

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue Idaho Falls ID 83415	CODE 00701	7. ADMINISTERED BY (if other than Item 6) Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue MS 1221 Idaho Falls ID 83415	CODE	00701
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) IDAHO TREATMENT GROUP LLC Attn: KENNETH R. CAMPLIN 800 MAIN STREET LYNCHBURG VA 245041533		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 829228753			9B. DATED (SEE ITEM 11)	
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0001467	
			10B. DATED (SEE ITEM 13) 05/27/2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 5 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract subject matter where feasible.)

Tax ID Number: 26-4033556

DUNS Number: 829228753

This modification incorporates the following changes:

1. Section B is replaced in its entirety (as attached) as a result of revising Section B.2 Contract Funding to include the following paragraph:

Pre-Contract Accrued Employee Leave - Funding in the amount of \$2,721,113.76 is provided as non-contract costs for previous M&O employee earned but unpaid vacation balances prior to the contract start date. The contractor is authorized to invoice the Department of Energy only when the employee accrued vacation balance in the accounting records is below the Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) President Richard D. Rauz		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate	
15B. CONTRACTOR/OFFICER Richard D. Rauz	15C. DATE SIGNED 12/20/2011	16B. UNITED STATES OF AMERICA Jennifer K. Cate	16C. DATE SIGNED 12/22/2011

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0001467/006

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NAME OF OFFEROR OR CONTRACTOR
IDAHO TREATMENT GROUP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>original stated value of \$2,721,113.76, less any invoiced amounts. The contractor shall submit a separate invoice for payment of this vacation balance usage and follow the same submittal schedule (and terms) as identified in G.6.</p> <p>2. Section G is replaced in its entirety (as attached) as a result of changes to Sections G.3, G.4, G.5, G.7, and G.8.</p> <p>3. Section I has been updated and is replaced in its entirety as attached.</p> <p>Period of Performance: 05/27/2011 to 09/30/2015</p>				

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT - ITEMS BEING ACQUIRED

This is a cost-plus-award-fee (CPAF) contract that includes performance incentives. The Contractor shall be responsible for planning, managing, integrating, and executing the work described in Section C, Statement of Work (SOW). The Contractor shall furnish all personnel, facilities, equipment, supplies, and services (except for the Government-furnished facilities and equipment listed in Exhibit C.2 and in Section J, Attachment H) and otherwise do all things necessary for performing in a safe, efficient, and effective manner.

B.2 CONTRACT FUNDING

Funds obligated to the contract are available until expended (i.e., uncosted funds carry forward to subsequent years). It is anticipated that contract funding will be incrementally provided.

Pre-Contract Accrued Employee Leave – Funding in the amount of \$2,721,113.76 is provided as non-contract costs for previous M&O employee earned but unpaid vacation balances prior to the contract start date. The contractor is authorized to invoice the Department of Energy only when the employee accrued vacation balance in the accounting records is below the original stated value of \$2,721,113.76, less any invoiced amounts. The contractor shall submit a separate invoice for payment of this vacation balance usage and follow the same submittal schedule (and terms) as identified in G.6.

B.3 TOTAL ESTIMATED COST AND FEE

- (a) The Estimated Cost is \$386,425,479 (excluding transition costs and fee).
- (b) The Transition Cost is \$1,932,268.
- (c) The Maximum Fee is \$28,981,911 (Maximum Fee cannot exceed 10% of the Estimated Cost). There is no fee for transition.
- (d) The Total Estimated Cost (including transition cost) and Fee is \$417,339,658.

B.4 PERFORMANCE INCENTIVES

Waste Disposition Incentive

To earn this fee as provided below, the Contractor shall complete waste disposition in accordance with Section C.4. However, this fee will not be paid for any wastes addressed in Sections C.3.3, C.11, and ICP waste activities in C.4.2 and C.4.5.

- (a) Waste Disposition Incentive for the first 21,300 cubic meters (m³). This includes AMWTP stored waste and 100m³ (C.3.4) of TRU waste from other DOE sites and INL tenants.

Available Fee: \$20,287,398 (\$952.46/m³) (not to exceed 70% of the total fee in B.3(c))

- (b) Waste Disposition Incentive for the remaining estimated 5,300m³.

Available Fee: \$8,694,597 (\$1,640.49/m³).

Fee for the last 5,300m³ may be earned only after disposition of the first 21,300m³ in B.4(a).

This portion of the fee is based on the assumption that there will be no more than 5,300m³ of waste remaining once the first 21,300m³ has been dispositioned. In the event that the Government determines that the quantity of waste remaining is either more or less than 5,300m³, the CO may reallocate the balance of the available fee on a pro rata share based on the revised quantity of waste. During the final fee determination, the CO shall reallocate fee on a pro rata share based on the revised quantity of waste.

Differences of less than or equal to +/- 10% of the total estimated 26,500m³ of Advanced Mixed Waste Treatment Project (AMWTP) stored* waste (excludes offsite waste) will not constitute a basis for a change to the contract.

- (c) Waste Disposition is defined as:

- Transuranic (TRU) waste (AMWTP stored* waste and offsite waste, see Section C.3.4) that has been processed, such that it is certified for disposal (see Section C.4) in the Waste Isolation Pilot Plant (WIPP) Waste Information System (WWIS), and has been transported beyond the boundary of the state of Idaho in accordance with the Idaho Settlement Agreement; and
- Mixed Low-Level Waste (MLLW) (AMWTP stored* waste) that has been characterized, packaged, and certified to meet the applicable treatment and/or disposal facilities' waste acceptance criteria, has been transported beyond the boundary of the state of Idaho in accordance with the Idaho Settlement Agreement, and has been accepted by the appropriate treatment/disposal facility.

*AMWTP stored waste is waste stored in a retrievable, above ground configuration and identified by the Department of Energy (DOE) as part of the original 65,000m³ of Historically Managed Stored TRU Waste.

- (d) Waste Disposition incentive fee is paid on a per m³ basis, and the Contractor shall submit requests for payment of fee for waste dispositioned in increments of not less than 1,000m³. Only the volume of the original waste container (prior to overpacking, compaction, etc.) will be considered for the volume of waste disposed. Shipment of waste to WIPP that was certified prior to the beginning of the contract period is not eligible for earning fee.
- (e) However, fee is provisional and may be withheld by the Government to the extent the Contractor's performance is inadequate in the following areas: (1) safety performance; (2) quality performance; (3) earned value performance; (4) WIPP baseline shipping schedule performance; (5) shipment of adequate quantities of the Idaho Cleanup Project (ICP) waste exhumed from the Subsurface Disposal Area; (6) facility maintenance obligations; (7) investment in reliability improvements; and (8) sustained progress on disposition of waste that cannot be shipped to WIPP. Only the volume of the original waste container (prior to overpacking or treatment) will be considered for the volume of waste disposed.
- (f) Further, provisional fee paid to-date, as adjusted by B.4(e) or conditional payment of fee provisions (Section I.114, DEAR 952.223-76), will become earned fee upon completing certification of every 7,000m³ of waste (i.e., 7,000m³, 14,000m³, 21,000m³, etc.). The Government will not pay interest on provisional fee that becomes earned fee under this subparagraph.
- (g) If the total allowable cost exceeds the estimated cost at the end of the contract period, whether or not the Waste Disposition incentive is completed, fee may be decreased as determined by the Contracting Officer.
- (h) If the provisional fee payments made during the period of the contract are greater than the overall fee that is calculated by the Contracting Officer in the final fee determination, the Contractor shall reimburse the amount of fee already paid that is greater than that earned and shall pay interest to DOE in accordance with the prevailing Treasury rate(s) in effect at the time the payments were made.
- (i) Fee Limitation

No base fee will be paid under this contract. There is a single fee pool under this contract. Allowability of subcontractor fee is as follows:

- (1) If the Contractor is part of a teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements, the team shall share in the Maximum Fee [Section B.3(c)]. Separate additional subcontractor fee is not an allowable cost under this Contract for individual team members, or for a

subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, majority-owned, or affiliate of any team member.

- (2) The subcontractor fee restriction in paragraph B.4(i)(1) does not apply to members of the Contractor's team that are: (i) small business(es); (ii) Protégé firms as part of an approved Mentor-Protégé relationship under Section I.112 DOE Mentor-Protégé Program; (iii) subcontractors under a competitively awarded firm-fixed-price or firm-fixed-unit-price subcontract; or (iv) commercial items as defined in FAR Subpart 2.1, Definitions of Words and Terms.

B.5 ITEMS NOT INCLUDED IN ESTIMATED COST

The Government reserves the right to require the contractor to perform additional work scope defined in Section C.11, Processing TRU Waste from Other INL Tenants or Other DOE Sites. If additional funding is made available, DOE may add this work scope to be completed by September 30, 2015. The additional work to be performed, the estimated costs, and the associated fee will be negotiated and the contract will be modified prior to the Contractor commencing any such work. Fee earned as a result of completion of additional work scope is not currently included in the maximum fee specified in B.3(c) above.

B.6 OBLIGATION OF FUNDS

Total funds in the amount of \$(TBD) [the Government will provide this number when funds are obligated to the contract] are obligated herewith and made available for payment of allowable costs and fee from the effective date of the contract through September 30, 2015, subject to Federal Acquisition Regulation (FAR) Clause 52.232-22 Limitation of Funds.

B.7 MATERIAL DIFFERENCES

At contract takeover, the Contractor shall identify any material differences in the actual contract conditions compared to the projected status established in the Request for Proposal (RFP), and shall notify the Contracting Officer of such differences within 60 days after contract takeover. Untimely submissions will not be considered. The DOE will independently evaluate this status. The Contractor and/or DOE evaluations of Material Differences may result in changes to the Statement of Work and a Request for Equitable Adjustment that would increase or decrease the Estimated Cost and available fee.

PART I - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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PART I - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, all correspondence, reports and other documents submitted under this contract shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence concerning performance of this contract shall be addressed to the Department of Energy (DOE) Contracting Officer's Representative (COR) with an information copy to the Contracting Officer (CO). The COR will be designated by separate letter and will be the primary point of contact on technical matters, subject to the restrictions of DEAR Clause 952.242-70 "Technical Direction" contained in Section I.145. The COR is not authorized to change any of the terms and conditions of this contract. Only the CO can make changes to the scope, term, schedule, and cost of the work.
- (b) Patents/Technical Data Correspondence. The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Assistant Manager for Legal Support/Chief Counsel, DOE, 9800 South Cass Avenue, Argonne, Illinois, 60439, is hereby designated to represent the CO in administering the Patent Clauses in this contract. Correspondence concerning patent and technical data issues shall be addressed to Mr. Daniel Park at the Chicago Operations Office with a copy to the Idaho Operations Office Chief Counsel's Office, the CO, and the COR.
- (c) Non-technical Administrative Correspondence. All correspondence, other than technical correspondence, shall be addressed to the CO, with information copies of the correspondence to the COR.
- (d) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

"SUBJECT: CONTRACT NO. DE-EM0001467"
(Insert subject topic after contract number, e.g., "Request for Subcontract Consent").
- (e) Electronic Media for Reports/Plans/Documents. Most required reports, plans, and other documents shall be submitted to DOE electronically. The Contractor will prepare the requested reports and documents via site standard software and provide a copy on diskette or Compact Disk (CD-R, CD-RW) as required by the size of the document. The data shall be in a format that will allow conversion to Portable Document Format (PDF) or Hyper Text Markup Language (HTML) for potential posting on the Internet, Intranet, or in an electronic library. If other software is used, the documents shall be scanned and then provided on diskette or Compact Disk.

Electronic data shall be available within five days of the DOE request. The DOE Contracting Officer may request hard copies of reports requiring certification or Contractor signature.

G.2 DESIGNATION OF PROPERTY ADMINISTRATOR

As required under FAR 45.104 and DOE Property Management Regulation 109-1.5202, the property administrator for this contract shall be the ID Organizational Property Management Officer (ID-OPMO).

G.3 CONTRACT ADMINISTRATION

The contract will be administered by:

U.S. Department of Energy
Idaho Operations Office
Attn: Jennifer Cate, Contracting Officer
1955 Fremont Avenue
Idaho Falls, ID 83415

Telephone:(208) 526-0631
Fax: (208) 526-5548
Email: catejk@id.doe.gov

Future revisions of the contract administration information, above, may be accomplished by written notification from the Contracting Officer to the Contractor, without a formal contract modification.

G.4 CONTRACTOR PAYMENT ADDRESS

If the Contractor's payment address is different from the Contractor's address specified on Standard Form 33, then provide it in the following space:

Idaho Treatment Group, LLC
850 Energy Drive, Suite 100
Idaho Falls, ID 83401-1502

G.5 BILLING INSTRUCTIONS

The Contractor shall submit vouchers in accordance with Section G.6 Submission of Invoices, Section I.21, FAR 52.216-7 Allowable Cost and Payment, and as follows:

- (a) The original of each invoice shall be submitted electronically to <https://finweb.oro.doe.gov/VIPERS.HTM> or an original of the invoice shall be mailed to:

United States Department of Energy
Oak Ridge Operations Payment Office
P. O. Box 4368
Oak Ridge, TN 37831

- (b) One copy of the invoice, with supporting detail shall be submitted electronically to Jennifer Cate, Contracting Officer, at catejk@id.doe.gov.
- (c) One copy of the invoice, with supporting detail shall be submitted electronically to James R. Cooper, Contracting Officer's Representative, at cooperjr@id.doe.gov.

G.6 SUBMISSION OF INVOICES

DOE will make payments to the contractor by electronic funds transfer not later than fourteen business days after receipt of an acceptable cost invoice from the Contractor. The contractor shall submit cost invoices, with supporting documentation, no more frequently than bimonthly (twice per month) in accordance with FAR Clause 52.216-7, "Allowable Cost and Payment." The contractor shall submit Cost Performance Reports (CPR) on a monthly basis. The CPR must match the preceding invoices and must be received by DOE by the fifth working day of the following month.

G.7 DEFECTIVE OR IMPROPER INVOICES

Name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when DOE receives a defective or improper invoice.

Garth Munns
Accounting Manager
Idaho Treatment Group, LLC
850 Energy Drive, Suite 100
Idaho Falls, ID 83401-1502
Phone: (208) 557-0944
Facsimile: (208) 557-0963
E-mail: Garth.Munns@amwtp.inl.gov

G.8 DOE CONTRACT ADMINISTRATION, OVERSIGHT, AND SAFETY OVERSIGHT

- (a) The SOW presents significant challenges to the Contractor, and makes it imperative that DOE has a focused approach to perform oversight of Contractor work. The approach shall provide effective DOE oversight of contract activities, yet it must not present the Contractor with burdensome or "non-value added" distractions.

- (b) DOE's oversight approach will include reviews of periodic administrative progress reports submitted by the Contractor and direct observation by DOE employees of Contractor work in progress.
- (c) DOE's oversight of work in progress will include specific provisions for the designation and qualification of DOE employees conducting oversight activities. This may include the following elements:
 - (1) The number of DOE employees providing technical direction to the Contractor will be limited and formally designated, by name, in writing by the Contracting Officer; and
 - (2) DOE employees assigned oversight responsibilities will be trained and qualified in areas of technical competency. The areas of technical competency will focus on the work conducted by the Contractor (e.g., waste packaging, crane operation, heavy-lifting safety, nuclear, and general safety oversight.) Prior to conducting formal oversight of Contractor work, the technical competency of designated DOE employees will be examined, approved, and documented as defined in the DOE Oversight Plan.
- (d) DOE's oversight activities will focus primarily on the safe and compliant disposition of AMWTP waste. DOE's oversight will be conducted in a tailored and proactive manner with minimal interference. The Contractor shall respond to DOE oversight and to concerns, findings, and observations as appropriate. The five fundamental areas of oversight are as follows:
 - (1) Project Management Oversight: This includes daily field inspections and the monthly and quarterly assessment of project status, which will be used to determine and validate project performance.
 - (2) Contract Management Oversight: Administration and monitoring of the contract will be in accordance with the contract terms and conditions which include, but are not limited to, the oversight required under Subchapter G – Contract Management, FAR and DEAR (Parts 42–51).
 - (3) Financial Management Oversight: DOE will review budgetary data submitted by the Contractor to be provided into the Integrated Planning, Accountability, and Budgeting System (IPABS). DOE and/or designee (e.g., Defense Contract Audit Agency) will monitor and audit Contractor financial management systems and funds management practices and procedures to ensure compliance with applicable regulations and statutes.
 - (4) Daily Operational and Safety Oversight: DOE Facility Representatives, Project Directors, and Subject Matter Experts will conduct daily oversight. The purpose of this oversight will be to assess compliance with the terms and

conditions of the contract and to assure effective safety oversight. In addition to this daily involvement, the Contractor shall support:

- (i) DOE's safety oversight, which includes the capability for examining, assessing, and auditing by all levels of the DOE organization;
 - (ii) Senior management walk-throughs, conducted in scheduled areas of the plant or locations where significant work is ongoing;
 - (iii) Periodic walk-throughs by the regulators, Defense Nuclear Facilities Safety Board (DNFSB), or DOE Headquarters personnel; and,
 - (iv) Employee concerns elevated to DOE for evaluation.
- (5) Scheduled Assessments: Throughout the period of performance of this contract, DOE will provide oversight of contractor work in accordance with DOE-ID procedures and an assessment schedule which will be available via the web. DOE oversight reports will be directly transmitted to the AMWTP contractor via email on a timely basis.

PART II – CONTRACT CLAUSES**SECTION I****CONTRACT CLAUSES****52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<u>Federal Acquisition Regulations</u>	<u>http://www.arnet.gov/far/</u>
<u>Department of Energy Acquisition Regulations</u>	<u>http://professionals.pr.doe.gov</u>

The following FAR Clauses are incorporated by reference:

- I.1 52.202-1 DEFINITIONS (JUL 2004)**
- I.2 52.203-3 GRATUITIES (APR 1984)**
- I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**
- I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**
- I.5 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)**
- I.6 52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**
- I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**
- I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)**
- I.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)**
- I.10 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**

- I.11 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**
- I.12 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)**
- I.13 52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)**
- I.14 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)**
- I.15 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (AUG 2011)**
- I.16 52.215-13 SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (OCT 2010)**
- I.17 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)**
- I.18 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) (If applicable)**
- I.19 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)**
- I.20 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)**
- I.21 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)/DEAR 952.216-7**
- I.22 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)**
- I.23 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)**
- I.24 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) ALTERNATE II (OCT 2001)**
- I.25 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)**
- I.26 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING (DEC 2010)**
- I.27 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (APR 2009)**

- I.28 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**
- I.29 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**
- I.30 52.222-3 CONVICT LABOR (JUN 2003)**
- I.31 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 2005)**
- I.32 52.222-6 DAVIS-BACON ACT (JUL 2005)**
- I.33 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)**
- I.34 52.222-8 PAYROLLS AND BASIC RECORDS (JUN 2010)**
- I.35 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)**
- I.36 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)**
- I.37 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)**
- I.38 52.222-12 CONTRACT TERMINATION - DEBARMENT (FEB 1988)**
- I.39 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)**
- I.40 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)**
- I.41 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)**
- I.42 52.222-16 APPROVAL OF WAGE RATES (FEB 1988)**
- I.43 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**
- I.44 52.222-26 EQUAL OPPORTUNITY (MAR 2007)**
- I.45 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)**
- I.46 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)**
- I.47 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)**
- I.48 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)**
- I.49 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007)**

**I.50 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

EMPLOYEE CLASS	MONETARY WAGE- FRINGE BENEFITS
Guards	17.57
Boiler Operator Helper	17.42
Carpenter	22.81
Carpenter, Apprentice	17.42
Chemical Operator	22.81
Electrician	24.11
Electrician, Apprentice	17.42
Hazwat	22.81
Heavy Equip Operator	24.11
Indus Vacuum Ldr Oper	20.16
Industrial Mechanic	24.11
Instrument Mechanic, Apprentice	17.42
Laborer, General	12.69
Laborer, Transportation	14.27
Laundry Worker	14.27
Locomotive/Switchman	20.16
Machinist	24.11
Mason	22.81
Millwright	24.11
Millwright, Apprentice	17.42
Motor Vehicle Operator	20.16
Oiler	17.42
Painter	22.81
Pipefitter	24.11
Pipefitter, Apprentice	17.42
Porter	14.27
Private Motor Carrier Oper	21.49
Profess Warehouse Attend	19.00
Pump Operator	17.42
QA Checker	17.57
Respirator Wash	17.42
Rigger	24.11

EMPLOYEE CLASS	MONETARY WAGE-FRINGE BENEFITS
Stationary Engineer	24.11
Waste Water Plant Operator	22.81
Water Plant Operator	22.81
Welder	24.11
Mailroom Supply Specialist	15.71
Word Processing Tech II	15.71
Accounting Tech II	17.57
Info/Records Spec II	17.57
Information Management Tech	21.78
Inventory Supply Spec	21.78
Medical Assistant	17.57
Procurement Tech II	19.60
Secretary III	21.78
Engineer Aide II	17.57
Environ/Lab Tech II	17.57
Info/Records Spec III	21.78
Lead Mailroom Supply Spec	21.78
Procurement Tech III	21.78
Sr. Repro Equip Operator	17.57
Quality Verifier II	21.78
Env/Lab Technician III	21.78
Health Physics Tech III	26.64
Drafter III	21.78
Rad Control Tech III	26.64
Sr. Accounting Tech	21.78
Sr. HR/Industrial Rel Spec	38.64
Engineer Aide III	21.78
Sr. Graphics Artist	26.64
Engineer Technician	26.64
Sr. Drafter	26.64
Sr. Env/Lab Tech	26.64
Sr. Executive Secretary	26.64
Sr. Fire Ftr/Em Response Spec	21.78
Sr. Rad Con Tech	26.64
Sr. Health Phys Tech	26.64
Sr. Indust Hygiene Tech	26.64
Sr. Quality Verifier	26.64

Rates as of 2008, subject to escalation.

I.51 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

I.52 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)

- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.

- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

I.53 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) ALTERNATE II (MAY 2011)

I.54 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

I.55 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

I.56 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

- (a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-
 - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

I.57 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)

I.58 RESERVED

I.59 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

I.60 52.224-2 PRIVACY ACT (APR 1984)

I.61 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

I.62 52.227-3 PATENT INDEMNITY (APR 1984)

I.63 52.228-7 INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996)

I.64 52.230-2 COST ACCOUNTING STANDARDS (OCT 2010)

I.65 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

I.66 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

I.67 52.232-17 INTEREST (OCT 2010)

I.68 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

I.69 52.232-22 LIMITATION OF FUNDS (APR 1984)

I.70 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

I.71 52.232-25 PROMPT PAYMENT (OCT 2008)

I.72 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

- (b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by **no later than 15 days prior to submission of the first request for payment**. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the

Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

- I.73 52.233-1 DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)
- I.74 52.233-3 PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)
- I.75 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- I.76 52.236-19 ORGANIZATION AND DIRECTION OF THE WORK (APR 1984)
- I.77 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- I.78 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- I.79 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- I.80 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- I.81 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- I.82 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- I.83 52.242-13 BANKRUPTCY (JUL 1995)
- I.84 52.243-2 CHANGES – COST REIMBURSEMENT (AUG 1987) ALTERNATE 1 (APR 1984)
- I.85 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)
- I.86 52.243-7 NOTIFICATION OF CHANGES (APR 1984)
- I.87 52.244-2 SUBCONTRACTS (OCT 2010)
 - (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: **to be determined by Contracting Officer's letter.**
 - (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: **TBD.**
- I.88 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- I.89 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

I.90a 52.245-1 GOVERNMENT PROPERTY (AUG 2010)

I.90b 52.245-9 USE AND CHARGES (AUG 2010)

I.91 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

I.92 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

- (b) If the Government is shown as the consignor or the consignee, the annotation shall be: Transportation is for the **Department of Energy** and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.
- (c) If the Government is not shown as the consignor or the consignee, the annotation shall be: Transportation is for the **Department of Energy** and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. **DE-EM0001467. This may be confirmed by contacting the person listed in Section G of this contract.**

I.93 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

I.94 52.248-1 VALUE ENGINEERING (OCT 2010)

I.95 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

I.96 52.249-14 EXCUSABLE DELAYS (APR 1984)

I.97 52.251-1 GOVERNMENT SUPPLY SOURCES (AUG 2010)

I.98 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)

I.99 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any **Department of Energy Acquisition Regulation (48 CFR Chapter 9)** provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.100 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any **Department of Energy Acquisition Regulation (48 CFR Chapter 9)** clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.101 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.102 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

The following DEAR Clauses are incorporated by reference:

I.103 952.202-1 DEFINITIONS (MAR 2002)

I.104 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

I.105 952.204-2 SECURITY (MAR 2011)

I.106 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)

I.107 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011)

I.108 952.204-73 FACILITY CLEARANCE (MAR 2011)

I.109 952.204-75 PUBLIC AFFAIRS (DEC 2000)

I.110 952.208-7 TAGGING OF LEASED VEHICLES (APR 1984)

I.111 952.208-70 PRINTING (APR 1984)

**I.112 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)
ALTERNATE I (AUG 2009)**

I.113 952.219-70 DOE MENTOR-PROTEGE PROGRAM (MAY 2000)

I.114 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)

I.115 952.223-76 CONDITIONAL PAYMENT OF FEE OR PROFIT – SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED

**INFORMATION AND PROTECTION OF WORKER SAFETY AND HEALTH
(DEC 2010)**

- I.116 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)**
- I.117 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994)**
- I.118 952.231-71 INSURANCE-LITIGATION AND CLAIMS (AUG 2009)**
- I.119 952.247-70 FOREIGN TRAVEL (JUN 2010)**
- I.120 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)**
- I.121 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)**
- I.122 970.5204-1 COUNTERINTELLIGENCE (DEC 2010)**
- I.123 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000)**
- I.124 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)**
- I.125 970.5223-1 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)**
- I.126 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)**
- I.127 970.5226-1 DIVERSITY PLAN (DEC 2000)**
- I.128 970.5226-2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)**
- I.129 970.5227-1 RIGHTS IN DATA-FACILITIES (DEC 2000)**
- I.130 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002)**
- I.131 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)**
- I.132 970.5227-6 PATENT INDEMNITY SUBCONTRACTS (DEC 2000)**
- I.133 970.5227-7 ROYALTY INFORMATION (DEC 2000)**
- I.134 970.5227-9 NOTICE OF RIGHT TO REQUEST PATENT WAIVER (DEC 2000)**

I.135 970.5227-10 PATENT RIGHTS – MANAGEMENT AND OPERATING CONTRACTS, NON-PROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR (AUG 2002)

I.136 970.5227-11 PATENT RIGHTS-MANAGEMENT AND OPERATING CONTRACTS, FOR -PROFIT CONTRACTOR, NON-TECHNOLOGY TRANSFER (DEC 2000)

I.137 970.5231-4 PRE-EXISTING CONDITIONS (DEC 2000) ALT II (DEC 2000)

I.138 970.5232-5 LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS (DEC 2000) The provisions of this clause only apply to the Pay and Benefits provisions in Section H.20(e)(1) and/or other accounting practices approved or directed by the Contracting Officer.

The following Clauses are incorporated in full text:

I.139 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall-
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.140 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) ALTERNATE I (JAN 2011)

- (a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.
- (2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.
- (b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.
- (ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

I.141 52.222-30 DAVIS BACON ACT – PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001)

- (a) The wage determination issued under the Davis-Bacon Act by the Administrator, Wage and Hour Division, Employment Standards

Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

- (b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of—
 - (1) Incorporation of the Department of Labor’s wage determination applicable at the exercise of the option to extend the term of the contract;
 - (2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or
 - (3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Davis-Bacon Act.

I.142 RESERVED

I.143 52.225-11 BUY AMERICAN ACT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2011), if applicable

- (a) Definitions. As used in this clause—

“Caribbean Basin country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Commercially available off-the-shelf (COTS) item”—

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);
- (2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Saint Eustatius, Saint Maarten, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if—
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a

FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 431](#), the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR [12.505\(a\)\(2\)](#)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.
- (2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
- (3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:
(none)

- (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—
- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
 - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American Act.
- (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—
- (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not

reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2:			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

I.144 952.215-70 KEY PERSONNEL (DEC 2000)

- (a) The personnel listed in Section J, Attachment F, are considered essential to the work being performed under this contract. 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 48 CFR 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.

- (b) 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.

I.145 952.242-70 TECHNICAL DIRECTION (DEC 2000)

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 - (1) Providing direction to the Contractor that redirects contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual SOW.
 - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the DOE.
- (b) The Contractor will receive a copy of the written COR designation from the CO. It will specify the extent of the COR's authority to act on behalf of the CO.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
 - (1) Constitutes an assignment of additional work outside the SOW;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
 - (3) Changes contract cost, the fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or

- (5) Interferes with the Contractor's right to perform to the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the CO in writing within five working days after receipt of any such instruction or direction and must request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO must:
 - (1) Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
 - (2) Advise the Contractor in writing within a reasonable time that the DOE will issue a written change order; or
 - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and CO either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect the technical direction will be subject to the provisions of the clause in Section I, 52.233-1 "Disputes."