officer and paragraph (g) below.
- (b) At a minimum, the contractor's bonus or incentive plan shall provide for a safety bonus to be awarded to its drivers qualified under 49 CFR 391 at the conclusion of each year of performance under this contract in accordance with the following:
- (1) The bonus shall be based upon total actual miles driven each year of performance by all drivers collectively in performing Government transportation services under this contract.
 - (2) If there have been no OSHA recordable injuries and/or no "at fault" determinations which include but are not limited to equipment damage greater than \$250.00* or unauthorized route deviations, no civil judgments, and/or no criminal convictions, traffic fines or penalties assessed by courts or administrative bodies, including federal, state, local, tribal law enforcement officials, or tribal tribunals as result of activities related to or during transportation of shipments attributable to the performance of any drivers employed by the Contractor during each year of performance, the amount of such bonus incentive shall be calculated as follows:

$$\$0.20 \times \text{Total Miles}$$

All of the calculated amount shall be awarded to all of the drivers employed by the Contractor, divided and disbursed in accordance with the contractor's policies and procedures.

*Does not include a one-time occurrence of equipment damage greater than \$250.00, but not more than \$5,000.00, during the life of the contract. This one-time occurrence only applies to the calculation of the Safe Driving Bonuses and Incentive Compensation Program.

- (3) If only one of the incidents listed in paragraph (b)(2) has occurred during the

year of performance as a result of activities related to or during transportation of shipments attributable to the performance of any drivers employed by the Contractor, the amount of such bonus incentive shall be calculated for the drivers employed by the Contractor other than the driver(s) involved in the above matters as follows:

$$\$0.15 \times \text{Total miles}^*$$

*Total miles exclude the miles associated with the occurrence of the activities in paragraph (b) (2) above.

All of the calculated amount shall be awarded to all drivers, other than the driver(s) involved in the incidents listed above. It shall be divided and disbursed in accordance with the contractor's procedures.

- (4) If two of the incidents stated in paragraph (b) (2) above have occurred during the year of performance as a result of activities related to or during transportation of shipments attributable to the performance of any drivers employed by the Contractor, the amount of such bonus incentive shall be calculated for the drivers employed by the Contractor other than the driver(s) involved in the activities listed in paragraph (b) (2) as follows:

$$\$0.10 \times \text{Total miles}^*$$

*Total miles exclude the miles associated with the occurrence of the activities in paragraph (b) (2) above.

- (c) All of the calculated amount shall be awarded to all drivers, other than the driver(s) involved in the matters in paragraph (b) (2) above. It shall be divided and disbursed in accordance with the contractor's plan procedures.
- (d) If three or more of the incidents set forth in paragraph (b) (2) above have occurred within the year of performance, the contractor's plan shall provide that there will not be a safety bonus incentive issued.
- (e) If there has not been a final resolution or final determination of the matters identified in paragraph (b)(2) above by the end of the year of performance, the bonuses shall not be awarded to the drivers until a final resolution/determination has occurred. The contractor shall notify the contracting officer when there has not been a final determination and provide sufficient documentation to demonstrate that there has not been a final determination. Such documentation should include citation, current stage of process, any notices of violation, any appeals, and/or any other documents requested by the contracting officer. When a final resolution or determination has been made by the appropriate body or fine and penalty has been assessed, the contractor shall immediately provide the final determination or resolution, and/or fines, and/or penalties and any and all documents demonstrating the conclusion of the

matter.

- (f) The contractor's established plan or policy shall be submitted to the contracting officer for approval within seven days of the issuance of the first task order for the 60-day transition period. Any changes to the plan or policy shall be submitted to the contracting officer for approval.
- (g) The following records shall be maintained and verified by the contractor and proof of verification shall be provided upon submission of an invoice for reimbursement of the bonus incentives paid to the drivers by the contractor. The same records shall also be provided to the contracting officer if requested. These records are in addition to any other records that the contractor is required to maintain under this contract.
 - (1) Copies of all mileage logs for each driver, including those required to be maintained by DOT and any and all federal, state, local or tribal laws, regulations, or authorities;
 - (2) Appropriate records to demonstrate the driving record of each driver, including but not limited to any federal, state, local, or tribal bureau of motor vehicles or law enforcement's records for each driver;
 - (3) Copies of shipment number invoices containing mileage and delay times for each shipment;
 - (4) Copies of the DOT Annual Check which is reported to the Contractor regarding moving violations and accidents of both the company and the drivers. The contracting officer will also verify with DOT the results of the annual check;
 - (5) Copies of all accounting and cost records documenting calculations;
 - (6) Calculations of payments to be made to the individual drivers;
 - (7) Any and all other documentation received by the contractor and responses of the contractor regarding any of the incidents listed in paragraph (b) (2) above from any federal, state, local, or tribal body, including courts and law enforcement agencies; and
 - (8) Any and all information pertaining to OSHA inspections and any correspondence between OSHA and the contractor, including but not limited to violations and responses thereto.
- (h) The Government retains the right to verify any information provided by the contractor with the applicable entity and/or obtain the information independently. The contractor agrees to assist the Government in obtaining access to any state, local, federal, or tribal reports and/or records.

There will not be any distribution of the bonus to the individual drivers by the Government. The amount contained in Section B.3, Pricing Schedule, is an estimated amount. Costs shall be reimbursed in accordance with FAR Part 31 and the terms and conditions of the contract.

- (i) Since the above incentive award is part of the driver's compensation, the contractor shall give any labor organization representing its drivers notice of the proposed policy as soon as practicable after contract award and shall negotiate in good faith until impasse or agreement has been obtained with that labor organization about that policy, consistent with any applicable bargaining agreement and applicable law.
- (j) Any subcontract for drivers shall include the above requirement for incentive bonuses for safe driving.
- (k) The above clause, as are all other clauses contained herein, is not intended for the benefit for third parties.

H.6 TASK ORDERING PROCEDURES

- (a) As described in Section I, FAR 52.216-18 "Ordering", the Government shall issue Task Orders to the Contractor to provide the required transportation services for a specified period of performance. The total value of the task order will include a firm fixed price for services and an estimated cost for reimbursable items. The values will be established in accordance with Section B.3, Pricing Schedule, of this contract based on the quantity ordered.
- (b) The funding available in each Task Order for cost reimbursable items shall be treated as a separate amount allowed and obligated as described in Section B.5, Obligation of Funds, and Section I clause FAR 52.232-22, "Limitation of Funds" as if such funding were separately set forth in Section B of the contract. The accepted firm-fixed price items may be incrementally funded throughout the Task Order period in accordance with Section B.6, Limitation of Government's Obligation.
- (c) The Contractor shall monitor, collect, control, and report reimbursable costs in accordance with the terms of each Task Order. Fee is not allowed on reimbursable costs.
- (d) The Government will issue a minimum of one Task Order for the Contract Transition Period and Basic Transportation Services described in Section B.1(b) for Period 1. In addition to the Basic Transportation Services, the Government, at its sole discretion, may issue additional Task Orders for Additional Transportation Services, described in Section B.3(c), during the 5-year Contract Ordering Period.
- (e) Task orders will be issued by unilateral execution of an Optional Form 347 "Order for Supplies/Services."

- (f) The Government will specify in each Task Order the quantity of services ordered and the period in which the Contractor is to provide those services.
- (g) The quantity of services ordered shall be in accordance with Section I clause, FAR 52.216-19 “Order Limitations” (Oct 1995).

H.7 MOTOR CARRIER EVALUATION PROGRAM (MCEP) AUDIT

The Contractor shall undergo and pass the Motor Carrier Evaluation Program (MCEP) Audit. Per MCEP Volume I, section 2.2, carriers of TRU waste shall be evaluated to Tier 1 grading. The MCEP Audit that is conducted by DOE is an extensive audit of all facets of a carrier’s business operations including an extensive on-site physical review of records and equipment. This inspection is covered in the DOE MCEP Plan and Procedures (latest revision applies). If the Contractor does not pass the Audit, the Government reserves the right to terminate the contract for default. If the contractor has already undergone and passed an MCEP audit CBFO shall determine what if any review is required.

H.8 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.

H.9 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.

H.10 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014)

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 A, Executed Performance Guarantee.”

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.11 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 L, Attachment L-1 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 [Offeror to insert information]:

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 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 [Offeror to insert information]:

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.12 DOE-H-2019 DISPOSITION OF INTELLETUAL PROPERTY – FAILURE TO COMPLETE CONTRACT (OCT 2014)

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. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause entitled "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 anytime 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.13 DOE-H-2020 PRICE ANDERSON AMENDMENTS ACT NONCOMPLIANCE (OCT 2014)

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

H.14 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014)

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.
- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or 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 Contracting Officer, pursuant to the Clause entitled, "FAR 52.242-15, Stop-Work Order."

- (d) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:
- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
 - (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
 - (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.
- (e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

H.15 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)

- (a) The 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, 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 in 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 Contracting Officer, and the Contracting Officer 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 Contracting Officer 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 Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.
- (e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer 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 Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

H.16 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)

The Government may award contracts to other contractors for work to be performed at a DOE-owned or –controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer 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.17 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)

Within **10** calendar days after the effective date of the contract, the Contractor shall submit to the Contracting Officer 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, Organizational Conflicts of Interest. The Plan shall be periodically updated as required during the term of the contract. 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 Contracting Officer.
- (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 Contracting Officer 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.18 DOE-H-2044 MATERIAL SAFETY DATA SHEET AVAILABILITY (OCT 2014)

In implementation of the clause at FAR 52.223-3, Hazardous Material Identification and Material Safety Data, the Contractor shall obtain, review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

H.19 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014)

- (a) Designated Federal holidays. Federal employees observe the following Federal holidays:
 - (1) New Year's Day
 - (2) Birthday of Martin Luther King, Jr.
 - (3) Washington's Birthday
 - (4) Memorial Day
 - (5) Independence Day
 - (6) Labor Day
 - (7) Columbus Day
 - (8) Veterans Day
 - (9) Thanksgiving Day
 - (10) Christmas Day

Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

- (b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.
- (c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.
- (d) The Contractor shall provide the services required by the contract at Federally-owned or –controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor’s employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.
- (e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer Representative will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer’s Representative.
- (f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees’ regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above

H.20 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014) (DEVIATION)

In implementation of the clause at DEAR 952.204-75, 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/Task Order shall be reviewed and approved by DOE prior to printing, issuance, or distribution. Therefore, the

Contractor shall, at least 10 calendar days prior to the planned issue date, submit a draft copy of the proposed releases to DOE- CBFO, Office of Public Affairs, P.O. Box 3090, Carlsbad, New Mexico 88221. All proposed releases should conform to the requirements of the applicable DOE Orders pertaining to the public release of information. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.21 DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)

(a) In accordance with the clauses FAR 52.228-5, Insurance – Work on a Government Installation and DEAR 952.231-71, Insurance-Litigation and Claims, the following types and minimum amounts of insurance shall be maintained by the Contractor:

- (1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.
- (2) Employer's liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).
- (3) Comprehensive bodily injury liability - \$500,000.
- (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
- (5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.
- (6) Comprehensive automobile property damage - \$20,000 per occurrence.

(b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

H.22 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS – ALTERNATE I (OCT 2014) (DEVIATION)

The Contractor's performance under each individual Task and/or Delivery Order issued pursuant to this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachments C and D of this contract.

H.23 DOE-H-2058 DESIGNATION AND CONSENT OF CRITICAL SUBCONTRACTS – ALTERNATE I (OCT 2014)

(a) In accordance with the clause at FAR 52.244-2, Subcontracts, the following subcontracts have been determined to be critical subcontracts:

[To be updated at Time of Award]

- (b) In the event that the Contractor plans either to award or use a new critical subcontract or replace an existing, approved critical 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 critical 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 critical 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 critical 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 critical subcontractor on future Task Orders.

H.24 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 Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

H.25 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR (OCT 2014)

- (a) Pursuant to the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.
- (b) 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.

Directive No.	Date	Directive Title / Contract Requirements Document
DOE O 206.2	2/19/2013	Identity, Credential, and Access Management, including CRD

H.26 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)

- (a) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE’s electronic or other systems. Such confidential information 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 Contracting Officer.
- (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 Contracting Officer.
- (d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A

copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.

- (e) Upon request of the Contracting Officer, 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.27 DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)

The Contractor shall comply with the following:

- (a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).
- (b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.
- (d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.
- (e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

- (g) Ensure that all their employees understand that they must –
 - (1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;
 - (2) Not impede or hinder another employee's cooperation with the OIG; and
 - (3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.
- (h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

H.28 DOE-H-2066 SAFEGUARDS AND SECURITY PROGRAM (OCT 2014)

- (a) Pursuant to the clause at DEAR 952.204-2, Security, the Contractor agrees to comply with all security regulations and contract requirements as incorporated into the contract.
- (b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2, Laws, Regulations and DOE Directives.

H.29 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, 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) 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. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:
 - (1) Notify the Contracting Officer reasonably in advance;
 - (2) Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and
 - (3) Obtain the Contracting Officer's written approval. Notwithstanding the

foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at DEAR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

<u>NAME</u>	<u>POSITION TITLE</u>
[Offeror Fill-In]	Project/Terminal Manager

(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) Key Personnel 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”.

(e) The Project/Terminal Manager position is a position that is required to be located at and performed on site at the terminal.

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

(1) Notwithstanding approval by the Contracting Officer, any time the Project/Terminal Manager (the initial Project/Terminal Manager or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of Notice to Proceed, DOE may modify the Contract by reducing the contract price by \$25,000 for each and every occurrence of a change.

(2) 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 Contractor's basis for the removal, replacement, or diversion of any key personnel. The Contracting Officer shall have the unilateral discretion to make

the determination to waive all or part of the reduction in price.

H.30 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 C.6, Applicable Statutory and Regulatory Requirements and Other Guidance, or identified elsewhere in the contract.
- (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 clause of this contract at FAR 52.243-1, Changes-Fixed Price (including Alt IV).
- (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.31 DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014)

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