

PART I - THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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PART I - THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS

(a) Project Control System

- (1) The Contractor shall establish, maintain, and use a project control system that accurately reflects the project status relative to cost and schedule performance, including implementation of a certified (in accordance with DOE Order 413.3A) Earned Value Management System that is compliant with the current version (at time of contract award) of the American National Standards Institute/Electronic Industries Alliance (ANSI/EIA)-748 Standard. The Earned Value Management System shall also be validated by the Office of Engineering and Construction Management within one year after the date of contract takeover under Section F.3(b) of this contract. The project control system shall also provide configuration control of changes to the baseline. This system shall be fully integrated with the financial and cost accounting systems to ensure consistent cost reporting. The Contractor shall maintain a project control system in accordance with the following requirements:
 - (i) DOE Order 413.3A, Program and Project Management for the Acquisition of Capital Assets, dated July 28, 2006
 - (ii) DOE Guide 430.1-1, Cost Estimating Guide, dated March 28, 1997
- (2) The Contractor shall submit to the Contracting Officer a Project Execution Plan (PEP) that includes a detailed written description of the proposed project control system for approval within 60 days after the date of contract takeover under Section F.3(b) of this contract. Cost effective, graded application of controls will be a critical factor in determining acceptability of the proposed system.

The existing project control system shall be used until such time as a replacement system is approved. The Contractor shall evaluate the usefulness and cost effectiveness of the existing system and its relationship to the other site contractor information systems. The evaluation shall also identify any enhancements or modifications that are necessary to bring the existing system into compliance with the requirements of the contract. However, under any circumstances, the Contractor shall have a fully operational project control system ready for

DOE approval within one year of the date of contract takeover under Section F.3(b) of this contract.

The Contractor shall employ charging practices, policies, and procedures to collect and report forecasted and incurred costs. Any proposed changes to the work breakdown structure, chart of accounts, charging practices and policies shall be approved by the Contracting Officer prior to implementation. Changes to charging practices, including cost accounting changes or any other change affecting historical records of projects shall be in accordance with clauses I.64 and I.65 of this contract.

(b) Baseline Development and Cost Collection

- (1) As part of the PEP, the Contractor shall develop and submit an AMWTP contract baseline consistent with the terms and conditions of this contract. The baseline shall be developed in accordance with DOE Order 413.3A and include the entire life-cycle baseline with a detailed development of the cost, scope, and schedule for the scope identified in the Statement of Work (SOW). The detailed baseline must match the SOW in Section C, the Estimated Cost and available fee in Section B.3, and must not exceed the project-to-date obligated funding. The baseline shall undergo an external independent review and receive DOE validation within one year of the date of contract takeover under Section F.3(b) of this contract. The PEP shall include the annual estimated costs for facility maintenance and reliability improvements and a project risk mitigation plan. The Work Breakdown Structure (WBS) for the work scope shall provide the basis for all project control system components, including estimating, scheduling, budgeting, performing, managing, and reporting, as required under this contract.
- (2) Cost estimates shall be integrated with the WBS and estimating methodologies used shall be consistent with DOE Order 413.3A. Costs shall be discernable by the Standard Accounting and Reporting System (STARS) Program and Local Use numbers (as assigned by DOE), direct costs, indirect costs (by pool), and fee. Cost estimates for executive compensation shall be consistent with the Contractor's bid proposal. Cost estimates that are part of the contract baseline, when combined with an appropriate, calculated Management Reserve (minimum 5% annually), shall not exceed the Estimated Cost. The project control system must maintain capability to provide and track to Total Project Cost (TPC), Estimate-to-Complete (ETC), and Estimate-at-Completion (EAC).
- (3) Schedules shall be developed that integrate with the WBS. All project work scope shall be included regardless of funding source. Activity logic links shall depict all work scope constraints and decision points and shall be integrated into a total project network schedule. The project schedule

shall clearly depict critical path activities and milestones. Activities shall be resource loaded at the lowest practical level of the WBS, but at a minimum at least one level below the total project to develop time-phased budgets that are integrated with the schedule. Float analysis will be summarized at the total project level.

- (4) The Contractor shall analyze DOE proposed or directed funding changes for its impact on technical, schedule, and cost elements of the baseline, along with potential impacts to the estimated cost and fee.
- (5) Any Contractor requested changes or DOE directed changes shall be addressed through the established change control process detailed in Section H.1(d).
- (6) Prior to the release of funds for each fiscal year, DOE will analyze the baseline for that fiscal year. As budget information becomes available, DOE will provide an estimate of any budget restrictions or specific technical or schedule guidance for the upcoming fiscal years through the remainder of the project. By September 15 of each Fiscal Year (FY), the Contractor shall prepare a project performance forecast (Annual Operating Plan) for all upcoming fiscal years from the approved project baseline. The Contractor shall submit the Annual Operating Plan (AOP) for approval by the Contracting Officer that identifies the differences to the work activities described in the Project Baseline for that specific year.
- (7) The Contractor shall provide cost and schedule variance analysis explaining differences between planned and actual performance against the total project baseline and the Estimated Cost. Performance analysis techniques shall be commercially accepted and documented, shall utilize earned-value methods, and shall be reported to DOE at two levels below the total project level. Performance measures (i.e., quantities), e.g., EM Corporate Performance Measures (Section J, Attachment I), are required for all technical work scope unless otherwise approved by the Contracting Officer. For variances greater than $\pm 10\%$, the analysis shall detail the causes for variances and corrective actions required.
- (8) The Contractor shall evaluate the EAC factoring in cost and schedule variances for the project on a quarterly basis to ensure that it is consistent with observed trends in performance, emerging or resolved issues, and changes in the assessment of project risk. The results of the evaluation along with a corrective action plan, if needed, shall be transmitted to the Contracting Officer by the 15th day of the month following the end of the quarter. The Contractor shall seek innovative approaches and efficiencies to ensure EAC recovery and report on these efforts in the monthly report.

- (9) All actual direct costs incurred in the performance of work shall be recorded on a timely basis. Actual costs incurred must be recorded in the same accounting period that performance is measured and recorded. Any indirect costs shall also be collected and appropriately allocated per the approved Contractor Cost Accounting Standard Disclosure Statement.
- (10) Costs shall be collected at a charge number level and be able to be summed through the WBS, and by fund source (Project Baseline Summary and local use number). Mischarges on time cards or other administrative or accounting errors shall be detected and corrected in a timely manner.

(c) Project Reporting

- (1) The Contractor shall submit monthly status reports on the total project in a format approved by the Contracting Officer by the 10th day of the following month. An electronic copy of the monthly status reports shall be submitted to the Office of Environmental Management (EM) by email to ContractorsMPR@hq.doe.gov. The status report shall include earned value data in the five (5) Office of Management and Budget Contract Performance Report Formats (DID-MGMT-81466):
 - (i) Format 1, DD Form 2734/1, Mar 05, Work Breakdown Structure;
 - (ii) Format 2, DD Form 2734/2, Mar 05, Organizational Categories;
 - (iii) Format 3, DD Form 2734/3, Mar 05, Baseline;
 - (iv) Format 4, DD Form 2734/4, Mar 05, Staffing; and
 - (v) Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis.

The monthly status report shall, at a minimum, include cost and schedule variance at the WBS level with rollup to the total project, progress on DOE-EM corporate performance measures (Section J, Attachment I), DOE-approved contractor performance measures, outstanding commitments, and critical technical or programmatic risks and issues.

- (2) Plans and reports shall be prepared in such a manner as to provide for consistency with the contract SOW, the baseline, and the approved WBS. The Contractor's reporting system shall be able to provide for the following:
 - (i) Timely incorporation of contractual changes affecting estimated cost, scope, and schedule;
 - (ii) Reconciliation of estimated costs in terms of changes to the authorized work and internal re-planning;
 - (iii) Changes to records pertaining to work performed that will change previously reported costs for correction of errors; and

- (iv) Revisions to the contract estimated costs for DOE-directed changes to the contractual effort.
- (3) The Contractor shall provide the Contracting Officer, or designated authorized representatives, full access to any and all information and documents comprising the Contractor's project control and reporting, and cost collection systems, including read-only access to associated electronic information systems.
- (4) The Contractor shall include reporting requirements in all subcontracts necessary to fairly evaluate performance and support the Contractor reporting requirements.
- (d) **Baseline Change Management**
 - (1) The baseline is the source document for all project control and baseline change management. The processes for managing and administering changes to all elements of the baseline shall be timely, formal, and documented. Change management thresholds and authorities shall be consistent with the Project Execution Plan.
 - (2) Changes affecting contract cost, scope, or schedule shall be submitted to the Contracting Officer for approval. Change control that does not affect contract cost, scope, or schedule shall be provided to the Contracting Officer for informational purposes. Only the Contracting Officer can authorize work scope changes.
 - (3) The Contractor shall not exceed the authorized funding level as obligated.

H.2 PROGRAMMATIC RISKS AND UNCERTAINTIES

Completion of this project will require the Contractor to successfully identify, analyze, resolve, mitigate, eliminate, or avoid many types of risk. Risks to the worker, the public, and the environment are managed through the Integrated Safety Management System (ISMS), the Environmental Safety and Health Program (ES&H) identified in Section C and 10 CFR Part 851 *Worker Safety and Health Program*. Risks to project schedule and cost are classified as programmatic or project risks and shall be managed through and compliant with the Programmatic Risk Management process within the Project Management System specified by DOE Order 413.3A and DOE Manual 413.3-1. The Contractor's initial risk management plan (submitted as part of its proposal) shall be updated and submitted with the PEP for DOE approval within 60 days after contract takeover. The risk management plan shall be updated and submitted annually thereafter for DOE approval. The risk management plan shall designate who (the Contractor or DOE) is responsible for each risk item. The Contractor's risk management plan shall address all significant risks, including, at a minimum, the elements listed below in Table

H-1. Because this contract is performance-based, the Contractor may use any means available to eliminate, avoid, or mitigate risks, including the use of cost or schedule contingency.

Table H-1 Risks and Uncertainties

Item	Uncertainty	Description
1	System and equipment reliability	The aggressive production goals for processing stored transuranic waste may be impacted by system and equipment reliability issues in the Treatment Facility. Systems of concern include, but are not limited to, the BROKK [®] equipment in both box lines, the Box Opening Gantry Robot, the Shredder, the Supercompactor, and the Bagless Transfer System.
2	RESERVED	
3	Condition of waste containers yet to be retrieved	A portion of the transuranic waste containers stored in the Transuranic Storage Area Retrieval Enclosure are breached, contaminated, or lack structural integrity that create safety and efficiency challenges.
4	Treatment capability shortcomings	Some stored transuranic wastes cannot be processed efficiently or at all with existing plant systems and equipment because of high radiation levels, oversized containers, and unwieldy contents.
5	TRU waste from other generators	Transuranic wastes received from other DOE sites must be processed and disposed within time constraints specified in the Site Treatment Plan. Transuranic waste from other DOE sites and from other INL Site waste generators, including the Accelerated Retrieval Project, cannot impact Settlement Agreement deadlines for disposition of stored transuranic waste.
6	WIPP shipping asset limitations	There are finite shipping assets available from WIPP to support transuranic waste shipments from the INL Site. Inefficient shipments or losses in shipping assets for any reason, including weather, could negatively impact shipping transuranic waste out of Idaho.
7	Non-compliance with WIPP requirements	Modifications to the WIPP Hazardous Waste Permit authorized in late CY2006 require highly accurate certification performance. Errors in certifying transuranic waste could result in costly delays.
8	Out-year funding	Uncertainties in out-year funding projections could negatively impact meeting the Settlement Agreement deadlines to ship transuranic waste out of Idaho in accordance with this contract.

H.3 PARTNERING AGREEMENT

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 its guidelines and any changes thereto, unless otherwise expressly directed, will be utilized in organizing partnering meetings and establishing a partnering agreement.

H.4 GOVERNMENT FURNISHED SERVICES/ITEMS (GFSI)

DOE and the Contractor recognize that implementation of the SOW is dependent upon many activities, including the Government Furnished Services and Items (GFSI) identified below.

- (a) DOE will review and approve or provide comments on each Contractor submittal of safety basis or regulatory documents within 30 days of receipt of an acceptable submittal unless otherwise notified by the Contracting Officer.
- (b) DOE will supply TRUPACTs, trucks, trailers, and drivers for shipment of TRU waste to WIPP throughout the contract period per the WIPP Shipping Baseline schedule approved by DOE. The WIPP Shipping Baseline schedule is approved on an annual basis and is subject to changes based upon CBFO funding and DOE priorities.

H.5 CORPORATE GOVERNANCE

Within 90 days of contract award, the Contractor shall identify by name and affiliation each member of the Corporate Board of Directors (or functionally equivalent entity) that will have corporate oversight of the management operations of the Contractor organization and key personnel. If the Contractor's organization is a joint venture, newly-formed Limited Liability Company (LLC), or similar entity where more than one company is involved in a business relationship created for the purpose of performing under the contract, the Contractor shall provide the information required by this provision for that formal organizational element established to act in a manner that is functionally equivalent to a Corporate Board of Directors.

The Contractor shall describe the role of the Board of Directors (or functionally equivalent entity) in providing corporate oversight, assurances, and resource commitments to ensure that the organizational structure and key personnel effectively manage and accomplish the work contemplated under the contract.

H.6 RESPONSIBLE CORPORATE OFFICIAL

The Contractor shall provide a Guarantee of performance from its parent company in the form set forth in Section J, Attachment E, entitled *Performance Guarantee Agreement*. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall each provide Guarantees for joint and severable liability for the performance of the Contractor. In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer. Notwithstanding the provisions of this Clause, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the Contractor regarding Contractor performance issues:

George Dudich, President
Babcock & Wilcox Technical Services Group, Inc.
13024 Ballantyne Corp. Place
Charlotte, NC 28277
Telephone: (704) 625-4923
E-mail: gdudich@babcock.com

Should the responsible corporate official change during the period of the contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

H.7 REIMBURSEMENT OF SENIOR EXECUTIVES

Government reimbursement of compensation is subject to the approval requirements outlined in FAR 31.205-6 and the latest DOE Acquisition Letter on Contractor Executive Compensation, dated April 3, 2007, available at www.management.energy.gov/documents/AL2007-2.pdf. This reimbursement limitation does not prohibit paying compensation to the Contractor's senior executives at a higher rate, but rather only limits the amount of compensation that can be reimbursed by the Government as an allowable contract expense. The Contractor is encouraged to recruit, retain, and compensate the highest quality senior executives to execute the SOW in an efficient and cost-effective manner. Senior executives' compensation, and subsequent increases during the contract term, must be included *in the bid proposal cost estimate*. Annual increase requests as required by clause H.20(e) will be reviewed relative to the proposal and Life Cycle Baseline estimates; cost effectiveness, as established by cumulative earned value measured against the baseline; and market analysis.

H.8 LEGAL MANAGEMENT PLAN

- (a) The Contractor shall submit within sixty (60) days after contract award to the Contracting Officer for approval a Legal Management Plan in accordance with 10 CFR Part 719, and include the items set forth in 10 CFR Part 719.10.
- (b) The Plan shall describe the Contractor's practices for managing legal costs and matters for which it procures the services of retained legal counsel. Once approved by the Contracting Officer, the Plan, as well as applicable regulations and contract provisions, forms the basis for approvals by the Contracting Officer to reimburse litigation and other legal expenses. The Plan may be revised by the Contractor and approved by the Contracting Officer from time to time to conform to legal management rules or policies established by DOE.

H.9 PRIVACY ACT SYSTEMS OF RECORDS

- (a) The Contractor shall be responsible to ensure that the design, development, and operation of applicable systems of records that are subject to the Privacy Act of 1974 are adequate. For a brief description of the applicable records, reference the Federal Register Notice, Volume 73, No. 64, Wednesday, April 2, 2008. They shall include:

DOE-5	Personnel Records of Former Contractor Employees
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-11	Emergency Operations Notification Call List
DOE-33	Personnel Medical Records -- (Contractor Employees)
DOE-35	Personnel Radiation Exposure Records

DOE-38	Occupational and Industrial Accident Reports
DOE-43	Personnel Security Clearance Files
DOE-48	Security Education and/or Infraction Reports
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-81	Counterintelligence Administrative and Analytical Records and Reports
DOE-84	Counterintelligence Investigative Records
DOE-88	Epidemiological and Other Health Studies, Surveys and Surveillances

- (b) The above list shall be revised from time to time by the Contracting Officer as may be necessary to keep it current.

H.10 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.11 RESPONSIBILITY FOR EXISTING CONTRACTUAL AND OTHER AGREEMENTS

- (a) On the date of contract takeover under Section F.3(b) of this contract, the Contractor shall adopt, and accept transfer and assume responsibility and accountability for, existing: (a) leases for the Energy Drive Facility (supplier - Zaser and Longston) and Lindsay Warehouse Facility (supplier - Westergard), which are effective through September 30, 2011; (b) cooperative research and development agreements; (c) consent orders; (d) regulatory agreements and permit requirements, lawsuits and other litigation matters; and (e) any other agreements DOE determines are necessary for the conduct of operations. The Contractor may, but shall not be required to, adopt any collective bargaining agreement in effect between BBWI and any collective bargaining representative.
- (b) The Contractor may determine, with the exception of the facility leases noted in Section H.11(a), which purchase orders, subcontracts, or leases it will assume and/or propose alternative strategies for work currently being performed through existing subcontracts or other contractual agreements.

H.12 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 of Idaho under applicable Worker's Compensation and occupational disease statutes.
 - (2) Employer's liability insurance in the amount of \$500,000.
- (b) General Liability Insurance. Bodily liability coverage written on the comprehensive form of policy of at least \$1,000,000 per occurrence.
- (c) Automobile Liability Insurance. Coverage shall be listed on the comprehensive form of the 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 \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$100,000 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.13 QUALITY ASSURANCE PROGRAM

Within 90 days of the contract award date, the Contractor shall submit to DOE for approval any proposed changes to the existing quality assurance program for nuclear facilities that satisfy the requirements of 10 CFR Part 830 Subpart A, DOE Order 414.1C, the WIPP Hazardous Waste Facility Permit, and the current version of the CBFO Quality Assurance Program Document. The Contractor's quality assurance program shall also be compliant with the most current version of ANSI/ASME NQA-1, allowing for consistency with the WIPP Hazardous Waste Facility Permit, and the current version of the CBFO Quality Assurance Program Document. The Contractor shall flow down quality assurance program requirements into subcontracts issued in support of this contract.

H.14 INTERNAL AUDIT

The Contractor shall develop an independent internal audit and examination program in accordance with the DOE Cooperative Audit Strategy as outlined in Department of Energy Acquisition Guide, Chapter 70.4, and Government Auditing Standards for

records, operations, expenses, and transactions with respect to costs claimed to be allowable under this contract. The results of any internal audits, including the working papers, shall be submitted or made available to the Contracting Officer or his/her designee. This clause does not supersede DOE's right to perform self-initiated reviews, evaluations, or audits directed at improving the efficiency of operations and an overall reduction in cost and allowability of cost per FAR part 31.

H.15 LABOR STANDARDS

When requested by DOE, the Contractor shall timely provide information necessary for the Contracting Officer to determine the applicability of the Davis-Bacon Act, the Service Contract Act, or other applicable labor standards law. The Contractor shall obtain a wage determination under the applicable law from the Department of Labor (or other governing body) at least once every two (2) years, but not more often than yearly. The Contractor and/or subcontractors shall comply with the most recent wage determination and agree to incorporate the appropriate labor standards requirements into this contract and any subcontracts.

H.16 LABOR AND EMPLOYEE RELATIONS

- (a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.
- (b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiation of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.
 - (1) The Contractor shall seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR, Subpart 22.1, and DEAR, Subpart

970.2201, and all applicable Federal and State labor relations laws.

- (2) The Contractor shall notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and shall furnish such additional information as may be required from time to time by the Contracting Officer.

(c) Employee Relations

The Contractor is expected to maintain a positive employee relations environment that will foster high productivity at a reasonable cost. The Contractor shall implement effective employee concerns resolution programs.

- (d) By the end of FY 2012, in collaboration with the Contracting Officer, the Contractor shall determine post-2015 workforce requirements. If the facility is to be phased out of operation or post-2015 operations will be limited, the Contractor will develop and submit a plan for workforce restructuring based on that determination.

H.17 KEY PERSONNEL (JULY 2011)

(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 available fee 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 purpose of this Clause, Changes to Key Personnel is defined as:

- (1) 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;
 - (2) utilizing the services of a new substitute Key Person for assignment to the contract; or
 - (3) assigning a current Key Person for work outside the Contract.
- (d) Contract Fee 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 approval by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, Available Fee described in Section B may be permanently reduced by up to \$100,000 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 two (2) years of being placed in the position, Available Fee described in Section B may be permanently reduced by up to \$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 Available Fee. 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 Available Fee.

H.18 RESERVED

H.19 WORKFORCE TRANSITION

The Contractor shall use the transition period to make hiring decisions and to establish the management structures necessary to conduct an employee relations program. In establishing an initial workforce and through the first six (6) months after contract award, the Contractor shall give a first preference in hiring for vacancies in non-managerial positions under this contract to Incumbent Employees as defined in H.20(e)(1) who meet the qualifications for a particular position. This hiring preference takes priority over the hiring preference provided in Section I.116 “DEAR 952.226-74 Displaced Employee Hiring Preference.” It does not apply to the Contractor’s hiring of management staff (i.e., first line supervisors and above).

H.20 EMPLOYEE COMPENSATION: PAY AND BENEFITS

(a) Human Resources Compensation Plan.

The Contractor shall submit, within 30 days of contract award, a *Human Resources Compensation Plan* demonstrating how the Contractor will comply with the requirements of this contract. The *Human Resources Compensation Plan* shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

(b) Total Compensation System

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

(c) Appraisals of Contractor Performance

DOE will conduct periodic appraisals of Contractor performance with respect to Total Compensation System implementation. Such appraisals will be conducted through either DOE validation of the Contractor's performance self-assessment of its Total Compensation System or third party expert review.

(d) Reports and Information

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this contract:

- (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts by April 1 of each year.
- (2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(2)(ii) and their total cash compensation at the time of

contract award, and at the time of any subsequent change to their total cash compensation.

- (3) An Annual Report of Contractor Expenditures for Employee Supplemental Compensation through the Department Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of each year.
- (4) A performance self-assessment of the Total Compensation System implementation and results to include an evaluation of total benefits using the Employee Benefits Value Study and the Employee Benefits Cost Survey Comparison Analysis described in Section H.20(f).

(e) Pay and Benefit Programs

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

- (1) Incumbent Employees are the employees who are Regular Employees of BBWI as of the date of contract takeover under Section F.3(b) of this contract.
 - (i) Pay. Subject to Section H.19 above, the Contractor shall provide equivalent pay to Incumbent Employees as compared to pay provided by BBWI for at least the first year of the term of the contract.
 - (ii) Pension and Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that provided by BBWI. Comparability of the total benefit package shall be determined by the Contracting Officer at his/her sole discretion.

Incumbent Employees shall remain in the existing pension plan (or comparable successor plan if continuation of the existing plan is not practicable) pursuant to pension plan eligibility requirements and applicable law. The Contractor shall become a sponsor of the existing pension plans (including the existing defined benefit plan) and other benefit plans (or comparable successor plans) including other post-retirement benefit (PRB) plans, as applicable, for Incumbent Employees and retired plan participants, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans. The Contractor shall carry

over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of contract performance.

- (2) Non-Incumbent Employees are new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after the date of contract takeover under Section F.3(b) of this contract. All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with contract requirements.
- (3) Cash Compensation
 - (i) The Contractor shall submit the following to the Contracting Officer for a determination of cost allowability for reimbursement under the contract:
 - (A) Any additional compensation system self-assessment data requested by the Contracting Officer that may be needed to validate and approve the total compensation system;
 - (B) Any proposed major compensation program design changes prior to implementation;
 - (C) An Annual Compensation Increase Plan (CIP);
 - (D) Individual compensation actions for the Key Personnel, as identified by position in Section J, Attachment F, including initial and proposed changes to base salary and/or payments under an Executive Incentive Compensation Plan; and
 - (E) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk).
 - (ii) The Contracting Officer's approval of individual compensation actions will be required only for other positions, as identified by the Contracting Officer.
 - (iii) Severance pay is not payable to an employee under this contract if the employee:
 - (A) Voluntarily separates, resigns, or retires from employment;
 - (B) Is offered employment with a successor/replacement Contractor;

- (C) Is offered employment with a parent or affiliated company;
 - (D) Is discharged for cause; or
 - (E) Is a Key Person identified in Section J, Attachment F, List of Key Personnel.
- (iv) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.
- (4) Individual compensation actions for the top contractor official (i.e., President/Project Manager or equivalent) and key personnel not included in the Compensation Increase Plan (CIP)) must be approved by the Contracting Officer for cost allowability determinations. For those key personnel included in the CIP, DOE will approve salaries in accordance with guidance provided in Acquisition Letter AL 2007-02, upon the initial contract award and when key personnel are replaced during the life of the contract. DOE will have access to all individual salary reimbursements that are funded by DOE. This access is provided for transparency.

The Contracting Officer's approval of individual compensation actions will be required only for the top contractor official (i.e., President/Project Manager or equivalent) and key personnel as indicated above. The base salary reimbursement level for the top contractor official establishes the maximum allowable salary reimbursement under the contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.

- (f) Pension and Other Benefit Programs
- (1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans for either Incumbent Employees or Non-Incumbent Employees until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.
 - (2) Cost reimbursement for Incumbent Employee and Non-Incumbent Employee pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.
 - (3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (i) and (ii)

below. The studies shall be used by the Contractor as part of its performance self assessment described in paragraph (d)(4) above and in calculating the cost of benefits under existing benefit plans. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan.

- (i) An Employee Benefits Value Study (Ben-Val), every two years each for Incumbent and Non-Incumbent Employees benefits, which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Incumbent and Non-Incumbent Employees measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer. To the extent that the value studies do not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources; and,
 - (ii) An Employee Benefits Cost Study Comparison, annually each for Incumbent and Non-Incumbent Employees that analyzes the Contractor's employee benefits cost for Incumbent and Non-Incumbent Employees on a per capita basis per full time equivalent employee and as a percent of payroll and compares it with the cost reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved broad based national survey.
- (4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer.
 - (5) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent, when and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.
 - (6) Within two years of Contracting Officer approval of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and per capita cost range as approved by the Contracting Officer.

- (7) The Contractor shall submit the Report of Contractor Expenditures for Supplementary Compensation for the previous calendar year via the DOE Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of the current calendar year.
 - (8) The Contractor may not terminate any benefit plan during the term of the contract without the prior written approval of the Contracting Officer.
 - (9) Cost reimbursement for PRBs is contingent on DOE approved service eligibility requirements for PRB that shall be based on a minimum period of continuous employment service (not less than 5 years) under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or state law, advance funding of PRBs is not allowable.
- (g) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs
- (1) For cost allocability and reimbursement purposes, any defined benefit (DB) or defined contribution (DC) pension plans established and/or implemented by the Contractor shall be maintained consistent with the requirements of the Internal Revenue Code and Employee Retirement Income Security Act.
 - (2) Contractor policies, practices, and procedures used in the administration of pension plans shall be consistent with applicable laws and regulations.
 - (3) Employees working for the Contractor shall only accrue credit for service under this contract after the date of contract award.
 - (4) Any pension plan maintained by the Contractor, for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan which provides credit for service not performed under a DOE cost-reimbursement contract.
 - (5) For each pension plan or portion of a pension plan for which DOE reimburses costs, the Contractor shall provide the Contracting Officer with the following information within nine months of the last day of the current pension plan year.
 - (i) Copies of IRS forms 5500 with schedules; and
 - (ii) Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan.

- (6) Prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs to be incurred are consistent with the Contractor's documented *Human Resources Compensation Plan* and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.
 - (i) For proposed changes to pension plans and pension plan funding, an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value; and,
 - (ii) The Contractor shall obtain the advance written approval of the Contracting Officer for any non-statutory pension plan changes that may increase costs or liabilities, and any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide DOE with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan, and on relative benefit value, if applicable.
 - (iii) The Contractor shall not terminate any pension plan without at least 60 days notice to and the approval of the Contracting Officer prior to the scheduled date of plan termination.

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

- (a) If this contract expires or terminates and DOE has awarded a contract under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans covering active or retired Contractor employees with respect to service at the AMWTP (collectively, the “Plans”), the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management, and administration of the Plans consistent with direction from the Contracting Officer.
- (b) If this contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the contract has been completed (any one such event may be deemed by the Contracting Officer to be “Contract Completion” for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this contract, the following actions shall occur regarding the Contractor’s obligations regarding the Plans at the time of Contract Completion:

- (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.
- (2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management, and administration of the Plans prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management, and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable contract clauses.

H.22 ALLOCATION OF RESPONSIBILITIES FOR CONTRACTOR ENVIRONMENTAL COMPLIANCE ACTIVITIES

This clause allocates the responsibilities of DOE and the Contractor, referred to collectively as “the Parties” for implementing the “environmental requirements” at facilities within the scope of the contract. In this clause, the term ‘environmental requirements’ means requirements imposed by applicable Federal, state and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders or compliance agreements, consent orders, permits, and licenses.

(a) Purpose and Scope.

The central purpose of this section is to implement the intent of the Parties that liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements be borne by the Party that caused the violation. This clause resolves liability for fines and penalties though the cognizant regulatory authority may assess such fine or penalty upon either Party or both Parties without regard to the allocation of responsibility or liability under this contract. The allocation of liability for such fine or penalty is effective regardless of which Party signs permit applications, manifests, reports or other required documents, is a permittee, or is the named subject of an enforcement action or assessment of a fine or penalty.

(b) Enforcement Actions and Liability for Fines and Penalties.

Regardless of which Party to this contract is the named subject (Contractor or DOE) of an enforcement action for noncompliance with the environmental, safety, health, or quality requirements by the cognizant regulatory authority, liability for payment of any fine or penalty as a result of Contractor actions or inactions is the responsibility of the Contractor, and the Contractor will either pay the fine or penalty or reimburse DOE (if DOE pays the fine or penalty). Cost of fines and penalties resulting from violations of, or failure of the Contractor to comply with Federal, state, local, or foreign laws and regulations, are unallowable except under the conditions specified at FAR 31.205-15.

(c) Signature of Permit Applications and other Regulatory Documents

- (1) The Contractor shall obtain any licenses, permits, other approvals or authorizations for conducting contract activities. The Contractor shall comply with all permits, licenses, certifications, authorizations and approvals from Federal, state, and local regulatory agencies that are necessary for operations under this contract (hereinafter referred to collectively as “permits”). Except as specifically provided in this section and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) shall be the sole applicant for any such permits required for its activities. The Contractor shall take all appropriate actions to obtain transfer of existing permits, and DOE will use all reasonable means to facilitate transfer of existing permits. If DOE determines it is appropriate or if DOE is required by cognizant regulatory authority to sign permit applications, DOE may elect to sign as owner or similar designation, but the Contractor (or, if applicable, its subcontractors) shall also sign as operator or similar designation reflecting its responsibility under the permit unless DOE waives this requirement in writing.
- (2) The Contractor shall submit to DOE for DOE’s review and comment all permit applications, reports or other documents required to be submitted to cognizant regulatory authorities. Such draft documents shall be provided to DOE within a time frame, identified by DOE, sufficient to allow DOE substantive review and comment; and DOE will perform such substantive review and comment within such time frame. When providing DOE with documents that are to be signed or co-signed by DOE, the Contractor shall accompany such document with a certification statement, signed by the appropriate Contractor corporate officer, attesting to DOE that the document has been prepared in accordance with all applicable requirements and the information is, to the best of its knowledge and belief, true, accurate, and complete.

- (3) Except as specifically provided in this clause and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) shall be the signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations.
- (d) The Contractor shall maintain clear lines of authority and accountability regarding compliance with environmental requirements and the Contractor shall have a single point of accountability. The Contractor may further delegate responsibility for individual buildings, permitted facilities, or similar discrete units provided there is adherence to the principle of single point of accountability.

H.23 PRESERVATION OF ANTIQUITIES, WILDLIFE, AND LAND AREAS

- (a) Federal law provides for the protection of antiquities located on land owned or controlled by the U.S. Government. Antiquities include Native American 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 promptly report the existence of any antiquities so discovered. The Contractor shall also preserve all vegetation except where such vegetation must be removed for survey or construction purposes. Further, all wildlife must be protected.
- (b) 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.
- (c) The Contractor shall comply with the National Historic Preservation Act and associated cultural resource laws and regulations, the DOE Historic Preservation Program and the programmatic agreement, including the Cultural Resource Management Plan, among DOE Idaho Operations Office, the Advisory Council on Historic Preservation and the State Historic Preservation Office (SHPO) regarding protection and management of cultural resources, including historic properties on the INL.

H.24 FINANCIAL MANAGEMENT SYSTEMS

- (a) The Contractor shall operate and maintain a timely, accurate and reliable financial management system that is responsive to the reporting requirements of the Department and conforms to Generally Accepted Accounting Principles and Cost Accounting Standards.

- (b) The Contractor shall submit a plan for Contracting Officer approval of any substantive change to the financial management and business systems or subsystems at least 60 days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems, and provide a comparison of the capabilities of the new system(s) to the existing system(s). Any new system modifications are subject to review and audit.

H.25 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The Contractor shall, early in the planning stage of any proposed activity that may trigger agency compliance with the National Environmental Policy Act (NEPA), inform DOE in writing of the potential environmental impacts, including any cumulative impacts from other proposed or ongoing actions. The proposed activity shall be compliant with DOE NEPA requirements published at 10 CFR Part 1021.

The Contractor shall implement all requirements, conditions and mitigation measures included in any applicable NEPA decision document, or categorical exclusion upon which a NEPA determination is based.

H.26 NNSA/EM STRATEGIC SOURCING PARTNERSHIP

The contractor shall participate in the National Nuclear Security Administration (NNSA)/Environmental Management (EM) Strategic Sourcing Partnership. Under this partnership, EM contractors shall work with the NNSA/EM Supply Chain Management Center (SCMC) to yield an enterprise-wide, synergistic strategic sourcing solution that leverages NNSA and EM purchasing power to gain pricing, processing, and reporting efficiencies to reduce costs overall for the Government.

H.27 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE

- (a) In the event of a termination, default, or failure to complete by the Contractor, DOE may take possession of all technical information, including limited rights data and data obtained from subcontractors, licensors, and licensees that are necessary for the continuation and completion of the project. Data delivered to DOE shall be subject to the Rights in Data - Facilities clause of this contract. Technical information includes, but is not limited to, designs, operation manuals, flowcharts, software, work progress reports, and any other information necessary for the continuation and completion of the project.
- (b) Upon request, the Contractor agrees to grant to the Government an irrevocable, nonexclusive, paid-up license in and to any intellectual property, including any patents, copyrights, technical information and limited rights data, which are owned or controlled by the Contractor, at any time through completion or

termination of this contract and which are necessary for the continuation and completion of the project, (1) to practice or to have practiced by or for the Government, and (2) to transfer such license to future contractors of the project. 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, and any licenses in any third party intellectual property that are necessary for the continuation and completion of the project to DOE or such other third party as DOE may designate.
- (d) The obligations under this clause are not dependent upon any payments by the Government. The obligations arise immediately upon the request of the Contracting Officer.

H.28 FAR 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006)

- (a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.
- (b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall—
 - (1) Apply the current system to the contract; and
 - (2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.
- (c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

- (d) The Contracting Officer may require an IBR at—
 - (1) Exercise of significant options; or
 - (2) Incorporation of major modifications.
- (e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.
- (f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.
- (g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: [Insert list of applicable subcontractors.]

H.29 RESERVED

H.30 WITHDRAWAL OF WORK SCOPE

The Government reserves the right to have any of the work contemplated by Section C, Statement of Work, of this contract performed by another contractor or to have the work performed by Government employees. If the Contracting Officer withdraws the work, the Contractor agrees to fully cooperate with the new performing entity and to provide transition support as required. Notwithstanding the clause entitled “Obligation of Funds” in Section B.6, the Contracting Officer may unilaterally deobligate funding associated with any such withdrawal of work. Estimated Cost and Estimated Fee reductions will be negotiated at the time the work is withdrawn consistent with AMWTP baseline costs and estimated fee percentages, and the contract modified accordingly.