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 records and reports the contract performance against the requirements of the contract, and is consistent with DOE and EM policies and guidance including but not limited to the list below.

(i) DOE Order 413.3B, Program and Project Management for the Acquisition of Capital Assets, November 29, 2010 and its associated guides
(ii) Office of Environmental Management's Operations Activities Protocol, dated March 15, 2012
(iii) Federal Acquisition Regulation and Department of Energy Acquisition Regulation
(iv) American National Standards Institute, Earned Value Management System Guidelines ANSI/EIA-748-B, dated June 2007(v)
(vi) DOE G 430.1-1, Cost Estimating Guide
(vii) Integrated Planning, Accountability, and Budgeting System – Guidance Documents, dated June 2011 or the most current version
(viii) Primavera Project Manager most current EM version, for scheduling activities to ensure standardization
(ix) Contractor Project Performance (CPP) Upload Requirements for Project Assessment and Reporting System (PARS II), Version 1.7, dated June 25, 2011
(x) Interconnection Security Agreement for Project Assessment and Reporting System (PARS II), Version 1.6, dated June 30, 2010
(xi) PARS II New Contractor Information for Interconnection Security Agreement, V1.0, November 18, 2010

(2) The contractor provided the Contracting Officer (CO) with a detailed written description of the project control system at initial award. The contractor shall provide a revised project control system description to DOE for review and approval at award of the contract extension. The revision should reflect changes to project structure during the contract extension.

The approved project control system will be used. The contractor may evaluate the usefulness and cost effectiveness of the existing system and

its relationship to the other site information systems. The evaluation shall also identify any enhancements or modifications that are necessary to maintain the existing system's compliance with the requirements of the contract and/or bring about efficiencies. However, process changes must be approved by the CO.

(b) Baseline Development and Cost Collection

(1) The contractor shall develop and submit an Idaho Cleanup Project (ICP) Contract Performance Baseline (CPB) consistent with the terms and conditions of this contract and its proposal within 60 days after contract award date. The baseline shall be developed in accordance with DOE Order 413.3 with a detailed development of the scope, cost, and schedule for the scope identified in this Statement of Work (SOW). The baseline shall include key performance measures. The detailed baseline must match the SOW in Section C and align with the Target Cost and Fee. For capital asset work scope that begins in this contract and goes beyond the term of the contract, planning packages may be used for the balance of the life cycle scope of the project in accordance with DOE Order 413.3. This will be necessary to populate PARS II data and report on the entire capital asset project. 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. The contractor shall identify the WBS elements that will roll up to the following DOE WBS Activity levels. The contractor performance baseline (CPB) must satisfy all applicable requirements for safety, quality, regulatory milestones, budget, schedule, contract scope of work, and risk management as stated in the contract and follow DOE and EM policy and guidance. The CPB = Contract Price - Fee (or Profit).

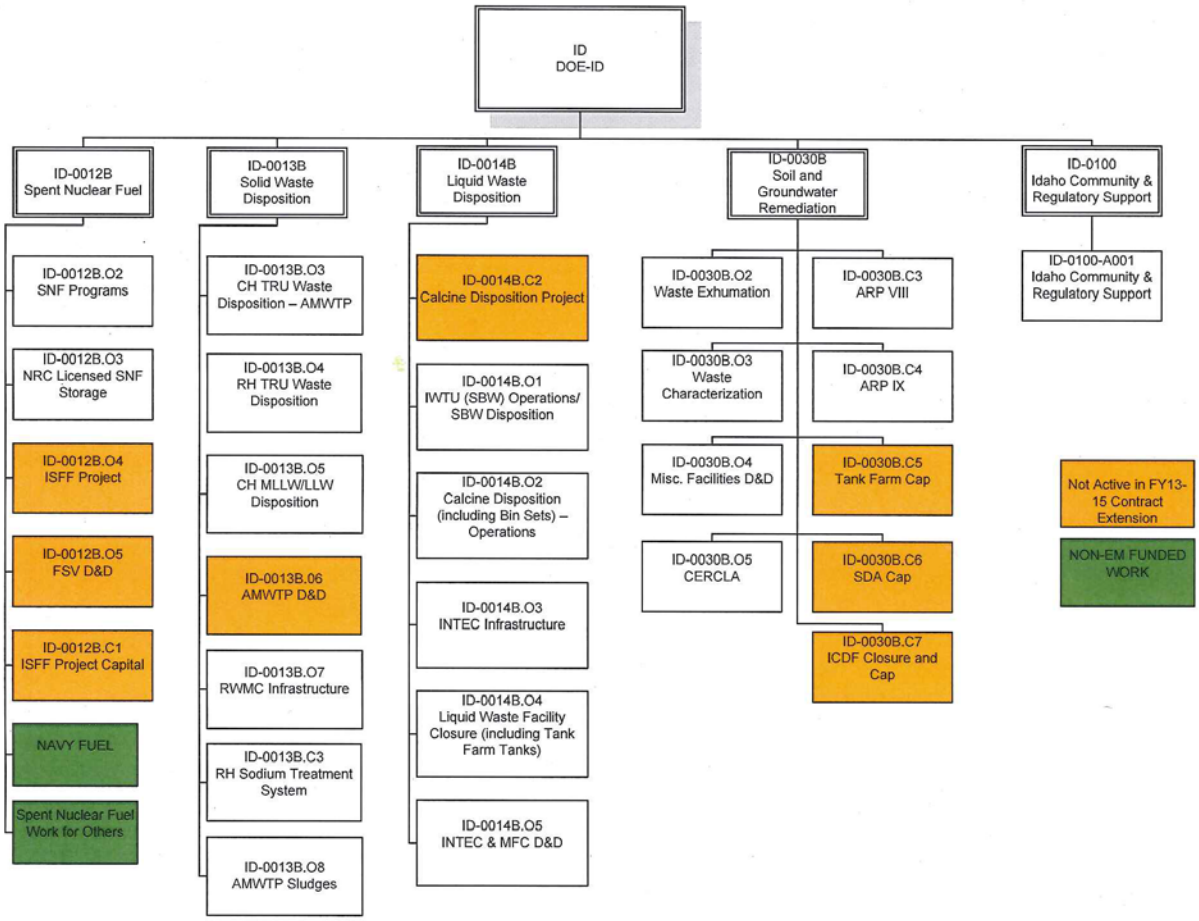
(2) The overall CPB and CPB segments must reflect the requirements of the SOW and be consistent with the estimated cost or target cost (Contract Price minus Fee/Profit) in Section B of the contract as agreed to by the Contractor and the Government.

(3) For capital asset projects, the contractor shall submit all required documentation in accordance with DOE O 413.3B, including a Project Execution Plan, Risk Management Plan, Resource Loaded Schedule, and other documents as applicable for Design, Safety, Quality, Security and a tailoring plan. The contractor must enter all PARS data in a timely manner.

(4) For operations activities the contractor shall address the applicable requirements of the Operations Activities Protocol in a Management Plan that documents contractor's planning, management, performance tracking

and reporting systems and methods. The Management Plan will also document any assumptions, regulatory requirements, risk management approach, milestones and metrics, funding profile, roles and responsibilities of the contractor's integrated management and support team.

DOE WBS Activity Level



(5) Cost estimates shall be integrated with the WBS and estimating methodologies used shall be consistent with DOE Order 413.3. Costs shall be discernible by the above WBS (and any applicable changes), direct, indirect and fee. Cost must also be able to be rolled up and down the WBS levels. The project control system must maintain capability to provide Total Estimated Cost, Total Project Cost, Estimate-to-Complete, and Estimate-at-Completion, along with tracking of the Target Cost and Target Schedule. Earned value reporting shall be fully burdened including Budgeted Cost of Work Scheduled and Performed.

(6) Schedules shall be developed that integrate with the WBS. All project work scope shall be included regardless of funding source. Certain non-project level-of-effort work scope may be excluded at the discretion of the CO. Each PBS will have assigned duration that will be based on work

scope. 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 DOE Activity Level to develop time-phased budgets that are integrated with the schedule. Float analysis will be summarized at the DOE Activity Level and total project levels.

(7) The contractor shall analyze DOE proposed or directed funding changes for their impact on technical, schedule, and cost elements of the baseline, along with potential impacts to the Target Cost and Target Schedule and provide impacts if necessary.

(8) Any contractor requested changes or DOE directed changes shall be addressed through the established change control process detailed in Section H.1(d). This process will not, in and of itself, have the authority to change the Project Target Cost and Schedule.

Prior to the release of funds for each fiscal year, DOE will analyze the baseline for that fiscal year. By August 1 each year, DOE will provide an estimate of any budget restrictions or specific technical or schedule guidance for the upcoming fiscal year. The contractor shall prepare Fiscal Year Work Plans (FYWP) that include narrative descriptions of the upcoming fiscal year, monthly spend plans and monthly metrics expected to be achieved. These FYWP will be provided at the WBS activity level shown above and be provided for DOE approval for the upcoming fiscal year by August 31.

(9) The contractor shall provide variance justification for differences between planned and actual performance against the total project baseline and the Target Cost and Target Schedule. Performance analysis techniques shall be accepted by the CO and documented, shall utilize earned-value methods, and shall be reported to DOE at the DOE WBS Activity level. However, variance statements in the system should be at least one level low than this. Performance metrics (i.e., quantities) are preferred for all technical work scope unless otherwise approved by the CO. For variances greater than $\pm$10%, the analysis shall detail the causes for variance, impact on other PBSs, and corrective action required.

(i) The contractor shall evaluate the Estimate-at-Completion 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 shall be transmitted to the CO. Current EAC's will be reported on the monthly reports at the DOE WBS Activity level.

(ii) All actual direct costs incurred for resources applied in the performance of work shall be recorded on a timely basis each month. 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 to the DOE WBS Activity level per the approved Cost Accounting Standard Disclosure Statement.

(iii) Costs shall be collected at a charge number level and be able to be summed through the WBS, and by major contractor functional organization. Mischarges on time cards or other administrative or accounting errors shall be corrected in a timely manner.

(c) Project Reporting

(1) The contractor shall provide monthly status reports on each WBS activity listed previously and the total project in a format approved by the CO including ANSI formats 1 through 5 and a contract funds status report. At a minimum, the status shall include cost, and schedule variance, EAC, and metric/milestone completions. This information will be provided as a one page report for each activity level listed above.

(2) Plans and reports shall be prepared in such a manner as to provide for consistency with the contract SOW, the ICP LCB and the approved WBS. The contractor's reporting system shall be able to provide for the following at the WBS level:

(i) Timely incorporation of contractual changes affecting estimated cost and schedule;

(ii) Reconciliation of estimated costs for those elements of the WBS with current performance measurement budgets 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 CO, or designated authorized representatives, full access to any and all information and documents comprising the contractor's project control and reporting system, including read-only access to associated electronic information systems.

(4) The contractor shall include graded reporting requirements in all subcontracts adequate to fairly evaluate performance and support the contractor reporting requirements. Monthly Progress Reports are to be placed within the Environmental Management Portal. Transmit all Monthly Progress Reports to ContractorMPR@hq.doe.gov.

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(d) Baseline Change Management

(1) CPB is the source document for all contract and project change control. The change control process for managing and administering changes to all elements of the CPB shall be timely, formal, and documented thereby ensuring accurate and up-to-date data and information.

(2) The CPB must remain aligned with the contract. This means that the sum of Performance Measurement Baseline + Management Reserve (or PMB+MR) for all capital asset segments and sum of all FYWPs for all operations activity segments must always equal Contract Price – Fee/Profit. If contract scope is changed, the contractor must submit a change proposal at the same time as a request for change to the CPB.

(3) 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. Baseline changes may be proposed for conditions described in Section B.21, Table B.1.1 and/or when the parties have negotiated an equitable adjustment in accordance with the Federal Acquisition Regulation (FAR) Clause 52.243-2 "Changes-Cost Reimbursement" or other clauses of this contract. However, at the CO's discretion, DOE may issue a Not to Exceed (NTE) amount with signed authorization to proceed with documentation to follow.

(4) The approval authority for any change to the Target Schedule or Target Cost shall be the Assistant Secretary for Environmental Management. The Assistant Secretary for Environmental Management shall approve any change to Target Cost that would require additional funding.

(5) Change control shall be submitted to the CO for all items in H.1(d)(1) above. Change control that does not affect these items but is a result of scheduling within major milestones shall be provided to the CO for notification upon contractor internal approval. Only the CO can authorize work scope changes.

(6) In some circumstances the contractor might exceed authorized budget levels for a WBS when a baseline change is not warranted, such as for cost overruns; however, the contractor shall not exceed the authorized funding level by PBS or as identified by DOE. The current year Estimate-to-

Complete Analysis shall track and manage changes in funding at each PBS level.

(7) The CO will establish specific change control time frames for consideration and approval. Each change control threshold level shall accommodate emergency changes. Retroactive changes that affect schedule and cost performance data are not allowed except to correct administrative errors. A record of all approved changes shall be maintained through the life of the project. Change control records shall maintain a clear distinction between approved changes in funding and baseline changes. Ownership of Change Control Board records and Project Management records resides with DOE.

(8) Any changes to target cost, target schedule or target fee shall be executed only through a contract modification by the CO pursuant to the contract terms and conditions. Baseline changes may not imply the need for changes to Target Cost, Target Schedule or Target Fee.

H.2 PROGRAMMATIC RISKS AND UNCERTAINTIES

(a) Completion of this project will require DOE and 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) and Environmental Safety and Health Program (ES&H) identified in Section C. Risks to project schedule and cost are classified as programmatic risk and shall be managed through the Programmatic Risk Management process within the Project Management System specified by DOE Order 413.3. The contractor's initial risk management plan, submitted with its proposal per Section L.3(b)(1)(ii), shall be updated and submitted for DOE review and approval within 90 days after contract award and annually thereafter. 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. Failure on the part of the contractor to eliminate, avoid or mitigate risks constitutes changes for which the contractor is accountable. The contractor agrees that these changes shall not constitute a change to the Target Cost per Section B.21, Table B.2.1. The contractor's risk management plan shall address, as a minimum, the elements listed below in H.2(b-f).

(b) The contractor shall provide its assessment of the impact these uncertainties may have on project cost and schedule. If, in the contractor's opinion, the risk to cost and schedule is significant, the contractor shall describe its approach to eliminate, avoid, or mitigate the risks.

(c) The contractor shall identify other significant uncertainties contained within the SOW that, in its opinion, are not listed below, yet provide a significant risk to cost

and schedule. The contractor shall describe its approach to eliminate, avoid or mitigate these additional risks.

(d) If the contractor pursues alternative approaches to existing regulatory agreements or commitments, or to more efficiently achieve risk reduction end states, the contractor shall specify a confidence level for obtaining regulatory approval and a risk mitigation strategy, in the event regulatory approval is not obtained. Contractor proposed end states for both high-risk facilities disposition and CERCLA remediations (without currently approved RODs) are subject to regulatory approval, as required. If the regulator approves an end state different from the contractor proposed end state, the contractor shall meet the regulatory approved end state and the difference in end states shall not constitute a change under the changes clause nor form the basis for an equitable adjustment to the Target Cost per Section B.21(b).

(e) If the contractor proposes an aggressive or innovative technical approach, the contractor shall evaluate the confidence level and feasibility for achieving successful work scope completion and the risk mitigation strategy for this innovative technical approach.

(f) The contractor shall explain its approach for identifying future uncertainties and their associated programmatic risks, including the availability of funds. The contractor shall describe how it will manage and communicate uncertainty and risks to DOE during the performance of the contract.

(g) The contractor shall address the following programmatic uncertainties within the SOW in Table H-1 below:

Table H-1

Item	Uncertainty	Description
1	Disposal Pathway and Schedule for Liquid Sodium Bearing Waste (SBW) and Tank Farm Closure	The SOW assumes that the SBW can be treated and disposed at the Waste Isolation Pilot Plant (WIPP) as transuranic waste and that tank farm systems and soils can be managed as either transuranic or low level waste. Project scheduling requires planning for permitting and construction cycles to meet the December 31, 2012, Settlement Agreement milestone to complete treatment of SBW.
2	Using the New Waste Calcining Facility (NWCF) as Treatment Method for SBW	The Idaho Settlement Agreement requires DOE to complete calcination of SBW waste by December 31, 2012, but the Notice of Noncompliance/Consent Order requires a Resource Conservation and Recovery Act (RCRA) closure plan to be implemented for the NWCF. The NWCF is currently undergoing a RCRA partial closure that involves the flushing and isolation of process piping and the cutting and capping of utility piping entering the calciner cell.

Item	Uncertainty	Description
3	Disposal of High Level Waste Solids (Calcine)	The SOW assumes that the calcine will be disposed at the geologic repository despite the current exclusion of RCRA-regulated waste. The ability to demonstrate that the calcine meets the Waste Acceptance System Requirements Document http://www.ocrwm.doe.gov/wat/wat.shtml in its current form, i.e., without treatment, is uncertain. A suitable canister to transport the calcine to the repository has not yet been established.
4	WAG 7 Unresolved Issues	The SOW does not require the contractor to disposition facilities constructed and owned by Lockheed Martin Advanced Environmental Services (LMAES). Until such time as the litigation to adjudicate claims made by LMAES is completed, the ultimate disposition for these buildings cannot be specified. The SOW assumes that the LMAES facilities will not impede remediation of WAG 7.
5	End States for CERCLA Records of Decision (RODs)	Because the RODs for Operable Units 3-14, 7-13/14 and 10-08 have not yet been approved, the end states are not defined and detailed work plans under the FFA/CO cannot be finalized or executed.
6	Condition of the CPP-603 Dry Spent Nuclear Fuel (SNF) Storage Facility and Aging of Installed Equipment	The aggressive schedule for moving SNF into dry storage at CPP-603 may be impacted by the single point of entry for access and egress into the Irradiated Fuel Storage Facility and reliability of installed equipment, including the transfer cart, overhead cranes, and manipulators.
7	Remediation of Soils Under Buildings	As buildings are demolished, an indeterminate amount of soil under the buildings are likely to contain constituents that cause the soils to be managed as mixed, high-level or remote-handled TRU waste.
8	Method to Dispose of Decommissioned Nuclear Reactors and Confinement Buildings	The method for remediating the Materials Test Reactor (MTR), the Engineering Test Reactor, the Power Burst Facility, and those portions of the Loss of Fluid Test (LOFT) Facility, not involved in the Specific Manufacturing Capability (SMC) Program, is yet to be determined.
9	Disposition Method for Spent Nuclear Fuel (SNF) Wet Basins and Canals	The method for deactivating or demolishing the SNF basins located in CPP-603 and TAN-607 and the SNF Canals located in TRA-603 (MTR Canal), TRA-642 (ETR Canal), and PBF-620 (PBF Canal) has not yet been determined.
10	Waste With no Path for Disposal	Some waste has no commercial or government treatment options because of radiation levels, chemical composition, physical matrix or combinations of each. Similarly, irradiated beryllium blocks from reactor internals have no known disposal path.

H.3 DOE CONTRACT ADMINISTRATION, OVERSIGHT AND SAFETY OVERSIGHT

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

(b) DOE's oversight approach shall 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 will 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 CO; 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, facility demolition, facility decontamination, 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 a safe, accelerated cleanup of the Idaho National Laboratory (INL) site. DOE's oversight will be conducted in a tailored and proactive manner with minimal interference with project progress. The contractor shall respond to DOE oversight and to concerns, findings and observations as identified by the CO or COR during the conduct of these oversight activities. The five fundamental areas of oversight are as follows:

(1) <u>Project Management Oversight</u>: This includes daily field inspections and the monthly and quarterly assessment of project status, which will be used to determine and validate project performance. The qualification of DOE employees conducting this oversight is described in Section H.3(c).

(2) <u>Contract Management Oversight</u>: Administration and monitoring of the prime contract will be in accordance with the contract terms and conditions which include, but are not limited to, the oversight required

under FAR Subchapter G – Contract Management (FAR Parts 42-51) and its supplements.

(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 will review the status of designated Idaho management commitments. DOE 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 Managers and Subject Matter Experts will conduct daily oversight. The qualification of DOE employees conducting this oversight is described in Section H.3(c). 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) Specific tours of buildings just prior to demolition, or release sites that have been deemed as response actions;

(iv) Periodic walk-throughs by the regulators, Defense Nuclear Facilities Safety Board (DNFSB), or DOE Headquarters personnel; and,

(v) Employee concerns elevated to DOE for evaluation.

(5) Scheduled Assessments: DOE will publish a three-year schedule of assessments that will be provided on the DOE Idaho Operations Office web site. A 90-day schedule will also be made available on the same web site prior to the start of each quarter. Assessment reports will be transmitted (electronically or via letter) to the contractor to be entered into the contractor's issues management system, as appropriate. DOE will verify and validate the contractor's effectiveness in correcting the root cause problem of the concerns and findings.

(e) The CO shall designate the COR for giving technical direction by separate letter. The contractor shall use the COR as the primary point of contact on technical

matters (See the Correspondence Procedures clause, Section G, for definition), subject to the restrictions of DEAR 952.242-70. Other individuals, to be identified by the CO, may be delegated with administrative COR authority.

H.4 GOVERNMENT FURNISHED SERVICES/ITEMS (GFSI)

(a) DOE and the contractor recognize that implementation of the SOW in an optimized fashion is dependent upon many activities, including the Government Furnished Services and Items (GFSI) identified below.

(b) Within thirty (30) days after the takeover date of the contract the contractor shall provide the CO a projection of its needed GFSI for the upcoming fiscal year in the format of Table H-2. The contractor shall maintain a rolling 12-month schedule of GFSI requirements with updates to this projection provided to the CO quarterly. Amendments to the projection, if any, shall be provided to the CO 45 days in advance of the GFSI need date. Safety Basis Documents (e.g. Documented Safety Analysis (DSA) and Technical Safety Requirements (TSR)) shall be maintained in a separate Priority List. This document shall be updated on a weekly basis and regular meetings with DOE to discuss emerging issues.

(c) DOE will review each contractor submittal of GFSI needs and, within 30 calendar days, notify the contractor if requested items meet the GFSI definition and can provide on the date specified by the contractor. If DOE will not provide the GFSI as requested by the contractor, DOE will notify the contractor within the original 30 calendar day period. If DOE cannot provide the request for GFSI within the time periods listed in Table H-4, the contractor may be entitled to pursue remedies in the manner and subject to the limitations set out in subparagraphs (b) and (h) of the DEAR Clause 952.245-5 "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)."

(d) All equipment, supplies and other materials needed to perform this work and not included as Government furnished equipment shall be supplied by the contractor. A Personal Property List is available on the shared library referenced at http://www.id.doe.gov.

(e) DOE shall make its best effort to complete the DOE services as specified in this contract and to review and approve documents as specified below. If DOE does not complete specific services as specified in the contract, the contractor may submit for negotiation a request for equitable adjustment. DOE will eliminate, as allowed by regulations, non-safety related surveillances and assessments when the contractor demonstrates an effective self-assessment program that includes self-identification, setting of corrective actions and effective corrective actions to prevent recurrence.

(f) Management Products and Controls Deliverables: DOE shall approve or disapprove the contractor's deliverables specified in Section H.1, Project Control Systems and Reporting Requirements, within 90 days of contractor submittal.

Table H-2
Detailed Description of Government Furnished Services and Items:

I. Safety Basis Documents and DOE Orders:

Scope	Requirement	GFSI
A. Authorization Basis (AB) Documents DOE will review and approve AB documents submitted by the contractor as required by the terms and conditions of the contract. DOE and the contractor shall use a collaborative process in ensuring AB documents are developed in a quality manner meeting applicable laws and DOE directives and are reviewed and approved in a timely and efficient manner. This includes the use of in-process reviews of AB documents including AB documentation planning, hazard analysis review, accident analysis review, and final review.	Approval of AB documents in a timely and efficient manner.	DOE will review and either approve (with or without comments) or disapprove (with comments and basis) the following documents within 30 days or as agreed to in the Safety Basis Document Priority List: a) Document Safety Analysis (DSA) b) Preliminary DSA c) Technical Safety Requirement d) Safety Basis Change e) Annual Update to DSA f) Unreviewed Safety Question or Justification for Continued Operations g) Health and Safety Plan h) Safety Analysis Reports for Packaging (onsite) i) Draft Environmental and Regulatory Decision and Compliance related documents and reports. DOE will review environmental and regulatory decision documents and reports

Scope	Requirement	GFSI
		and provide comments, approval or concurrence. DOE will reduce review times based on the use of a collaborative process in developing the document between the contractor, DOE, and the regulator. j) Authorization Agreements for Appropriate Nuclear Facilities per DOE G 450.4-1B, Integrated Safety Management System Guide.
B. Risk Management Plan DOE will review and approve the contractor Risk Management Plan.	Within 90 days of contract award, the contractor shall submit an update of the Risk Management Plan submitted with the proposal for DOE review and approval, and annually thereafter.	DOE will review and either approve (with or without comments) or disapprove (with comments and basis) the initial Risk Management Plan and annual updates, thereafter, within 30 days.

i. Waste Management, Spent Nuclear Fuel, and Nuclear Materials

Scope	Requirement	GFSI
A. Transuranic and Transuranic Mixed Waste The contractor shall dispose of TRU and TRU mixed waste at the WIPP as described in the SOW.	The contractor shall identify the number of TRUPACTs and casks and the shipping schedule needed to complete the SOW.	DOE will supply TRUPACTs, NRC-certified casks, trucks, trailers and drivers for shipment of TRU waste to WIPP throughout the contract period per period per the Eight-Week Rolling Schedule.
The contractor shall maintain appropriate certifications for TRU and TRU mixed waste disposal at WIPP.	DOE certification for disposal of TRU and TRU mixed waste at WIPP.	DOE review, comment, and approval of contractor implementing documents to maintain WIPP certification.
The contractor shall comply with applicable requirements pertaining to characterization, certification, packaging and shipping of TRU and TRU mixed waste specified in the WIPP Hazardous Waste Facility Permit and the WIPP Waste Acceptance Criteria (WAC) document.	Compliance with the WIPP permit and WIPP WAC.	DOE will prepare and submit, subject to approval by the New Mexico Environment Department, permit modification requests that would enhance the efficiency and cost effectiveness of TRU waste shipments to WIPP.
B. Nuclear Material The contractor shall dispose of nuclear material identified during the contract to another DOE or commercial facility as defined in SOW, Section C.2.6, C.3.4.2, C.5.4 and C.8. DOE will approve receiver sites for this material and provide safe secure transport (SST) for required materials.	Receiver sites for nuclear material not to be disposed of as waste. The contractor shall identify the number of SSTs and the shipping schedule needed to complete the SOW.	DOE will approve receiver sites on a schedule that supports the contractors proposed de-inventory plan for nuclear materials that will not be disposed of as waste. DOE will supply SSTs for shipment of nuclear material throughout the contract period per the shipping schedule proposed by the contractor and submitted for DOE review and approval per Section H.4, paragraphs (b) and (c).

II. DOE Oversight of Contractor Work

Scope	Requirement	GFSI
A. <u>DOE Oversight of Contractor Work:</u> DOE will oversee contractor work as described in paragraph H.3 of Section H, Special Contract Requirements.	A focused approach for providing oversight of contractor work.	a) Within five working days after award of this contract, DOE will provide to the contractor a copy of the ICP DOE Oversight Plan. b) Throughout the period of performance of this contract, DOE will provide oversight of contractor work in accordance with the ICP DOE Oversight Plan described in Section H.3. Summary reports of DOE oversight will be transmitted to the ICP contractor on a monthly basis, typically no later than two weeks following the end of the month. c) Integrated Safety Management System: DOE will approve or disapprove the contractor's ISMS description as required by Section C.9.2. DOE will complete the review of the submittal by the contractor within 60 days of receipt from the contractor. The approval and verification of the acceptability of the ISMS description shall be performed by DOE in accordance with DOE-HDBK-3027-99, Integrated Safety Management Systems (ISMS) Verification, and Team Leader's Handbook.
B. <u>QA Program</u> Contractor submits QA program for nuclear facilities per Section H.14.	QA program required to be submitted per 10 CFR Part 830.120 and DOE O 414.1A.	DOE will approve contractor QA program within 90 days of submission.

III. Project Control, Infrastructure, and General Site Operations

Scope	Requirement	GFSI
A. Project Support Services The contractor shall provide general project support services as described in SOW, Section C.9.	Government controlled services, data systems and technical systems are available for contractor access as needed to provide project support services.	DOE will ensure the following services, data systems and technical systems are available to the contractor throughout the period of performance of this contract: a) Computerized Accident/Incident Reporting System (CAIRS) b) Non-Compliance Tracking System (NTS) Database c) Occurrence Reporting and Processing System (ORPS) d) Nuclear Material Management and Safeguards Systems Software e) EM's Integrated Planning, Accountability and Budget System (IPABS)

Scope	Requirement	GFSI
B. <u>Project Management</u> DOE review and approval of contractor project management systems and reports.	DOE's oversight and approval of the contractor project management systems per DOE O 413.3B.	DOE will review and either approve (with or without comments) or disapprove (with comments and basis) as follows: a) Project control system – within 30 days of receipt. b) Baseline changes – within 60 days of receipt. c) Annual submittal of five major LCB milestones for provisional fee payment – within 30 days of receipt. d) Annual update to the Risk Management Plan per DOE 413.3B – within 30 days of receipt. e) Format for PBS reporting structure and contractor's proposed WBS, chart of accounts, charging practices and policies – within 30 days of receipt.
C. <u>Utility/Infrastructure Services</u> DOE approval of termination of utilities for occupied facilities to be demolished.	Contractor notifies DOE in writing 30 days before terminating utility services to an occupied facility.	DOE will approve or disapprove termination of utility services to occupied facilities within 15 days of contractor request for termination. If the CO determines the 30-day notification is insufficient to allow relocation of occupants, the CO will specify a longer time period, but in no case shall that time period exceed six months from the date of initial notification.

Scope	Requirement	GFSI
D. <u>Safeguards & Security</u> The contractor shall promptly prepare and submit applications for security clearances as required for work under this contract in spent nuclear fuel and special nuclear material areas.	The contractor shall request the security clearances for employees as required to execute the contract SOW. DOE will process contractor security clearance requests.	DOE will promptly process contractor security clearances. On average, processing time will be in accordance with DOE Order 472 guidelines, which for clear cases, will be at or below the following: Q - 75 days L - 75 days Processing time begins upon receipt of the case from the contractor.
E. <u>Maintenance and Upkeep of Facilities</u> The contractor shall submit to DOE for approval a new minimum safe maintenance approach and site maintenance frequencies that take into account the future mission and demolition schedules for facilities.	Approval of minimum safe maintenance approaches and frequency of site maintenance based on facility mission and demolition schedule.	DOE will approve changes in minimum safe maintenance frequency of general site maintenance, or other modifications to maintenance or facility upkeep approaches, within 30 days of the request from the contractor.

H.5 RESPONSIBLE CORPORATE OFFICIAL

(a) The contractor's parent company shall guarantee performance. If the contractor is a joint venture or other similar entity where more than one company is involved, the parent companies shall guarantee performance and assume joint and severable liability for the performance of the contractor. (Reference Section K, Clause K.18.) 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 CO.

(b) Notwithstanding the provisions of this clause, DOE 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 performance of the contractor, regarding contractor performance issues. Should the responsible corporate official change during the period of the contract, the contractor shall promptly notify the CO in writing of the change to the individual to contact. The contractor shall provide the following information:

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Name:	~~Mark Fallon~~Dennis Ferrara
Position:	President, Nuclear Business Group
Company/Organization:	CH2M Hill, Inc.
Address:	9191 South Jamaica Street, Englewood, CO 80112
Telep~~P~~hone:	~~303/771-0900,~~ 720/286-~~2522~~0542
Cell:	303/330-9323
Facsimile:	720/286-0879
E-mail:	~~mfallon~~dennis.ferrara@ch2m.com

H.6 REIMBURSEMENT OF KEY PERSONNEL

Government reimbursement of compensation paid to Senior Executives is subject to the limitation published in Acquisition Letter (AL) 2000-12, 65 Federal Register 30640 (May 12, 2000) and any updates published in the Federal Register. The compensation limitation does not limit corporate compensation to key personnel and Project Managers, but rather only limits the amount of government compensation that can be reimbursed to contractors for their expenses. The contractor is encouraged to recruit, retain, and compensate the highest quality key personnel and Project Managers to execute the SOW.

H.7 LEGAL MANAGEMENT PLAN

(a) The contractor shall submit a Legal Management Plan in accordance with 10 CFR Part 719, and include the items set forth in 10 CFR Part 719.10 to the CO for approval within sixty (60) days after contact award.

(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 CO, the Plan, as well as applicable regulations and contract provisions, forms the basis for approvals by the CO to reimburse litigation and other legal expenses. The Plan may be revised from time to time to conform to legal management rules or policies established by DOE.

H.8 PRIVACY ACT SYSTEMS OF RECORDS

(a) The contractor shall be responsible for the design, development, or operation of applicable systems of records that are subject to the Privacy Act of 1974. For a brief description of the applicable records, reference the Federal Register Notice, Volume 68, No. 125, Monday, June 30, 2003. They shall include:

DOE-5	Personnel Records of Former Contractor Employees
DOE-10	Worker Advocacy Records
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 CO as may be necessary to keep it current. Such changes need not be formally incorporated before annual fee and scope modifications, but shall have the same effect as if actually listed above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of FAR Clause 52.224-2, "Privacy Act."

H.9 RESERVED

H.10 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

The Small Business and Small Disadvantaged Business Subcontracting Plan submitted by the contractor, dated ~~July 21, 2005~~January 14, 2013, for this contract, and approved by the CO by this modification, is incorporated by reference in this contract. The CO shall approve any required revisions to the Plan.

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Performance against the above Plan/Program will be considered in the past performance evaluation conducted annually by the CO.

H.11 RESPONSIBILITY FOR EXISTING CONTRACTUAL AND OTHER AGREEMENTS

(a) Existing contractual agreements entered into by the incumbent contractor that relate to ICP work will be assigned to the contractor on the takeover date. The contractual agreements shall include: (a) all subcontracts and purchase orders, (b) cooperative research and development agreements, (c) consent orders, (d) regulatory agreements and permit requirements, lawsuits and other litigation matters and (e) other agreements in effect upon execution of this contract. The contractor shall accept transfer and assume responsibility and accountability for assignment of existing commercial and regulatory obligations of the incumbent contractor of this nature.

(b) The administration of all subcontracts entered into and/or managed by the contractor, including responsibility for payment hereunder, shall remain with the contractor unless assigned at the direction of DOE. DOE reserves the right to direct the contractor to assign to DOE or another contractor any subcontract awarded under this contract. The contractor agrees to accept transfer of existing

subcontracts, specified in Section J, Attachment E, and other subcontracts, as determined necessary by DOE for continuity of operations. The contractor shall attempt to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the contractor will notify the CO in writing.

(c) The contractor may propose alternative strategies for work performed through existing subcontracts or other contractual agreements that are defined in paragraphs (a) and (b) above. Implementation of proposed strategies shall be subject to CO approval.

H.12 DEPARTMENT OF LABOR WAGE DETERMINATION

In the performance of this contract the Contractor and/or subcontractors shall comply with the requirements of U.S. Department of Labor Wage Determination Numbers 1994-2159 Rev. 21 and 1994-2081 Rev. 26 for the first year of the Contract, if the contract or subcontracts are covered by the Service Contract Act. Thereafter, the Wage Determinations for any workers covered by the Service Contract Act who are also covered by any collective bargaining agreement on the day before the anniversary date of the Contract, shall be the wages and fringe benefits set forth in any such collective bargaining agreements. For any workers covered by the Service Contract Act but not covered by a collective bargaining agreement, the Contractor shall obtain a revised Wage Determination from the Department of Labor at least once every two (2) years, but not more often than yearly. The Contractor and/or subcontractors shall comply with the revised wage determinations for Service Contract Act covered employees.

H.13 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.14 QUALITY ASSURANCE PROGRAM

Within 90 days of the contract award date, the contractor shall submit to DOE for approval a quality assurance program for nuclear facilities that satisfies the requirements of 10 CFR Part 830.120 and DOE Order 414.1B. For spent nuclear fuel activities associated with disposal at the monitored geologic repository, the contractor shall comply with the quality assurance requirements specified in DOE/RW-0333P, Office of Civilian Radioactive Waste Management (RW) QA Requirements and Description. The contractor shall develop site-specific quality assurance plans that address requirements specified in applicable DOE Directives in Section J, Attachment B associated with environmental cleanup missions. The contractor shall flow down these quality assurance requirements into subcontracts issued in support of this contract. In developing and maintaining the Quality Assurance Program, the contractor shall use the ASME Standard NQA-1 2008 Pat1 and Part II, subparts 2.7 and 2.14.

H.15 INTERNAL AUDIT

The contractor shall conduct an 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 (Yellow Book, dated June 2003) for records, operations, expenses, and transactions with respect to costs claimed to be allowable and allocable under this contract. The results of such audit including the working papers shall be submitted or made available to the CO 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.

H.16 RESERVED

H.17 DEFENSE NUCLEAR FACILITIES SAFETY BOARD (DNFSB)

The contractor shall submit for approval Authorization Agreements for applicable nuclear facilities per DOE G 450.4-1B, Integrated Safety Management System Guide. The contractor shall support preparation of DOE responses to DNFSB issues and recommendations that affect or can affect contract work. Based on CO direction, the contractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary. The contractor shall maintain a document process consistent with DOE M 140.1-1B, “Interface with the Defense Nuclear Facilities

Safety Board," dated March 30, 2001. The contractor shall ensure that subcontractors adhere to these requirements.

H.18 LOBBYING RESTRICTION

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

H.19 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS-SENSE OF CONGRESS

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

H.20 PROHIBITION OF CONTRACTS WITH PERSONS FALSELY LABELING PRODUCTS AS MADE IN AMERICA

(a) Pursuant to FAR 9.405(a), awards shall not be made to entities that are included on the List of Parties Excluded from Federal Procurement and Non-procurement Programs. If DOE contractor personnel become aware of a possible violation of the prohibition against falsely mislabeling products as made in America, and the entity is not on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, the matter should be promptly reported to the CO in writing and the contractor shall supply the CO with the information that supports the contractor's conclusion that there is a possible violation.

(b) The report of an entity in violation of the prohibition against falsely mislabeling products as American-Made shall be submitted to DOE Office of Contract Management, Office of Procurement and Assistance Management, for potential debarment of the entity pursuant to FAR 9.406-2(a)(4) and 9.406-2(b)(1)(iii).

H.21 WORKFORCE TRANSITION AND HUMAN RESOURCES MANAGEMENT

(a) Hiring of Incumbent Contractor Employees

As set forth herein, the ICP contractor shall offer employment to employees of the incumbent contractor by the contract takeover date. This requirement, which excludes incumbent contractor senior management (top two levels of the *Idaho Completion Project* organization chart, approximately 46 managers), applies to employees in good standing (i.e., not subject to/involved in the process of discharge for cause) on the regular payroll as of the contract award date. Except where constrained by collective bargaining agreements, the ICP contractor is free

to continue utilizing these personnel in their current capacity or to assign them to other types of work. Any costs associated with "sign-on" bonuses paid as employment inducements to employees of BBWI or BBWI's teaming partners are unallowable.

(1) Direct Employees

By the contract takeover date, the ICP contractor shall offer employment to the BBWI employees (approximately 2,089) who have not been hired by that time by the INL contactor. These employees currently charge their labor directly to the incumbent contractor's *Idaho Completion Project* at an estimated annual cost of $193,616,000 based on FY 2004 labor costs. Of the 2,089 employees, approximately 1,362 are assigned to the project organization; approximately 408 employees are dedicated to the project from matrix organizations; and the remaining 319 direct charge to the project on an ad hoc basis.

(2) Overhead Employees

In addition to (1) above, by the contract takeover date, the ICP contractor shall also offer employment to the BBWI overhead employees (approximately 540) who have not been hired by that time by the INL contractor. This represents 58% of the total number of original incumbent overhead employees who provided landlord services as described in Exhibit C.4-2. However, the ICP contractor and the INL contractor may mutually agree to changes, provided DOE approves the changes. Changes may be proposed at any time after contract award. The number of employees is subject to change, depending on employment levels for these services at the time of contract takeover. Salary and benefits costs for these employees are approximately $43,850,000 annually based on FY 2004 labor costs. Non-labor costs associated with the services of these 540 employees, based on FY 2004 estimates, are approximately $27,308,000 annually.

(b) Pay and Benefits

(1) Except as otherwise provided in Section H.21(c)(4), employees of BBWI below the manager level (manager level includes first line supervisors and above) on the date of contract award, who transition to the contractor, will be provided substantially equivalent pay and comparable benefits to the pay and benefits that BBWI employees were receiving as of the final day of contract DE-AC07-99ID13727. These include, but are not limited to medical, life insurance, long-term disability, and leave benefits. Any changes in job positions or classifications shall be accompanied by alteration in compensation commensurate with any change in position.

(2) The contractor shall credit all individuals it employs who were employed by BBWI as of the date of contract award with their current length of service for purposes of determining leave benefits, severance payments, and other service awards.

(3) The contractor shall honor accrued leave benefits of BBWI employees as of the last day of contract DE-AC07-99ID13727.

(4) Pension and Other Benefit Plans: The contractor shall manage and sponsor pension and welfare benefit programs at the site for its employees in accordance with applicable law. The contractor shall obtain the written approval of the CO before it initially implements any pension or retirement income plan, or any retirement medical or other welfare benefit plan. The contractor will also have responsibility for funding, administering, and maintaining the qualified status of all plans.

From May 1, 2005, through September 30, 2007, all costs (including administration) associated with the site Defined Benefit Pension Plan will be split so that the INL share is 42%, the ICP share is 57%, and the AMWTP share is 1%. As of October 1, 2007, all costs (including administration) associated with the site Defined Benefit Pension Plan will be split so that the INL share is 47%, the ICP share is 52%, and the AMWTP share is 1%.

From May 1, 2005, through September 30, 2007, all costs (including administration) associated with the Medical and Welfare Benefits program for retirees as of January 31, 2005, will be split so that the INL share is 42%, and the ICP share is 58%. As of October 1, 2007, all costs (including administration) associated with the Medical and Welfare Benefits program for retirees as of January 31, 2005, will be split so that the INL share is 47%, and the ICP share is 53%.

From May 1, 2005, through January 31, 2007, employee benefits costs included within the amounts reimbursed or funded by the ICP contract for mandatory services (per Exhibit C.4-1) count towards ICP's share of the cost.

(i) Grandfathered Employees

a. Employees hired by the contractor who were employed by BBWI or the University of Chicago (Argonne National Laboratory-West) during contract transition and who are participants (both vested and non-vested) in the BBWI defined benefit pension plan ("grandfathered employees") shall be allowed to accrue credit under the current defined benefit pension plan sponsored by the INL contractor with

benefits and terms substantially equivalent to those pertaining under the BBWI defined benefit plan at contract award for service under this contract. The contractor shall become a participating member or co-sponsor of this defined benefit plan being sponsored and administered by the INL contractor.

b. Incumbent (grandfathered) employees who transfer between the INL and ICP contractors shall retain full service credit in the current BBWI Defined Benefit Pension Plan.

(ii) Those employees hired after the contract takeover date shall not become participants in the BBWI defined benefit pension plan in place for grandfathered employees unless the contractor can demonstrate that it is more cost effective to DOE to do so and the CO provides written approval. Subject to CO approval, the contractor shall provide non-grandfathered employees, subject to any applicable requirements of the Service Contract Act, with a market-based, industry-competitive pension plan or the contractor may incorporate newly hired employees into its existing corporate defined contribution plans.

(iii) Any defined contribution (investment) plan established by the contractor shall be structured to encourage transfer of assets of grandfathered employees in the existing defined contribution (investment) plan where these transfers can be accomplished without affecting the qualified status of the plan. The contractor shall assure continuity of sponsorship for the existing site defined contribution (investment) plan with respect to benefits accrued as of contract takeover.

(iv) Because the contractor is responsible for administering and maintaining the qualified status of all pension and investment plans, the contractor must submit annual actuarial and employer certification as the sponsoring employer and participating employer in the pension plans demonstrating full compliance with Internal Revenue Code and Employee Retirement Income Security Act (ERISA) requirements including, but not limited to, any applicable non-discrimination testing.

(v) During this contract, the contractor may change the pension and welfare benefit plans, subject to the legal requirements set forth in this contract. Changes or amendments to any of the pension and welfare benefit plans, including any of the retirement medical benefits, shall be consistent with applicable law, terms of the

respective plans with respect to the procedures for amending such plans, and the terms of this contract and shall be made only with the express, advance, written consent of the CO.

(vi) Post-Contract Responsibilities for Pension and Benefit Plans

a. If the contract is terminated or expires without a follow-on contract, the contractor shall continue as plan sponsor of all existing and follow-on pension and welfare benefit plans covering site personnel with responsibility for management and administration of the plans, as directed by DOE, at DOE's sole discretion.

b. In accordance with DOE-approved contractor welfare benefit plans, the contractor shall provide benefit continuation on a funding basis acceptable to DOE.

c. During the final 12 months of this contract, the CO shall provide written direction regarding post-contract responsibilities for pension and welfare benefit plans.

d. Notwithstanding termination for convenience or default, the contract may be extended as appropriate and necessary for purposes deemed necessary by the Contracting Officer, including, but not limited to, obligating funds to pay the contractor for costs incurred pursuant to contributions to the contractor's existing and, if applicable, follow-on site pension and welfare benefit plans. Such costs shall continue to be allowable in accordance with applicable laws and regulations.

(5) Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent and key personnel not included in the CIP) must be approved by the Contracting Officer. 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; DOE will not approve individual salary actions (except as previously indicated).

The Contracting Officer's approval of individual compensation actions will be required only for the top contractor official (e.g., laboratory director/plant 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.

(c) Labor Relations (Also refer to the clause entitled "Collective Bargaining Agreements—Protective Services" (DEAR 952.237-70) contained in Section I)

(1) The contractor agrees to conduct its labor relations program in accordance with DOE's intent that labor policies and practices reflect the best experience of American industry in aiming to achieve the type of stable labor-management relations essential to the successful accomplishment of DOE's programs at reasonable cost. Collective bargaining will be left to the orderly processes of negotiation and agreement between contractor management and certified employee representatives with maximum possible freedom from DOE involvement. The contractor management's stewardship for working on DOE facilities and programs critical to the national interest includes the duty to adopt practices which are fundamental to the friendly adjustment of disputes, and which experience has shown to be consistent with the stability of collective bargaining relationships.

(2) The contractor shall maintain positive labor-management relations. The contractor shall respect the rights of employees to: organize, form, join, or assist labor organizations; bargain collectively through representatives of their own choosing; engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any or all such activities.

(3) Consistent with applicable law and regulations, the contractor shall recognize and bargain with the Paper, Allied-Industrial, Chemical and Energy (PACE) labor organization as the collective-bargaining representative of employees performing work that has historically and traditionally been performed by PACE members and is covered in the scopes of these contracts, and negotiate collective bargaining agreements. During the collective-bargaining process, the contractor shall obtain DOE CO approval before proposing or agreeing to changes in any pension or retirement income plans or to any retirement medical or other welfare benefit plans.

(4) Reserved.

(5) 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.

(6) Advance Understandings

(i) DOE and the contractor shall negotiate in good faith to reach advance understandings before contract takeover, on pension and welfare benefits applicable to work under this contract and on the contractor's other applicable human resource policies and systems. Before personnel costs and related expenses (including those for pension and welfare benefits) are paid, the contractor shall obtain DOE CO approval of contractor policies and procedures covering such personnel costs and related expenses. The contractor shall also obtain prior written DOE CO approval of any subsequent changes to such policies, before costs (whenever incurred) are considered allowable. In particular, the contractor shall obtain written DOE CO approval of any changes to policies affecting any pension or retirement income plan or to any welfare benefit plan, including any change to applicable pension and welfare benefit plans or to any underlying trust documents that affect such policies or plans. A Personnel Appendix shall not be used. Any deviation from the advance understandings must be approved by the CO in writing before such costs incurred will be considered allowable (either as direct or indirect costs) under this contract. These understandings in advance of cost incurrence avoid subsequent disputes in cost categories where reasonableness or allowability may be difficult to determine.

(ii) Examples of personnel costs and related expenses covered by the advance understandings include, but are not limited to, the following: salaries and wages; bonuses and incentive compensation; fringe benefits; premium pay; overtime; holidays; paid time off (vacations, holidays, sick, funeral, military, jury, witness, voting leave); travel, subsistence and relocation; training; insurance; workers compensation; and employee benefit plans such as savings, retirement, separation, life insurance, medical, and disability (short and long term).

(iii) Relocation costs incurred with regard to relocating an employee to the work site are included in the target cost, and are allowable in accordance with FAR 31.205-35, Relocation Costs, for this contract. The contractor shall submit a plan for advance written approval from the CO regarding the temporary and permanent relocation of all employees to the local area charging the cost, or any portion thereof, to this contract. Exit relocation costs are not allowable.

(iv) The contractor shall continue a detailed manpower planning process, which aligns staffing levels over time and is integrated with the ICP baseline. The contractor shall share this information periodically with its employees to encourage those in classifications scheduled for reduction to take advantage of the many programs offered. These programs provide an opportunity for employees to transition into other site job classifications, which are increasing, or to better position them to leave the site for other employment opportunities.

(v) Employee separations shall be consistent with applicable DOE policy and approved workforce restructuring plans, as amended from time to time.

(vi) Contractor Human Resource Programs

The contractor shall comply with DOE Order 350.1 (Contractor Human Resource Management Programs). Upon issuance of the revised DOE Order, the contractor shall meet with the CO to negotiate implementation procedures.

(d) The above clause, as all other clauses, is not enforceable by, or for the benefit of, and shall create no right of action or any other benefit or obligation with respect to any person or entity other than the contracting parties.

H.22 SEVERANCE PAY

(a) Severance pay benefits are not payable to an employee under this contract when the employee:

(1) Voluntarily separates from employment
(2) Is offered employment with a successor/replacement contractor
(3) Is offered employment with a parent or affiliated company
(4) Resigns
(5) Is discharged for cause, or
(6) Is identified as Key Personnel.

(b) Service Credit for purposes of determining severance pay does not include any period of prior service at a DOE facility for which severance pay was previously paid.

H.23 LABOR STANDARDS

DOE will determine the appropriate labor standards that apply to work activities in accordance with the Davis-Bacon Act, the Service Contract Act, or other applicable labor

law. When requested by DOE, the contractor shall timely provide information necessary for the Government to make the determination. Once a determination is made, the contractor shall comply with the determination and incorporate appropriate labor standards requirements into subcontracts.

H.24 CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications, and Other Statements of the offeror submitted with the offer for this contract are, by reference, hereby incorporated in and made a part of this contract.

H.25 STAKEHOLDER INTERACTION

The contractor shall, in addition to its own employees, engage in cooperative communications through and with external stakeholder organizations, including but not limited to:

The U.S. Environmental Protection Agency, Region 10
Idaho Department of Environmental Quality
Shoshone-Bannock Tribes
Eastern Idaho Economic Development Council (EIEDC), Regional Development Alliance (RDA) and other community economic development organizations
PACE
Local media and trade press
City and county governments in the five-county INEEL area
NE-ID
DOE-HQ
Idaho Congressional Staff and related congressional committees
DNFSB
Department of Labor
Inspector General
Defense Contract Audit Agency
INEEL Citizens Advisory Board (CAB)
Environmental Interest Organizations
Idaho Governor's Office (including Division of Military)
Idaho State Police
Nuclear Regulatory Commission
Interested individual stakeholders

H.26 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 activities on the INL. 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.

(c) The contractor shall maintain clear lines of authority and accountability regarding compliance with environmental requirements. At a minimum, the contractor shall have a single point of accountability at the site-area level e.g., INTEC, RWMC, TAN, TRA, PBF, for all activities at those facilities. 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.27 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE (SPECIAL)

(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, necessary for the design, construction, operation, cleanup and closure of the facility, 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 design, construction, operation, cleanup and closure of the facility. DOE's exercise of its right to have data transferred under this paragraph shall not be dependent on final payment under the agreement by DOE.

(b) Upon request, the contractor agrees to grant to the Government an irrevocable, non-exclusive, paid-up license in and to any intellectual property, including any 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 continued design, construction, operation, cleanup and closure of the facility, (1) to practice or to have practiced by or for the Government at the facility, and (2) to transfer such license to future contractors for the design, construction, operation, cleanup and closure of the facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity, or scope of, or title to, any rights or patents or other intellectual property herein licensed.

(c) In addition, the contractor shall take all necessary steps to assign permits, authorizations, and any licenses in any third party intellectual property for the design, construction, cleanup and closure of the facility to DOE or such other third party as DOE may designate.

H.28 PUBLIC RELEASE OF INFORMATION

(a) The contractor shall develop, plan and coordinate proactive approaches to dissemination of timely information regarding DOE unclassified activities. This will be accomplished through coordination with DOE. Proactive communications or public affairs programs will include or make use of a variety of tools including, open houses, newsletters, press releases and/or conferences, audio/visual presentations, speeches, forums, and tours. The contractor shall implement this responsibility in such a manner that the public, whether it is the media, citizen's groups, private citizens or local, state or Federal Government officials, has a clear understanding of DOE activities at the INL.

(b) The contractor shall be responsible for following established DOE procedures for clearances on all oral, written and audio/visual informational material prepared for public use. The ICP contractor shall coordinate with the INL contractor communications program to ensure consistent information is presented to the public.

H.29 RESERVED

H.30 RESERVED

H.31 GOVERNMENT PROPERTY AND EQUIPMENT

The contractor is directly responsible and accountable for all government property utilized under this contract. As of the takeover date of this contract, the contractor shall accept the transfer of, and accountability for, government property and equipment, including special nuclear material, from existing contracts. This requirement includes government property in the possession or control of subcontractors. The contractor shall establish and maintain a system, in accordance with DEAR 952.245-5 *Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts*), to

control, protect, preserve, and maintain all government property. This property control system shall be in writing unless the DOE property administrator and the CO determine that maintaining a written system is unnecessary. The system shall be reviewed and, if satisfactory, approved in writing by the DOE property administrator and CO. All government-furnished property under this contract is furnished on an "as is, where is" basis.

H.32 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 Indian graves or campsites, relics, and artifacts. The contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the contractor to report 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.

(d) 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.33 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, Federal Financial Accounting Standards, and Cost Accounting Standards.

(b) The contractor shall submit a plan for CO approval of any substantive change to the financial management and business systems or subsystems at least 30 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.

(c) The contractor, for each request for equitable adjustment, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work allocable to the change until the request for equitable adjustment(s) is resolved.

H.34 NOTICE OF CIVIL PENALTIES FOR VIOLATION OF SECURITY OF DOE CLASSIFIED OR SENSITIVE INFORMATION OR DATA

The contractor shall comply with PL 107-197 relating to the safeguarding and security of restricted data, 42 U.S.C.A. 2282b. Any person who has entered into a contract or agreement with DOE, or a subcontract or sub-agreement thereto, and who violates (or whose employee violates) any applicable rule, regulation, or order prescribed or otherwise issued by the Secretary pursuant to this chapter relating to the safeguarding or security of Restricted Data or other classified or sensitive information shall be subject to a civil penalty of not to exceed $100,000 for each such violation.

H.35 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.36 STRIKES OR WORK STOPPAGES

The contractor shall promptly notify the Government of any planned or actual strike or work stoppage involving its employees or employees of a subcontractor.

H.37 SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (FEB 2009)

Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

Contractors should begin planning activities for their first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Contractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of the Act. If the contractor believes there is any inconsistency between Recovery Act requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:
• Reporting, tracking and segregation of incurred costs;
• Reporting on job creation and preservation;
• Publication of information on the Internet;
• Protecting whistleblowers; and
• Requiring prompt referral of evidence of a false claim to the Inspector General.

Definitions:

For purposes of this clause, “Covered Funds” means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

A. Flow Down Provision

This clause must be included in every first-tier subcontract.

B. Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See http://www.dol.gov/esa/whd/contracts/dbra.htm.

E. Publication

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov , maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under Section I. clause entitled "52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (MAR 2009).

G. Utilization of Small Business

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

The following clause is added. This clause applies only to the Recovery Act work specified in Section C as directed by the Contracting Officer under this modification in accordance with the clause in Section I, entitled "Changes," until such time that the Contracting Officer and the contractor reach a mutual agreement and modify the contract definitizing the Recovery Act work.

H.38 Recovery Act Modification Definitization

(a) The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive modification for the Recovery Act work directed under this modification. The Contractor agrees to submit a technical, cost, and fee proposal in accordance with the instructions contained in section 9 of this modification.

(b) The schedule for definitizing this modification is as follows:

TBD within 7 days of issuing this modification.

Action	Date
Contractor submits technical, cost, and fee Proposal	

(The Changes clause may state the required time for the submission of a proposal. If that time is sufficient, state the actual date based on the time allowed by the clause. If that time is not sufficient based on the effort required for the submission of a proposal, state the necessary time, not to exceed 60days after issuance of this modification.)

Commence negotiations
Mutual agreement on definitization of Recovery Act work
Contractor submits certificate of current cost or pricing data
Execute definitization contract modification
(This date should notexceed180 days after issuance of this modification.)

(c) If agreement on a definitive modification is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the

Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the clause in section I, entitled "Limitation of Government Liability," added by this modification.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by —

(i) All clauses required by the FAR on the date of execution of this modification for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
(ii) All clauses required by law as of the date of the Contracting Officer's determination; and
(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this contract shall continue in effect, except those that by their nature apply only to the modification definitization.

H.39 Baseline and Reporting Requirements for Work Performed under the Recovery Act

This clause defines the unique requirements for the contractor's project management baseline and associated reporting requirements to address the modified contract performance requirements as implemented in Section B.5 Section C. Statement of Work to be performed and funded under the provisions of the American Recovery and Reinvestment Act of 2009 (Recovery Act).

Baseline Requirements

a. For purposes of this clause the "pre-definitized period" is defined as that timeframe from the date of execution of modification number __ _____directing the contractor to begin the Recovery Act work until the work is definitized in accordance with the clause in Section H entitled "Modification Definitization." All requirements for plans and deliverables during the pre-definitized period shall be based on the definitization time period estimated in the "Modification Definitization" clause.

(*The pre-definitized period is sequenced with specific deliverables and actions each 30 days. These deliverables and actions may occur in less than 30 days based on the project size, scope, and level of confidence in current NTB/OPER, but no more than 30 day periods.)*

b. During the pre-definitized period, the contractor shall develop and deliver to the Contracting Officer the following:

1. Within 30 days after execution of modification no. _____, the contractor shall provide a work plan for performance of that portion of the work specified in Section C. Statement of Work expected to be performed during the 180-day period after execution of modification no. _____. This plan shall include the following:

   i. Product-oriented Work Breakdown Structure (WBS) and WBS dictionary in alignment with the statement of work, as modified for the Recovery Act work, to include performance of Recovery Act work totally within distinctly defined, separately tracked and uniquely managed WBS elements;

   ii. Monthly spend plan consistent with the statement of work, completely segregating the non-Recovery Act work from the Recovery Act funded portions of the statement of work;

   iii. Crosswalk of statement of work WBS elements and associated planned milestones, metrics, and estimated costs (at the 80% confidence level), at the Activity Building Block (ABB) level, between the current base program/project Near-Term Baseline (NTB) and/or Out-year Planning Estimate Range (OPER) and the Recovery Act work;

   iv. Milestone list including, but not limited to, major hiring actions that create newly "created" or "retained" jobs by the contractor or first tier subcontractors in accordance with the clause in Section H, entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009, key starts and completions, enforceable regulatory dates, approval of key regulatory decisions, project critical decisions, delivery of critical Government Furnished Services and Items; and

   v. Planned quarterly summary of jobs "created" or "retained" by the contractor and first tier subcontractors as defined in the Section H clause entitled "Special provisions relating to work funded under the American Recovery and Reinvestment Act of 2009."

2. Within 90 days after execution of modification no. XX the contractor shall propose a Performance Baseline for the complete work specified in Section C. Statement of Work. This baseline shall use control accounts that will be made up of work packages. The WBS elements at the lowest level should roll up within the WBS structure and clearly identify the entire work to be performed. The WBS shall clearly distinguish all non-

Recovery Act work from all Recovery Act work. The proposed Performance Baseline shall include the following:

i. The contractor shall propose a performance baseline, at a high confidence level, for the work to be performed, including the pre-definitized period and the post-definitzed period. This baseline shall be based upon the work and schedule included in modification no. __xx__ and the contractor's cost proposal. A month-by-month baseline or budgeted cost of work scheduled (BCWS)/planned value (PV) must be developed for the complete Recovery Act work. This will be the original baseline for Recovery Act work and shall include all of the work by WBS, including both the pre- and post- definitized periods, and the contractor's defined management reserve. The sum of these three items (estimated cost for the pre-definitized period, estimated cost for the post-definitized period, and the management reserve) shall equal the contractor's proposed estimated cost for the Recovery Act work.

   This performance baseline is subject to independent project review and certification before approval by the government.

ii. A network logic schedule utilizing Primavera will be developed at the activity level for each control account which includes milestones. The schedule must be resource loaded and coded to allow summarization of lower level activities through the control account for the complete Recovery Act work.

iii. The proposed Performance Baseline shall also include the planned quarterly summary of jobs "created" or "retained" by the contractor and first tier subcontractors as defined in the Section H clause entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009." .

Deliverables supporting the Recovery Act performance baseline shall include all deliverables required under existing contract requirements, those Recovery Act deliverable and reporting requirements specified in the section H clause entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009" *and those Recovery Act-unique deliverables listed below.* For all common deliverables, the data shall be clearly segregated and distinguished between non-Recovery Act work and Recovery Act work, as well as summing to complete contract totals.

a. Work breakdown structure and associated dictionary;
b. List of planning basis and assumptions;

c. Cost baseline description document that includes the basis of cost estimate;
d. Schedule baseline that employs a critical path method and is resources loaded such that earned value can be measured;
e. Organizational breakdown structure;
f. Responsibility assignment matrix that identifies Control Account Managers;
g. Earned value management system description and a copy of the letter of certification against ANSI/EIA-748-B, "Earned Value Management Systems;"
h. Project controls system description document;
i. Risk management plan with results of qualitative and quantitative analysis including S-curves, cost and schedule contingency determinations, risk mitigation/risk response plans, and risk register;
j. All work packages;
k. Technical design documentation;
l. Documented safety analysis;
m. Safety evaluation report (if required);
n. Safety design strategy;
o. Integrated safety management system description document and latest annual certification;
p. NEPA documentation (analysis of environmental impacts); and
q. Regulatory decision documents.

These documents shall be submitted to the Contracting Officer to support DOE review and baseline approval. The Contracting Officer may identify other documents as needed to support project reviews and audits.

3. The contractor shall support resolution of IPR or External Independent Review (EIR) corrective actions for the performance baseline submitted. .

c. During the pre-definitized period, the contractor shall determine the budgeted cost of work performed (BCWS)/earned value (EV) for budgeted cost for work performed (BCWP)/planned value (PV) on a monthly basis utilizing measurable units associated with each activity in the schedule (e.g., square foot reduction, number of TRU shipments, foot print reduction, etc.), as appropriate, that will allow the reporting of the contractor's progress in accordance with the reporting requirements specified in the clause in Section H entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act." The associated actual cost of work performed (ACWP)/actual cost (AC), cost and schedule variances and performance indices, and variance analyses shall be reported monthly. Performance against the Recovery Act performance baseline

shall be tracked separately from other work under the contract funded by other appropriations.

d. Upon negotiation of the definitive modification to the contract, the performance baseline documentation submitted in accordance with paragraph b.2 above shall be revised by the contractor to reconcile cost estimates and WBS elements, if necessary, consistent with the definitive modification.

Reporting Requirements

e. The contractor is to begin immediately reporting against the established performance baseline in accordance with the reporting requirements specified under existing contract requirements, those reporting requirements specified in the section H. clause entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009, *and those Recovery Act-unique deliverables listed below*. Performance against the Recovery Act work shall be tracked and reported separately from other work under the contract funded by other appropriations.

f. These reports shall be provided to the Contracting Officer on a monthly basis.

1. *Contract Performance Report (Refer to OMB No. 0704-0188 or DD FORM 2734/1, MAR 05) :Format 1 - Work Breakdown Structure, Format 3 - Baseline, and Format 5 - Explanations and Problem Analyses.*

2. *A Milestone report from Primavera reflecting status of all milestones being reported with columns for the scope, original planned date, current planned date, and the actual date the milestone was completed.*

3. *A funds management report by Budgeting & Reporting (B&R) codes that identifies the amount of funds obligated to the contract and the amount of funds obligated to the contractor, and committed and expended by the contractor.*

The following clauses are modified *(or added)* as follows: TBD

(There may be existing clauses in contracts that need to be modified for application to the Recovery Act work due to the nature of the specific work or in order to provide additional oversight or control. Other clauses in Section H. should be reviewed for this purpose. In addition, there may be a need for new clauses applicable to the Recovery Work. Areas that should be assessed include:

- *Financial management and oversight,*
- *Project controls,*
- *Baseline management and change control, and*
- *Special reporting, etc.)*

H.40 PARTNERING AGREEMENT

In order to most effectively accomplish this Contract, the Government proposes to develop 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 agreed, will be utilized in organizing partnering meetings and establishing a partnering agreement.

H.41 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 report efficiencies to reduce costs overall for the Government.

H.42 REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES

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

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

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