PART I – THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DOE-H-2002 NO THIRD PARTY BENEFICIARIES (OCT 2014)

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

H.2 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)

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

H.3 DEFINITIONS

For purposes of clauses H.3 through H.11 the following definitions are applicable (unless otherwise specified):

(a) "Contract Effective Date" means the date the Contractor shall assume full responsibility, also considered the first day after the current incumbent contractors'(CWI and Elite, as defined below) period of performance ends.

(b) "Contract Transition Period" means the 90-day (or less) period between Notice to Proceed and Contract Effective Date.

(c) "CWI" means CH2M/WG Idaho, LLC under contract DE-AC07-05ID14516 (hereinafter, "CWI DOE Contract").

(d) "Elite" means the California Security Services Task Order under contract GS-07F0425X/DE-DT0004475 (hereinafter, "Elite DOE Task Order").

(e) "Grandfathered Employees" means those employees who meet the eligibility requirements and who participate in the Idaho National Laboratory Employee Retirement Plan (INLERP).

(f) "Idaho Cleanup Project" means the scope of work currently managed by CWI, which includes the NRC Licensed Facilities, as defined below.

(g) "Idaho National Laboratory Employee Retirement Plan (INLERP)" means a multiple employer Defined Benefit pension plan which was closed to new entrants on May 1, 2005, but which covers Grandfathered Employees as defined in this Section H.3. The INLERP is managed and administered by committees composed of representatives

from each of the sponsoring employers.

(h) "Incumbent Employees" means employees who hold regular appointments or who are regular employees of CWI or Elite as of the Notice to Proceed for this Contract.

(i) "Non-Incumbent Employees" means new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after the Notice to Proceed for this Contract.

(j) "Notice to Proceed (NTP)" means the authorization issued by DOE which signals the start of the Contract Transition Period. The date of issuance of the Notice to Proceed (NTP) is the first day of the Contract Transition Period.

(k) "Nuclear Regulatory Commission (NRC) Licensed Facilities" means the three NRC licensed independent Spent Nuclear Fuel (SNF) storage installations: the Fort Saint Vrain (FSV) facility in Colorado; Three Mile Island-2 (TMI-2) facility at the Idaho Nuclear Technology and Engineering Center (INTEC) in Idaho; and management of the Idaho Spent Fuel Facility (ISFF) license for construction and operation at INTEC in Idaho.

H.4 HIRING PREFERENCES

The Contractor shall comply with the hiring preferences set forth below.

(a) The right of first refusal for employment in Section I, FAR 52.222-17 Nondisplacement of Qualified Workers (May 2014), is applicable to the service employees employed under the CWI DOE Contract and the Elite DOE Task Order for the same or similar services, which are to be performed by the Contractor and its subcontractors. The Contractor shall comply with the right of first refusal for employment for service employees and all of the requirements set forth in FAR 52.222-17 Nondisplacement of Qualified Workers for the applicable work and positions before applying any of the hiring preferences in paragraph (b) below. If a service employee employed under the CWI DOE Contract and/or Elite DOE Task Order declines a bona fide express offer of employment under this Paragraph (a), the Contractor need not provide the right of first refusal or the preference in hiring specified in paragraphs (b)(1)(i) and (ii) below to such employee, but shall provide all other preferences in hiring in Paragraph (b) below, as applicable.

(b) The Contractor shall provide, during the Contract Transition Period and throughout the period of performance, preferences in hiring for vacancies at the NRC Licensed Facilities for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the PWS under this Section C of the Contract, in accordance with the hiring preferences in paragraphs (1) – (5) below in descending order of priority (subject to paragraph (a) above, any applicable

collective-bargaining agreement(s), applicable law, and any applicable site seniority lists), as set forth below.

(1) The Contractor shall provide Incumbent Employees the preferences in paragraphs (i) – (iii) in descending order of priority:

i. A right of first refusal for vacancies in non-managerial positions that are substantially equivalent to the positions the Incumbent Employees held at Notice to Proceed.
ii. A preference in hiring for vacancies in non-managerial positions for the Incumbent Employees who meet the qualifications for the position.
iii. A preference in hiring for vacancies in non-managerial positions for the Incumbent Employees who may not meet the qualifications for the position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract with the training as provided for in paragraph (6) below.

(2) The Contractor shall give a preference in hiring to individuals (1) who are former employees of CWI or Elite and (2) who are entitled to recall rights consistent with any applicable site seniority lists and any applicable collective bargaining agreement(s) at the Idaho Cleanup Project.

(3) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (i) – (ii), in descending order of priority, who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled "DEAR 952.226-74, Displaced Employee Hiring Preference" consistent with the provisions of any applicable Work Force Restructuring Plan and Departmental guidance on workforce restructuring, as amended from time to time, regarding the preferential hiring of employees:

i. Former employees of CWI or Elite, or any other DOE contractor or subcontractor of a DOE contractor at the Idaho Cleanup Project; and
ii. Former employees of any other DOE contractor or subcontractor at a DOE defense nuclear facility.

(4) The Contractor shall give a preference in hiring to individuals (1) who were formerly employed at the Idaho Cleanup Project; and (2) who were involuntarily separated (other than for cause) from their employment at the Idaho Cleanup Project; and (3) who are qualified for the position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.

(5) The Contractor shall give a preference in hiring to individuals (1) who have separated from employment at the Idaho Cleanup Project; (2) who are not precluded from seeking employment at the NRC Licensed Facilities by the terms of employee waivers or releases of claims they executed absent repayment of severance consistent with the terms of those agreements; and (3) who are qualified for a particular position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.

(6) The Contractor will establish a training program, to the extent practicable, specifically for the purpose of training individuals for the purpose specified in paragraph (b)(1)(iii) above.

H.5 PAY AND BENEFIT PLANS

For purposes of this Section H.5, the following definitions are applicable, in addition to those set forth in Section H.3 above.

(a) Definitions

(1) Commingled Plans means a plan that covers employees from the Contractor's private operations and its DOE contract work.

(2) Defined Benefit (DB) Pension Plan means a pension plan that provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.

(3) Defined Contribution (DC) Pension Plan means a pension plan that provides benefits to each participant based on the amount held in the participant’s account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant’s account.

(4) Designated Contract means, for purposes of these clauses, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.

(5) Separate Plan means a pension plan that must satisfy IRC Sec. 414(1) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the contractor as the plan sponsor.

(6) Spun-off Plan means a new pension plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis."

(b) The Contractor shall establish pay and benefit programs for employees in accordance with the Service Contract Act (including Section 4(c)) if applicable and other applicable law, the terms and conditions of this Contract, applicable collective bargaining agreement(s), and the following requirements as set forth below.

(c) Special Provisions Applicable to Employee Benefits

(1) Grandfathered Employees.
The Contractor shall provide a total package of benefits (including post-retirement health and welfare benefits) to Grandfathered Incumbent Employees comparable to that provided by CWI. Comparability of the total benefit package shall be determined by the Contracting Officer at his/her sole discretion. Grandfathered Employees shall remain in the Idaho National Laboratory Employee Retirement Plan (INLERP) (or comparable successor plan if continuation of the INLERP is not practicable) pursuant to pension plan eligibility requirements and applicable law. The Contractor shall also provide service credit for leave as set forth below. Comparability shall be determined by the Contracting Officer in his/her own discretion. Only former employees of CWI or the other operating contractors at the Idaho facility may be grandfathered in the INLERP. Former Elite employees have never been eligible and cannot be grandfathered employees.

To the extent that the tax-qualified status of the INLERP plan is not jeopardized (see (e)(1) below), no employee who is eligible to participate in the INLERP shall lose the right to participate in the INLERP as a result of this transition. However, if the participation of a particular classification of employees (e.g., highly compensated employees) could jeopardize the tax qualifications of the INLERP, the contractor shall take appropriate action as necessary to ensure the INLERP remains qualified under the Internal Revenue Code, consistent with the processes and procedures set forth herein. Consistent with the terms of the plan, any transition of the employees from CWI to the Contractor shall not constitute a break in service under the INLERP.

(2) Non-Grandfathered Incumbent Employees.
Employees shall receive a benefits package that provides for market-based retirement (pension) benefits that is competitive with the industry from which the Contractor recruits its employees, and a health and welfare benefit package (including comparable post-retirement benefits) comparable to those for which

they are currently eligible at the time of contract transition. Comparability shall be determined by the Contracting Officer in his/her own discretion.

(3) Non-Incumbent Employees.
Employees shall receive a benefits package that provides for market-based retirement (pension) and a health and welfare benefit package that is competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.

(4) Severance Pay.

i. The contractor shall credit (1) Incumbent CWI Employees who meet the eligibility requirements of their respective severance plans, if applicable and (2) who are hired by the Contractor under this Contract, with the current length of service except for any period of prior service for which severance pay has been previously paid through a DOE-cost reimbursement contract.

ii. Severance Pay is not payable to an employee under this Contract if the employee:

(A) Voluntarily separates, resigns or retires from employment,
(B) Is offered employment with a successor/replacement contractor,
(C) Is offered employment with a parent or affiliated company,
(D) Is discharged for cause, or
(E) Is a Key Person identified in Section H.23

iii. Service Credit for benefits other than severance.

(A) For Leave. The Contractor shall carry over credit for service under the CWI DOE Contract for purposes of determining rates of accruing leave for these employees as required by and consistent with any applicable collective bargaining agreement(s) and applicable law.

(B) For Fringe Benefits Other than Leave. Service credit for all CWI Employees hired by the Contractor shall be applied consistent with any applicable collective bargaining agreement(s), applicable law, and the terms of the applicable benefit plan(s).

(5) Administrative Agreements with Lead Sponsor. The lead sponsor (Battelle Energy Alliance, or BEA) or a lead sponsor successor of the INLERP shall have responsibility for management and administration of the INLERP, consistent with plan documents and any other administrative documents. BEA or a successor lead sponsor shall provide management and administrative services for the Contractor for the INLERP. The Contractor shall enter into administrative

agreements with the lead sponsor, BEA, or a successor lead sponsor, for the management and administration of the INLERP when the Contractor has Grandfathered Employees participating in the Plan(s).

(6) Pension and Other Benefit Programs.

i. No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans for which DOE reimburses costs until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.

ii. Cost reimbursement for pension and other benefit (except severance) plans for which DOE reimburses costs will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.

iii. Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (A) and (B) below. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans for which DOE reimburses costs. An Employee Benefits Value (Ben-Val) Study method using no less than 15 comparator organizations and an Employee Benefits Cost Survey comparison method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan.

(A) The Ben-Val, every two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), is an actuarial study of the relative value (RV) of the benefits programs for which DOE reimburses costs offered by the Contractor to employees measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer; and

(B) An Employee Benefits Cost Study Comparison, annually for each benefit tier, that analyzes the Contractor's employee benefits cost on a per capita basis per full time equivalent employee and as a percent of payroll and compares it with the cost reported by the U.S. Department of Labor's Bureau of Labor Statistics or other Contracting Officer approved broad based national survey.

(C) Corrective Action Plans.

(1) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer for approval, unless waived by the Contracting Officer.

(2) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll, unless waived by the Contracting Officer.

(3) Within two years of Contracting Officer approval of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and per capita cost range or percent of payroll as approved by the Contracting Officer.

iv. To the extent that the Contractor sponsors benefit plans for which the Department reimburses costs under this Contract, the Contractor may not terminate any benefit plan for which DOE reimburses costs during the term of the Contract without the prior approval of the Contracting Officer in writing.

v. Each Contractor sponsoring a pension and/or postretirement benefit plan for which DOE reimburses costs, the Contractor will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan and participating in a conference call to discuss the contractor submission.

vi. The Contractor will respond to quarterly data calls issued through iBenefits, or its successor system, for benefits for which DOE reimburses costs.

(d) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs

(1) Employees working for the Contractor shall only accrue credit for service under this Contract upon Contract Effective Date.

(2) Except for Commingled Plans in existence as of the Contract Effective Date, any pension plan maintained by the Contractor for which DOE reimburses costs shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost-reimbursement contract. When deemed appropriate by the Contracting Officer, Commingled Plans shall be converted to separate plans at the time of new contract award or the extension of a contract.

(e) Basic Requirements

(1) The Contractor shall become a sponsor of the INLERP if and when it hires Grandfathered Employees, and shall have responsibility for management and administration of its segment of the plan and consistent with applicable law. If the Contractor determines that there are no practicable means of doing the above in a manner that would maintain its segment of the plan on a tax-qualified basis, the Contractor must demonstrate to the satisfaction of the Contracting Officer that there are no practicable means of doing so and that those employees who would otherwise have been eligible to participate in the INLERP (or other benefit plans for which DOE reimburses costs) should be provided a package of benefits substantially equivalent to the INLERP (or other benefit plans for which DOE reimburses costs), as applicable in the circumstances. The Contractor has responsibility for administering and maintaining the qualified status of its segment of the INLERP or other plans for which DOE reimburses costs and for the plans themselves consistent with the plan documents and consistent with the requirements of the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code (IRC). The Contractor shall submit to the Contracting Officer annual actuarial evaluations for any pension plans for which DOE reimburses costs, as well as certify that the plans are in full compliance with IRC and ERISA requirements. Such certification shall demonstrate that such pension plans are qualified under the IRC. This evaluation shall include but not be limited to written reports relating to how such pension plans pass IRC discrimination, participation and coverage testing requirements. Each detailed annual written actuarial evaluation shall identify any conditions that may adversely affect the qualification status of the plans in the foreseeable future, including but not limited to discrimination, participation and coverage testing requirements for the contractor and any of its subcontractors that are participating employers in the plans.

i. Meeting Testing Requirements. The Contractor shall closely monitor each of its individual subcontractor employer segments participating in the INLERP and any benefit plan for which DOE reimburses costs. With the

approval of the Contracting Officer, the Contractor shall establish threshold factors that indicate when the Contractor and/or its individual subcontractor employer segments may not meet testing requirements in the foreseeable future. Every twelve months the Contractor shall identify any employer plan segments for the Contractor and its individual subcontractor employee segments that may not meet testing requirements for the current plan year and the following plan year.

ii. Failure to Meet Testing Requirements. In the case of employer segments for which the approved threshold factors described in Paragraph (i) above and other factors as approved or requested by the Contracting Officer indicate that the employer segments may not meet testing requirements, the Contractor, in conjunction with the lead sponsor, shall provide the Contracting Officer with a corrective action plan for addressing the potential or actual failure to meet testing requirements and quarterly updates on the segment's status for testing purposes. After the corrective action plan has been submitted and approved by the Contracting Officer, the Contractor shall provide quarterly updates on the segment's status for testing purposes.

(2) The INLERP and any benefit plan sponsored by the Contractor for which DOE reimburses costs shall be maintained consistent with the requirements of the IRC and ERISA in order for the costs to be allowable.

(3) DOE approval is required prior to implementing any change to a pension or benefit plan for which costs are being reimbursed under this Contract. Changes to any such pension plan(s) shall be in accordance with and pursuant to the terms and conditions of this Contract.

(4) Audits. Each contractor pension plan for which DOE reimburses costs shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA section 103, except that every third year the contractor must conduct a full-scope audit satisfying ERISA section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the Contracting Officer. In years in which a limited scope audit is conducted, the contractor must provide the Contracting Officer with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104.

(5) Benefit Management Plans. Each contractor sponsoring a pension and/or postretirement benefit plan for which DOE reimburses costs will participate in the annual plan management process which includes written responses to a

questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan and participating in a conference call to discuss the contractor submission.

A Pension Management Plan shall include the following:

i. A Pension Management Plan (PMP) discussing the Contractor's plans for management and administration of pension plans for which DOE reimburses costs consistent with the terms of this contract. The PMP shall be updated and submitted to the Contracting Officer in draft annually no later than 45 days after the last day of the Plan year along with its draft actuarial valuation.

ii. Within thirty (30) days after the date of the submission, appropriate Contractor representatives shall meet with the Contracting Officer to discuss the Contractor's proposed draft annual update of the PMP to specifically discuss any anticipated changes in the projected pension contributions from the prior year's contributions and any discrepancies between the actual contributions made for the most recent year preceding the meeting and the projected contributions for that year which the Contractor had submitted to the Contracting Officer the prior year. The annual revision of the PMP shall include:

(A) The Contractor's best projection of the contributions which it will be legally obligated to make to the pension plan(s), beginning with the required contributions for the coming fiscal year, based on the latest actuarial valuation, and continuing for the following four years. This estimate will be based upon compliance with all applicable legal requirements relating to the determination of contributions and upon the assumptions set out in the plan document(s).

(B) If the actuarial valuation submitted pursuant to the annual PMP update indicates that the sponsor of the pension plan must impose pension plan benefit restrictions, the Contractor shall provide the following information:

(1) The type of benefit restriction that will take place,

(2) The number of Contractor employees that potentially could be impacted and the nature of the restriction (e.g., financial impact) by imposition of the required benefit restriction, and

(3) The amount of money that would need to be contributed to the

pension plan to avoid legally required benefit restrictions.

(C) A detailed discussion of how the Contractor intends to manage the pension plan(s) for which DOE reimburses costs to maximize the contribution predictability (i.e., forecasting accuracy) and contain current and future costs, to include rationale for selection of all plan assumptions that determine the required contributions and which impact the level and predictability of required contributions. The Contractor is required to annually establish a long term (e.g., five year) plan that outlines the projected retirement plan costs, and any planned action steps to be taken to better manage predictability. The Contractor must also share the following information with the Department during the meeting:

(1) Strategy for achieving and maintaining fully-funded status of the plan(s).

(2) Investment policy statement for the plan, with any recent updates.

(3) Results of recent asset liability studies (required to be performed every 3 years or after a significant event) including rationale for maintaining current asset allocation strategy.

(4) Comparison of budget projections submitted to the Department to actual contributions.

(5) Any recent reports, findings, or recommendations provided by plan's investment consultant.

(6) Actuarial experience studies to set the plan's actuarial assumptions (required to be performed every 3-5 years).

(D) An assessment to evaluate the effectiveness of the Contractor's pension plan(s) investment management/results. The assessment shall include at a minimum: a review and analysis of pension plan investment objectives; the strategies employed to achieve those objectives; the methods used to monitor execution of those strategies and the achievement of the investment objectives; and a comparative analysis of the objectives and performance of other comparable pension plans. The Contractor shall also identify its plans, if any, for revising any aspect of its pension plan management based on the results of the review.

(f) Reimbursement of the Contractor Costs for Benefit Plans.

The following will be subject to be reimbursed separately on a cost reimbursement basis and are not part of the fixed price. All other costs should be part of the fixed price and will not be reimbursed separately on a cost reimbursement basis.

(1) Employer contributions to the INLERP. The Contractor as a sponsor of the INLERP will be reimbursed for pension contributions in the amounts necessary to ensure that the plan is funded to meet the annual minimum requirement under ERISA, as amended by the Pension Protection Act (PPA) of 2006. This includes the contributions of any subcontractor that is a participating employer/sponsor in the INLERP. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the Contracting Officer and will be considered on a case by case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances.

(2) The costs of the Contractor's severance benefits for those CWI Incumbent Employees that were hired and that met the eligibility requirements of the CWI Severance Plan and to the extent the Contractor's severance benefits are substantially equivalent to the CWI Severance Plan in which CWI participated.

(g) Reporting Requirements for Designated Contracts.
The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by the Contractor responsible for each designated pension plan (plans for which costs were reimbursed) funded by DOE but no later than the dates specified below:

(1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the Contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing IRS Form 5500.

(2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no later than that submitted to the IRS.

(3) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

(h) Changes to Pension Plans.

At least sixty (60) days prior to the adoption of any changes to a pension plan for which DOE reimburses costs, the Contractor shall submit the information required

below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

(1) For proposed changes to pension plans and pension plan funding, the Contractor shall provide the following to the Contracting Officer:

i. a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;

ii. an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;

iii. except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;

iv. the Summary Plan Description; and

v. any such additional information as requested by the Contracting Officer.

(2) The Contractor shall submit new pension plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval. The justification must:

i. demonstrate the effect of the plan changes on the contract net benefit value or per capita benefit costs;

ii. provide the dollar estimate of savings or costs; and

iii. provide the basis of determining the estimated savings or cost.

(i) Withdrawal from the INLERP.

The Contractor shall not withdraw from the INLERP without the prior, written approval of the Contracting Officer. If the Contractor withdraws without the consent of the Contracting Officer, all costs (including withdrawal liability under ERISA) associated with such withdrawal may be determined to be unallowable and the Government retains the right to assert a claim against the Contractor for any costs of the Department associated with such withdrawal.

(j) Changes to the INLERP.

In addition to any other provisions of this Contract, any changes or amendments to the INLERP must be approved in writing in advance by the Contracting Officer and shall be in accordance with applicable law, including compliance with any applicable collective bargaining agreement(s).

(k) Change in Name.

The name of the INLERP may change as a result of the change in lead sponsorship of the plan. Any references to the INLERP and other benefit plans contained in this Contract apply to these plans as renamed.

(l) Terminating Plans for which DOE Reimburses Costs

(1) The Contractor shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.

(2) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The Contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.

(3) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.

(4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.

(5) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets

(6) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.

(7) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such

amount and such earnings shall be subject to DOE audit. To effect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.

(m) Terminating Operations: When operations at a designated DOE facility are terminated and no further work is to occur under the prime contract, the following apply:

(1) No further benefits for service shall accrue.

(2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract and for which DOE reimburses costs.

(3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.

(4) Assets shall be determined using the "accrual-basis market value" on the date of termination of operations.

(5) DOE and the Contractor(s) shall establish an effective date for spinoff or plan termination. On the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(n) Special Programs: The Contractor must advise the Contracting Officer and receive prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit, to the extent that DOE reimburses costs for these benefits.

H.6 POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS

(a) If this Contract expires or terminates and DOE has awarded a contract under which a new contractor becomes a sponsor and assumes responsibility for management and administration of the pension plans covering active or retired employees with respect to service at the Idaho Core Project for which DOE reimburses costs (collectively, the "Plans") the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the plans as appropriate and consistent with direction from the Contracting Officer. If a Commingled plan is involved, the contractor shall:

(1) Spinoff the DOE portion of any Commingled Plan used to cover employees working at the DOE facility into a separate plan. The new plan will normally

provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities.

(2) Bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. DOE and the contractor(s) shall establish an effective date of spinoff. On or before the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(b) If this Contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor of the Plans, and assumes responsibility for management and administration of the Plans or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans for which DOE reimburses costs at the time of Contract Completion:

(1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.

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

(c) In the event a transfer of assets in the INLERP is determined to be necessary, the Contractor shall cooperate fully in the transfer of any assets in a manner consistent with any fiduciary duty, applicable law and subject to the approval and direction of

the Contracting Officer.

H.7 RESERVED

H.8 LABOR RELATIONS

(a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities. Consistent with applicable labor laws and regulations, if the Contractor will legally succeed to a predecessor's bargaining obligation, the contractor shall recognize and bargain with labor organizations representing its employees. Specifically, for work currently performed by members of any labor organization on the Contract Effective Date, the Contractor agrees to initially consult with such labor organization(s) regarding the initial terms and conditions of employment and to recognize such labor organization(s) as the collective bargaining representative(s) for employees performing work that has historically and traditionally been performed by members of such labor organization(s) and is covered in the scope of this contract, and to bargain in good faith to a collective bargaining agreement that gives due consideration to applicable terms and conditions of the existing collective bargaining agreement(s) for work at the Idaho Core Project.

(b) In the event any Contractor employees are or become represented by any labor organization, the following shall apply:

(1) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives for cost reimbursement purposes in the areas of wages, pension, and medical benefits prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters in the above listed areas prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this Contract.

(2) The Contractor shall seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1 and DEAR Subpart 970.2201 and all applicable Federal and State labor relations laws.

(3) The Contractor will notify the Contracting Officer or designee in a timely fashion

of all labor relations issues and matters of local interest including organizing initiatives, work stoppages, picketing, etc., and will report as required by the Contracting Officer or designee all unfair labor practices, labor arbitrations, and third step grievances, and settlement agreements and will furnish any such additional information as may be required from time to time by the Contracting Officer.

(4) Provide the Contracting Officer with a "Report of Settlement" after ratification of a collective bargaining agreement by accessing the Labor Relations Module in iBenefits, or its successor system, during the next open quarter.

(c) INL Site Construction Jurisdiction Procedural Agreement (SJPA) and the INL Site Stabilization Agreement (SSA).The Contractor and its subcontractors at all tiers performing work under contracts and subcontracts which are made subject to the Wage Rate Requirements (Construction)(formerly known as the Davis-Bacon Act) at the Idaho Operations Office (DOE-ID) administered areas at the Idaho National Engineering Laboratories shall become signatory to the INL SJPA and INL SSA. Contractor employees and subcontractor employees performing such work shall receive pay and benefits consistent with the SSA unless otherwise negotiated between the Contractor and the Idaho Building and Construction Trades Council. Copies of the SSA and SJPA are available at https://www.emcbc.doe.gov/SEB/nrc/. The SJPA and the SSA apply to construction performed under the contract consistent with the terms of the SJPA and the SSA.

H.9 WORKFORCE RESTRUCTURING

Notwithstanding any other provision in this Contract, when the Contractor determines that a reduction of force is necessary, the Contractor shall notify the Contracting Officer in writing. The Contractor shall provide information as directed by the Contracting Officer related to workforce restructuring activities and to enable compliance with Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 and any other DOE guidance pertaining to workforce restructuring, as may be amended from time to time. The Contractor shall supply workforce restructuring related information and reports as needed by DOE. The Contractor shall extend displaced employee hiring preference in accordance with the Section I Clause entitled, DEAR 952.226-74, Displaced Employee Hiring Preference, and Clause H.4.

H.10 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES

(a) Workforce Transition Planning. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:

(1) Within ten days after Notice to Proceed, the Contractor shall:

i. Submit to the Contracting Officer a description of any and all workforce transition agreements that it intends to enter into with the Elite and CWI to ensure compliance with Clause H.4 during the first 90 days after Notice to Proceed and during the remaining period of performance under the Contract;

ii. Establish and submit to the Contracting Officer a draft written communication plan that details the communication that the Contractor and its subcontractors will engage in with Elite and CWI and their employees, regarding implementation of the requirements set forth in Clause H.4;

iii. Provide estimated severance costs, detailed breakouts of the costs and a schedule of estimated dates when the costs will be expended to accomplish workforce transition activities within the timeframes specified; and

iv. Obtain information from Elite and CWI, identifying the Incumbent Employees as defined in Clause H.3. Provide and define a process as part of transition agreements required in paragraph (1)(i) above for obtaining updated and continuous information through the Transition Period regarding the Incumbent Employees.

(2) Within 15 days after Notice To Proceed, the Contractor shall:

i. Submit to the Contracting Officer copies of the draft Workforce Transition Plan for the Contractor and its first and second tier subcontractors, describing the processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Clause H.4 during the Contract Transition Period and the remaining period of performance under the Contract.

ii. Establish a final written communication plan with Elite and CWI regarding the implementation of the hiring preferences in Clause H.4, and provide a copy to the Contracting Officer. The communication plan shall also include a communication process among the Contractor, incumbent contractor, DOE, site tenants, and any incumbent union(s) representatives.

(3) Within 30 days after Notice To Proceed, the Contractor shall provide to the Contracting Officer copies of the final Workforce Transition Plan and draft workforce transition agreements it proposes to enter into with Elite and CWI consistent with the requirements of Clause H.4 and described in paragraph (2)(i) above.

(4) Within 60 days after Notice To Proceed, the Contractor shall provide to the Contracting Officer

i. copies of the final workforce transition agreements with Elite and CWI consistent with the requirements of Clause H.4 above; and

ii. copies of any and all written agreements in which it has entered with Elite and CWI for transitioning their respective employees pursuant to Clause H.4.

(5) The Contractor shall submit reports to the Contracting Officer regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by Clause H.4, in accordance with the timeframes set forth below. These reports shall include at a minimum the following information: employee hire dates or anticipated hire dates, employee salary levels, and the names of the former employers of the employees hired by the Contractor and/or hired by the Contractor's first and second tier subcontractors.

i. During the 90 day Contract Transition Period such reports shall be provided to the Contracting Officer on a weekly basis; or

ii. More frequently if requested by the Contracting Officer.

(6) The Contractor shall implement the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by DOE through the Contracting Officer.

(b) Benefits Transition Planning. The Contractor shall submit a written draft Benefits Transition Plan for the approval of the Contracting Officer, as set forth herein.

(1) The Benefits Transition Plan will include:

i. A detailed description of the Contractor's plans and procedures showing how the Contractor will comply with Clause H.5, and this Paragraph (b).

ii. A detailed description of the Contractor's policies regarding pensions and other benefits for which the Department reimburses costs under this Contract, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

iii. A written description of how the existing pension and other benefit plans provided to employees pursuant to Clause H.5, will be amended or

restated on or before the last day of the Contract Transition Period. If an asset transfer(s) and/or the creation of a new benefit plan(s) are necessary in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract, the Contractor shall provide a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions.

(2) The Contractor shall perform the following activities within the timeframes specified below:

i. Within ten days after Notice To Proceed, the Contractor shall:

(A) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for transitioning of the NRC segment of the INLERP and/or development of new pension or benefit plans for which DOE reimburses costs, including specifically the personnel responsible for ensuring that the Contractor becomes a sponsor/participating employer of the INLERP or benefit plans for which DOE reimburses costs and contact information for the above personnel; and

(B) Request CWI to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsorship of the NRC segment of the INLERP or establishment of any new pension or benefit plans for which DOE reimburses costs, including but not limited to the transition of the existing INLERP pension plan or establishment of any new benefits plans on or before the end of the 90-day Contract Transition Period.

(C) Provide estimated costs and detailed breakouts of the costs to accomplish workforce and benefits transition activities within the timeframes specified, including the costs for enrolled actuaries and counsel.

ii. Within 15 days after Notice To Proceed, the Contractor shall provide to the Contracting Officer:

(A) The draft Benefits Transition Plan; and

(B) A list of the information and documents that the Contractor has requested from the CWI pertaining to the transition of the NRC segment of the INLERP, and other benefit plans for which DOE reimburses costs. The Contractor shall notify the Contracting Officer

on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from CWI. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the requirements in H.5.

iii. Within 20 days after Notice To Proceed, the Contractor shall:

(A) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Clause H.5, including requirements pertaining to the transition of employee benefit plans; and

(B) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for CWI. The meeting shall include the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its sponsorship obligations under Clause H.5, including execution of transition agreements with CWI, and other applicable entities. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the Contracting Officer within two days after the meeting.

iv. Within 45 days after Notice To Proceed, the Contractor shall:

(A) Provide a final written Benefits Transition Plan to the Contracting Officer

(B) Provide to the Contracting Officer draft or proposed final versions of the following documents as set forth below –

(1) drafts of all amendments to or restatements of the INLERP, including but not limited to amendments effectuating the change in sponsorship/participating employer in the INLERP. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) of the INLERP. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans.

(2) drafts of any new benefit plan(s) as well as draft SPDs that the Contractor proposes to sponsor.

(3) drafts of the transition agreements which the Contractor will enter into with CWI, to ensure the Contractor's compliance with the pay and benefits requirements set forth in Clause H.5.

v. No later than 60 days after Notice to Proceed and prior to adoption or execution of those documents, the Contractor shall submit to the Contracting Officer for approval the proposed final versions of the documents provided in draft to the Contracting Officer within 45 days after Notice to Proceed and described in Paragraphs (iv) above.

vi. Within 90 days after Notice To Proceed, the Contractor shall complete transitions into the applicable pension(s) plans and other existing benefit plans, as well as establishment of any new plans.

vii. The Contractor shall respond to any comments provided by the Contracting Officer under any of the above paragraphs within two days of receipt of the comments.

viii. After the Contract Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following information promptly to the Contracting Officer upon the request of the Contracting Officer:

(A) Documents relating to benefit plans offered to Contractor Employees, including but not limited to SPDs, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract, and

(B) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Clause H.5.

ix. Additionally, the Contractor shall provide timely data responses to Departmental annual and ad hoc pension data requests. Such data responses shall be provided within the timeframe established by the contracting officer for each response and if no timeframe is specified, the contractor shall provide the data response within one calendar day.

H.11 DOE-H-1011 LABOR STANDARDS AND DEPARTMENT OF LABOR WAGE DETERMINATIONS

(a) DOE will determine the appropriate labor standards that apply to work activities in accordance with the Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act), the Service Contract Labor Standards (formerly known as 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.

(b) In the performance of this Contract the Contractor and/or subcontractors shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J if the contract or subcontracts are covered by the Service Contract Labor Standards (formerly known as the Service Contract Act) consistent with Section 4(c), if applicable, of the Service Contract Labor Standards, and the Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act) Wage Determination located in Section J if the contract or subcontracts are covered by the Wage Rate Requirements (Construction). Each contractor and subcontractor employee performing work covered by the Wage Rate Requirements (Construction) must be paid at least the pay and benefits set forth in the SSA (or other negotiated agreement between the Contractor and the Idaho Building and Construction Trades Council) required in Section J or under the applicable Wage Rate Requirements (Construction) wage determination, whichever is higher.

Revised wage determinations shall be required from the Department of Labor and incorporated into this contract 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 Labor Standards covered employees.

H.12 INSURANCE – WORK ON A GOVERNMENT INSTALLATION

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

(a) **Workers' Compensation and Employer's Liability Insurance:**

(1) The amount required by the State of Idaho and the State of Colorado 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.

The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

Proof of all required insurance shall be provided to the Contracting Officer prior to the commencement of work.

H.13 DOE-H-1021 CONSERVATION OF UTILITIES

The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities.

The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

H.14 DOE-H-1023 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS

(a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.

(b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contacting Officer.

(c) Except as required by or specifically provided for in other provisions of this Contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

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

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

(d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

(e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

H.16 LITIGATION MANAGEMENT AND SUPPORT

(a) Within 60 days of the NTP, the Contractor shall provide a Legal Management Plan (defined as a document describing the Contractor's practices for managing legal costs and legal matters for which it procures the services of retained legal counsel) compliant with Code of Federal Regulations Title 10 Subpart 719 (as revised by Final Rule issued by DOE on May 3, 2013), Contractor Legal Management Requirements. The Plan shall describe the Contractor's practices for managing and containing legal costs and matters for which it procures the services of retained legal counsel.

(b) Once approved by the Contracting Officer, the Plan, as well as applicable regulations and contract provisions, forms the basis for approvals by the Contracting Officer to reimburse litigation and other legal expenses. The Plan may be revised from time to time to conform to legal management rules or policies established by the Department of Energy.

(c) If this support is required, a change will be negotiated to the contract to allow these costs as a separate cost reimbursement type CLIN.

H.17 RESERVED

H.18 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASE OF INFORMATION (OCT 2014)

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.19 DOE-H-1040 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2014)

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

H.20 DOE-H-2041 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014)

(a) Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as -

(1) Alternative Fueled Vehicles and Alternative Fuels;
(2) Biobased Content Products (USDA Designated Products);
(3) Energy Efficient Products;
(4) Non-Ozone Depleting Alternative Products;
(5) Recycled Content Products (EPA Designated Products); and
(6) Water Efficient Products (EPA WaterSense Labeled Products).

(b) The Contractor should become familiar with these information resources:
(1) Recycled Products are described at http://epa.gov/cpg.
(2) Biobased Products are described at http://www.biopreferred.gov/.
(3) Energy efficient products are described at http://energystar.gov/products for Energy Star products.
(4) FEMP designated products are described at http://www.eere.energy.gov/femp/procurement
(5) Environmentally Preferable Computers are described at http://www.epeat.net.
(6) Non-Ozone Depleting Alternative Products are described at http://www.epa.gov/ozone/strathome.html.
(7) Water efficient plumbing fixtures are described at http://epa.gov/watersense.

(c) If, in the course of providing services at the DOE site, the Contractor's services necessitate the acquisition of any of the above types of products, it is expected that the Contractor will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and the Contractor may be asked by the Contracting Officer to provide information in support of DOE's report.

H.21 DOE-H-1055 COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (Ipv6) IN ACQUIRING INFORMATION TECHNOLOGY (JULY 2011)

This Contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that (1) all deliverables that involve IT

that uses IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development and implementation available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor shall (1) obtain the Contracting Officer's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available.

Should the Contractor find that the Performance Work Statement of this Contract does not conform to IPv6 standards, it must notify the Contracting Officer of such nonconformance and act in accordance with the instructions of the Contracting Officer.

H.22 DOE-H-2043 ASSIGNMENT AND TRANSFER OF CONTRACTS AND SUBCONTRACTS (OCT 2014)

(a) Assignment of DOE Prime Contracts. During the period of performance of this contract, it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts supporting site work to this contract. The Contractor shall accept the transfers and assignments of such contracts. Any recommendations and/or suggestions regarding individual transfers directed by DOE shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.

(b) Transfer of Subcontracts. As the successor contractor, the Contractor agrees to accept the transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The Contractor shall use its best efforts 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 Contracting Officer in writing. DOE reserves the right to direct the Contractor to transfer to DOE or another Contractor any subcontract awarded under this contract.

H.23 KEY PERSONNEL

(a) Introduction

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

(b) Key Personnel Team Requirements

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

(c) Definitions

For the purposes of this Clause, "Changes to Key Personnel" is defined as: (i) any change to the position assignment of a current Key Person under the Contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the Contract; or (iii) assigning a current Key Person for work outside the Contract.

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

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

(2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Project Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of Notice to Proceed, DOE may modify the contract by reducing the Contract price by $15,000 for each and every occurrence of a change.

(3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in price. Such written request shall include the Contractor's basis for the removal, replacement, or diversion of any key personnel. The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the reduction in price.

(e) The Key Personnel for this Contract are identified below. The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to add or delete personnel.

(f) One person may cover multiple key personnel positions; however, in the event one individual, covering multiple key personnel positions leaves before the time period specified in paragraphs (1) and (2) above, the Contractor may be subject to multiple

separate price reductions. The Contractor shall determine the work location of the key personnel to ensure the effective execution of the contract.

NAME	POSITION TITLE
David Bland	Project Manager
Richard Coriell	Security Manager
Ray Weedon	ESH&Q Safety Manager

H.24 PROJECT MANAGEMENT/WORK PLANNING & CONTROL/PERFORMANCE MEASUREMENT/MONTHLY REPORTING

The Contractor shall establish, maintain, and use a Performance Measurement System (PMS) that accurately records and reports the Contract performance against the requirements of the Contract, and is consistent with the required Contract Work Plan (Section J – Attachment J-2). The Contract Work Plan (CWP) should provide an integrated system of program management elements (e.g., scope, schedule, and alignment with the WBS to capture all contract requirements) for planning, executing, and measuring performance for all contract requirements during the Contract Period of Performance (CPP). A PMS shall be used that evaluates progress against the approved CWP. The PMS shall employ sound performance measurement principles and shall establish performance milestones, schedules, and percentage of project completion while providing adequate insight into potential risks to DOE relating to achievement of schedule and technical performance objectives. The Contractor shall provide DOE a description of the PMS to be utilized for the effort (see Section J, Attachment J-2).

In support of the Idaho Integrated Site-wide Federal Lifecycle Baseline maintenance, the Contractor shall prepare and provide an updated CWP annually throughout the CPP by September 1st of each year. All annual updates to the CWP shall capture any potential contract modifications, progress made to date, and remaining budget and scope required to complete all contract requirements.

The Contractor shall submit a Monthly Progress Report to the CO, with a copy to the Office of Project Assessment at ContractorsMPR@hq.doe.gov, not later than the ~~eighth business day prior to the end of each calendar month~~ fifteenth day of each calendar month for the previous month (Ex. April's monthly report is due not later than May 15th) (see Section J, Attachment J-2). The report shall provide the prior month's performance for each Contract Line Item Number (CLIN) and an update of the performance to date. The report shall include a narrative description of scope accomplished, progress on corporate and Contract specific performance metrics, status of milestones and deliverables, and an explanation of any performance variances from the CWP and planned mitigation efforts to correct performance issues. Mod 06

The Contractor shall provide all management and technical information to:

1. Support audits, evaluations, and external technical reviews; and
2. Support other DOE project performance assessments and information needs.

All project management information developed under this Contract shall be provided electronically or be electronically accessible by DOE.

H.25 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014)

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the Contract as evidenced by the Performance Guarantee Agreement incorporated into the Contract in Section J, Attachment J-7.

If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the Contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

H.26 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL (OCT 2014)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section J, Attachment J-7 entitled, "*Executed Performance Guarantee Agreement*." The individual signing the "*Performance Guarantee Agreement*" for the parent company(s) should be the Responsible Corporate Official.

The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

Responsible Corporate Official:

Name:	Loong Yong, PH.D.
Position:	President
Company/Organization:	Spectra Tec, Inc.
Address:	132 Jefferson Court, Oak Ridge, TN 37830
Phone:	865-483-7210
Facsimile:	865-483-7262
Email:	lyong@spectratechinc.com

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight.

DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors:

Name:	Loong Yong, PH.D.
Position:	President
Company/Organization:	Spectra Tec, Inc.
Address:	132 Jefferson Court, Oak Ridge, TN 37830
Phone:	865-483-7210
Facsimile:	865-483-7262
Email:	lyong@spectratechinc.com

Should any change occur to the Corporate Board of Directors or their contact information during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

H.27 PRIVACY ACT SYSTEMS OF RECORD

(a) The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I Clause entitled, FAR 52.224-2, *Privacy Act.*

DOE Privacy Act System Number	DOE Privacy Act System Description
DOE-5	Personnel Records of Former Contractor Employees (includes all former workers)
DOE-11	Emergency Operations Notification Call List
DOE-13	Payroll and Leave Records
DOE-14	Report of Compensation
DOE-28	General Training Records
DOE-31	Firearms Qualifications Records
DOE-33	Personnel Medical Records (present and former DOE employees and Contractor employees)
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-43	Personnel Security Clearance Files

DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-77	Physical Fitness Test Records (for armed, uniformed guards)

(b) If the above list does not address all of the systems of records that are generated based on Contract performance, then the Contractor shall notify the Contracting Officer as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems and notify the Contracting Officer immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not exempt the Contractor from complying with the Privacy Act. To ensure that systems are monitored consistently, the Contractor must review the list annually and notify the Contracting Officer, in writing, that the list is accurate and up to date.

(c) The above list shall be revised by mutual agreement between the Contractor and the Contracting Officer, in consultation with the local Privacy Act Official (PAO) and/or General Counsel, as necessary, to keep it current. A formal modification to the Contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause for FAR 52.224-2, Privacy Act. The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

(d) The "*Privacy Act Notification*" (FAR 52.224-1) and "*Privacy Act*" (FAR 52.224-2) clauses are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of this H clause identifying system of record DOE-33, "Personnel Medical Records," along with language on records turnover. Subcontracts must also contain scope requirements necessary to ensure DOE and Contractor compliance with applicable records management and Privacy Act requirements.

H.28 DOE-H-2020 PRICE ANDERSON AMENDMENTS ACT NONCOMPLIANCE (OCT 2014)

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

DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

H.29 IMPLEMENTING THE PRICE-ANDERSON AMENDMENTS ACT OF 2005

NUCLEAR HAZARDS INDEMNITY AGREEMENT

(a) Authority. This clause is incorporated into this Contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)

(b) Definitions. The definitions set out in the Act shall apply to this clause.

(c) Financial protection. Except as hereafter permitted or required in writing by DOE, the Contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the Contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the Contractor by DOE.

(d)

(1) Indemnification. To the extent that the Contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the Contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the Contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or $500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this Contract.

(2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.

(e)

(1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act,

arising out of nuclear waste activities, as defined in the Act, the Contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.

(2) In the event of an extraordinary nuclear occurrence which:

i. Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or
ii. Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or
iii. Arises out of or results from the possession, operation, or use by the Contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the Contract activity; or
iv. Arises out of, results from, or occurs in the course of nuclear waste activities, the Contractor, on behalf of itself and other persons indemnified, agrees to waive:

(A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:

1. Negligence;

2. Contributory negligence;

3. Assumption of risk; or

4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;

(B) Any issue or defense as to charitable or governmental immunity; and

(C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.

v. The term extraordinary nuclear occurrence means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the

Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.

vi. For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this Contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this Contract.

(3) The waivers set forth above:

i. Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;

ii. Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;

iii. Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

iv. Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

v. Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;

vi. Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;

vii. Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and

viii. Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or

other proof of financial protection.

(f) Notification and litigation of claims. The Contractor shall give immediate written notice to DOE through its Contracting Officer of any known action or claim filed or made against the Contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the Contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the Contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the Contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the Contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

(g) Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the Contractor to fulfill its obligation under this Contract and shall be unaffected by the death, disability, or termination of existence of the Contractor, or by the completion, termination or expiration of this Contract.

(h) Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this Contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this Contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.

(i) Civil penalties. The Contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the Contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any 1-year period (as determined by the Secretary) under this Contract.

(j) Criminal penalties. Any individual director, officer, or employee of the Contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation

results in, or, if undetected, would have resulted in a nuclear incident.

(k) Inclusion in subcontracts. The Contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

H.30 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014)

(a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.

(b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.

(c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer,

pursuant to the Clause entitled, "FAR 52.242-15, Stop-Work Order."

(d) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:

(1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
(2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
(3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.

(e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

H.31 DOE-H-1069 TRANSITION TO FOLLOW-ON CONTRACT (JULY 2009)

The Contractor recognizes that the work and services covered by this Contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this Contract in accordance with PWS Section C.7.0. It is therefore understood and further agreed in recognition of the above:

(a) At the expiration of the Contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing its employees to interview for possible employment. For those employees who accept employment with the successor contractor, such employees shall be released in coordinated manner with the successor contractor. The Contractor shall cooperate with the successor contractor and Government with regard to the termination or transfer arrangements for such employees to ensure maximum protection of employee service credits and fringe benefits.

(b) This clause shall apply to subcontracts as approved by the Contracting Officer.

H.32 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT RESPONSIBILITIES FOR CONTRACT TRANSITION PERIOD

Upon the effective date of this contract, the Contractor shall accept transfer of and accountability for Government-owned property and equipment from the following contracts:

- Idaho Clean-Up Project (ICP) Contract # DOE-AC07-05ID14516, CH2M♦WG Idaho LLC (CWI DOE Contract)
- Elite Services Task Order # GS-07F-0452X/ DE-DT0004475, California Security Services, LLC (Elite DOE Task Order)

The real and personal property currently accountable to the incumbent contractors will be provided to the Contractor, as identified in Exhibit C-27, for contract performance. During the contract transition period, an inventory record of such property in the DOE Facilities Information Management System (FIMS) and incumbent contractors' personal property databases will be provided to the Contractor. Specifically, the following property acceptance requirements must be implemented:

(a) The Contractor must perform a joint wall-to-wall physical inventory with the incumbent contractor(s) of all accountable high-risk and sensitive property during the transition period and accept full accountability for the high-risk and sensitive property at the end of transition. This requirement includes government property in the possession or control of subcontractors.

(b) The Contractor must accept, at the end of transition, transfer of accountability for the remaining government-owned real and personal property and equipment, including special nuclear material, not covered under paragraph (a), based on existing inventory records, on an "as-is, where-is" basis, or perform a wall-to-wall inventory within the transition period of the Contract. Any discrepancies from the existing inventory records shall be reported to the CO within 30 days after the Contract Effective Date, in accordance with Section B.8, *Material Differences*. As the formal inventories are completed, the Contractor shall assume responsibility and liability for subsequent losses and damages. If the physical inventory is not accomplished within the allotted time frame, the previous contractor's records will become the inventory baseline.

H.33 CHANGE ORDER ACCOUNTING

(a) The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds $100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

(b) If the Contractor separately identifies costs in its invoices that pertain to the changed work, the Contractor may invoice costs for both changed work and other work in the same invoice.

(c) If the Contractor fails to provide an adequate, auditable definitization proposal within 120 days of the Contracting Officer's request for such proposal, the Government may consider some or all of the associated proposal costs to be unallowable.

(d) If the Contractor fails to comply fully with the requirements of this clause, the Government may reflect the Contractor's failure in its—

(1) Determination of otherwise earned fee under the Contract; and/or

(2) Past performance evaluation of the Contractor's performance.

H.34 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)

(a) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.

(b) The restrictions set out in paragraph (a) above, however, do not apply to –

(1) Information which, at the time of receipt by the Contractor, is in the public domain;

(2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;

(3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;

(4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or

(5) Information which is subject to release under applicable law.

(c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly

concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.

(d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.

(e) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.

(f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.35 DOE CONTRACT ADMINISTRATION AND OVERSIGHT

The Contractor shall expect routine surveillance and observation of work performed to the contract requirements by DOE personnel and shall correct violations of laws, regulations, permits, Worker Safety & Health Program, upon discovery, within one working day. The Contractor shall correct all other deficiencies within five working days.

Suggestions for the improvement of contractually mandated work shall be enacted upon mutual agreement between the Contractor and the Contracting Officer or Contracting Officer's Representative. The Contractor shall provide logistical support to facilitate conducting oversight activities on an as-needed basis, at the discretion of the Contracting Officer's Representative.

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 Section I clause entitled *DEAR 952.242-70 Technical Direction.* Other individuals, to be identified by the CO, may be delegated with administrative COR authority.

The Contractor shall respond to DOE oversight and to concerns, findings and observations as identified by the Contracting Officer or Contracting Officer's Representative during the conduct of these oversight activities. The five fundamental areas of oversight that may be conducted during the course of the execution of this Contract are as follows:

1. Project Management Oversight: This includes daily field inspections and the weekly and monthly assessment of project status, which will be used to determine and validate project performance and invoices submitted by the Contractor.

2. Contract Management Oversight: Administration and monitoring of the prime Contract will be performed by the Contracting Officer's Representative or their designee. All information and documentation relinquished by the Contractor will be retained by the Contracting Officer's Representative for the Contract file. 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, as applicable.

~~3. Integrated Safety Management/Operations Oversight: The Contractor shall provide documentation and participate in meetings to allow DOE to monitor the Contractor's compliance with DOE P 450.4A, "Integrated Safety Management Policy."~~ Mod 56

~~4.~~3. Daily Oversight: DOE may utilize the Facility Director, Project Managers and Subject Matter Experts, in addition to the Contracting Officer's Representative, to conduct daily oversight for the duration of this Contract. The purpose of this oversight will be to assess compliance with the terms and conditions of the Contract. In addition to this oversight, the Contractor shall support:

   a. Senior Management Walkthroughs, conducted in areas or locations where work is ongoing;
   b. Periodic Walkthroughs by regulators, DOE-HQ personnel, and/or other stakeholders
   c. Employee concerns elevated to DOE for evaluation; and
   d. Unannounced inspections and visits by regulatory personnel

~~5.~~4. Assessments and Reviews: DOE or other regulatory agencies may conduct assessments of the Contractor's performance. DOE may also conduct in-depth programmatic reviews of Contractor activities. The subject areas of such reviews may include, but are not limited to safety and health, quality assurance, project management, financial systems, and environmental compliance. Advance notice of these performance assessments and reviews will be given to the Contractor fourteen (14) calendar days in advance of the assessment or review when possible.

H.36 EMCBC-H-1010 SECURITY

(a) Responsibility: It is the contractor's duty to safeguard all classified information, special nuclear material, any information designated as sensitive and not subject to disclosure that may be provided either for Contract proposal preparation or

performance, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding and protecting against sabotage, espionage, loss and theft, classified information, sensitive information, and special nuclear material in the contractor's possession in connection with the performance of work under this contract. Special nuclear material will not be retained after the completion or termination of the contract.

(b) Definition of Special Nuclear Material (SNM). SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(c) Subcontracts and purchase orders. Except as otherwise authorized in writing by the CO, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

H.37 NOTICE OF CIVIL PENALTIES FOR VIOLATION OF SECURITY OF DOE CLASSIFIED OR SENSITIVE INFORMATION OR DATA

The contractor shall comply with 42 U.S.C.A. 2282b relating to the safeguarding and security of restricted data. 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.38 EMERGENCY CLAUSE

(a) The DOE-ID Manager or designee shall have sole discretion to determine when an emergency situation exists at the site. In the event that either the DOE-ID Manager or designee determines such an emergency exists, the applicable DOE-ID Manager or designee will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. The applicable DOE-ID Manager or designee may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.

(b) The Contractor shall include this Clause in all subcontracts at any tier for work performed at the site.

H.39 PERSONNEL SECURITY CLEARANCES

(a) The Contractor is required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability. The Contractor shall provide certification to the Contracting Officer that an investigative screening has been completed prior to employment. The certification shall include verification of identity, previous employment and education, and the results of credit and law enforcement checks.

(b) Personnel assigned by the Contractor to work at the DOE site will be required to obtain a security clearance. The levels of clearance are as follows:

Clearance level
Q – sensitive
Q – non-sensitive
L – confidential/secret

Under this Contract, Contractor personnel shall be required to have an "L" clearance level at a minimum. The Contractor shall seek opportunities to reduce the levels of clearance required for personnel based upon the site conditions.

(c) This requirement may be waived by the Contracting Officer for personnel not involved with classified information while clearances are being processed, or for personnel associated with the program for short periods of time, such as consultants.

(d) The Contractor shall retrieve and dispose of badges for employees: 1) who are no longer working on the Contract; 2) who no longer require access; 3) when their badge expires; or 4) when the Contract expires or is terminated.

H.40 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

The Representations, Certifications, and Other Statements of the Contractor, dated April 27, 2015, made in response to Solicitation No. DE-SOL-0007515 are hereby incorporated into this Contract by reference.

H.41 COOPERATION WITH OTHER SITE CONTRACTORS

(a) In the performance of this Contract, the Contractor agrees to cooperate in a timely manner with other DOE prime contractors, including but not limited to: the INL contractor, the ICP Core contractor, the Calcine Disposition and Spent Fuel Repacking A&E contractor, the Construction/D&D contractor, and other entities. Cooperation includes, but is not limited to, the following types of activities: working together to resolve interface and work performance issues; establishing working groups; participating in meetings; providing access to applicable technical and contract information and data such as schedule and milestone data; discussing

technical matters related to the Idaho site; providing access to Contractor facilities or areas; and allowing observation of technical activities by appropriate personnel.

(b) IF DOE awards other contracts or establishes agreements with additional entities whose work affects the Contract, all terms and conditions of this clause apply to the Contractor's relationship with such entities.

(c) The Contractor is not authorized to direct any other DOE prime contractor or other entities, except as specified elsewhere in this contract or directed by the CO.

(d) The Contractor shall not commit or permit any act which will interfere with the performance of work by any other DOE contractor or by Government employees without prior approval of the CO. Should the contractor need to interfere with the performance of work by any other DOE contractor or by Government employees, the contractor shall provide written notice to DOE. If DOE determines that the Contractor's activities may interfere with another DOE contractor, the CO shall provide instructions.

H.42 ACCESS TO DOE-OWNED OR LEASED FACILITIES

(a) The performance of this Contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive badges that allow such physical access. The Contractor further understands that it must propose employees whose backgrounds offer the best prospect of obtaining approval for access, considering the following potentially disqualifying criteria, which are not all inclusive and may vary depending on access requirements:

(1) Is or is suspected of being, a terrorist;

(2) Is the subject of an outstanding warrant;

(3) Has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;

(4) Has presented false or forged identity source documents;

(5) Has been barred from Federal employment;

(6) Is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or

(7) Is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE, including use of any forms directed by DOE; (ii) that employees properly complete said forms; and (iii) that the employees submit the forms to the person designated by the Contracting Officer.

(2) In completing the process for gaining physical access, that its employees (i) cooperate with DOE officials responsible for granting access to DOE–owned or leased facilities; and (ii) provide any additional information as DOE may request.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective until such time as DOE determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify a substitute employee and initiate the process for gaining access for the substitute. DOE's denial of a security badge to individual employees shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which one or more subcontractor employees will require physical access to DOE–owned or leased facilities.

H.43 CONTRACT PARTICIPATION BY FOREIGN NATIONALS

(a) The Contractor shall notify the Contracting Officer, in writing, prior to the employment of or participation by any foreign national in the performance of work under the Contract.

(b) The Contractor shall notify the Contracting Officer, in writing, prior to any visit to sites covered by this Contract by any foreign national in connection with the work being performed under this Contract. This notification shall be made at least 75 days prior to the planned visit.

H.44 DESIGNATION AND CONSENT OF MAJOR SUBCONTRACTORS

(a) The following subcontracts have been determined to be major subcontracts:

Wastren Advantage, Inc. (WAI)
~~Security Walls, LLC~~ Protection Strategies Incorporated (PSI)

(b) The term "major subcontractor" as used in Section L is defined as any proposed subcontractor that is anticipated to perform work with an estimated value of $5 million or more over the contract period (including the option year).

(c) Any major subcontracts shall include provisions that hold the subcontractor directly accountable for performance and delivery of quality products on time and shall also include incentives and disincentives for performance.

H.45 PARTNERING

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

H.46 INFORMATION

(a) Management of Information Resources. The Contractor shall design and implement Information Resources Management (IRM) capabilities as required to execute this Contract in accordance with the Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources.

(b) Release of Information. The Contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements.

(c) Unclassified Controlled Nuclear Information (UCNI). Documents originated by the Contractor or furnished by the Government to the Contractor, in connection with this Contract, may contain Unclassified Controlled Nuclear Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives and Section I Clauses entitled, DEAR 952.204-2, *Security Requirements* and DEAR 952.204-70, *Classification/Declassification*.

H.47 CYBER SECURITY PROGRAM

In accordance with DOE O 205.1B Department of Energy Cyber Security Management Program, regardless of the performer of the work, the Contractor is responsible for compliance with the provisions and requirements, flowing down applicable Contractor Requirements Document (CRD) requirements to subcontractors at any tier, and to ensure compliance with DOE O 205.1B.

H.48 ALLOCATION OF RESPONSIBILITY AND LIABILITY FOR CONTRACTOR AND U.S. DEPARTMENT OF ENERGY (DOE) ENVIRONMENTAL COMPLIANCE ACTIVITIES

(a) In this Clause:

(1) “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; and

(2) “Party” means either the Contractor or DOE.

(b) Responsibility and liability for fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation regardless of which party:

(1) The cognizant regulatory authority fines or penalizes;

(2) Signs permit applications (including situations where DOE signs defective or non-conforming permit applications or other environmental submittals prepared by or under the direction of the Contractor), manifests, reports, or other required documents;

(3) Is a permittee; or

(4) Is the named subject of an enforcement action or assessment of a fine or penalty.

(c) Consequently, if the Contractor causes a violation:

(1) All fines and penalties arising from or related to violations of environmental requirements are unallowable costs. If DOE pays a fine or penalty for a violation that the Contractor caused, the amount of the fine or penalty shall be due from the Contractor, and DOE may immediately offset that amount against payments to which the Contractor is otherwise entitled for allowable costs, or any other funds otherwise owed by the Government to the Contractor; and

(2) Costs of challenging or defending actions brought against the Contractor for violations of environmental requirements are to be borne by the Contractor.

H.49 EMPLOYEE CONCERNS PROGRAM

The Contractor shall submit an implementation plan to the Contracting Officer for approval within 90 days of issuance of the Notice to Proceed that describes an Employee Concerns Program (ECP) that implements all programmatic requirements in DOE Order 442.1A Department of Energy Employee Concerns Program, and all superseding versions.

H.50 ENVIRONMENTAL JUSTICE

The Contractor will embrace the principles of Environmental Justice by complying with all applicable environmental regulations and by focusing on non-discrimination in its programs that affect human health and the environment. The Contractor will comply with Executive Order 12898 on Environmental Justice.

H.51 RESERVED

H.52 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 material purchased with funds made available under this award should be American-made.

H.53 PAPERLESS DIRECTIVE PROCESSING SYSTEM

(a) The Contractor, in addition to complying with applicable laws, rules, and other regulations, shall comply with those DOE orders and other directives applicable to Contractors, with the applicable departmental policies, plans, programs, and management directives, and with all changes to assigned work as agreed to by the Contractor and the Contracting Officer or designee.

(b) DOE has developed a list of applicable DOE Directives, and is appended to the Contract as Section J, Attachment J-1. The Contractor shall comply with the directives identified in such list. The Contractor shall make no claim, including a claim for equitable adjustment under the Changes clauses of this Contract, for additional costs, fee or extension of time of performance relating to compliance with the directives in such list.

(c) The List of Applicable DOE Directives to the Contract will be revised and issued, by the DOE Contracting Officer, as a Contract modification, as necessary. The Contracting Officer may direct the Contractor to comply with additional DOE Directives and local directives and revisions thereto, as follows:

1) Pursuant to and in accordance with the Changes clause of the Contract with respect to changes in directives within the general scope of this Contract.

2) Pursuant to any Environment, Safety, and Health provisions of this Contract, and in accordance with the Changes clause of this Contract with respect to changes in directives involving safety, environment, health, and quality.

(d) At least once a month, the Contractor will extract directives from the DOE Paperless Directive System utilizing the Internet as notification of their availability by DOE electronic prompting. Copies of DOE directives may be obtained without charge from the Contracting Officer or by citing the number of this Contract in a written request sent to the following address:

U.S. DOE
Distribution Section
1000 Independence Ave S.W.

Washington, DC 20585
James V. Forrestal Building

(e) The Contracting Officer and his/her representative(s) expressly authorized in writing to do so are the only Government officials authorized to provide explanations as to the applicability of directives. The Contracting Officer is the only Government Official authorized to resolve possible conflicting requirements involving directives.

(f) Upon receipt of a new or revised directive, the Contractor shall review it for consistency with the other terms of this Contract and for impacts on funding, manpower and other provisions of the Contract. If the Contractor considers the directive to be consistent with the other terms of this Contract and it can be implemented within existing funds, manpower, and other provisions of the Contract and the implementation will not have a negative impact on the cost, schedule, or other obligations of the Contractor, the Contractor shall establish an implementation schedule, and so advise the Contracting Officer within 30 calendar days of receipt. In the event the Contractor considers the directive to be inconsistent with the other terms of this Contract or the requirements of the directive cannot be implemented within existing funding, manpower, and other provisions of the Contract, the Contractor shall so advise the Contracting Officer within 30 calendar days of receipt. Such notice shall include the basis for the claimed inconsistency and the projected cost of implementation in excess of current funding, manpower, and other provisions of the Contract. After evaluation of the Contractor's position, the Contracting Officer shall issue direction to the Contractor, pursuant to the applicable Changes clause in this Contract, concerning appropriate implementation of the directive.

(g) The Contractor will, at least quarterly, notify DOE of those directives obtained from the DOE Paperless Directive System as described in (d) above. The Contractor cognizant personnel will review these directives and recommend for concurrence disposition of the directives to DOE.

(h) Upon agreement between the Contractor and DOE, the directive will be implemented as outlined in a Contractor Management Summary or Implementation Plan, whichever is appropriate, and the directive added to Attachment J-1, NRC Licensed Facilities List of Applicable DOE Directives (List B), of the Contract and issued by the Contracting Officer. The same process will be utilized for deletion of directives.

(i) The Contractor shall incorporate the substance of this clause with respect to applicable directives, excluding any reference to the Changes clause, in subcontracts for performance of work at the site and as directed by the Contracting Officer.

H.54 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION

(a) Definitions. As used in this clause—

Acceptable property management system means a property system that complies with the system criteria in paragraph (c) of this clause.

Property management system means the Contractor's system or systems for managing and controlling Government property.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

(b) *General.* The Contractor shall establish and maintain an acceptable property management system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its property management system meets the system criteria in paragraph (c) of this clause within 60 days of NTP. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

(c) S*ystem criteria.* The Contractor's property management system shall be in accordance with paragraph (f) of the contract clause at 48 CFR 52.245-1.

(d) *Significant deficiencies.*

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor’s lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

i. Remaining significant deficiencies;
ii. The adequacy of any proposed or completed corrective action; and

iii. System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(e) *Withholding payments.* If the Contracting Officer makes a final determination to disapprove the Contractor's property management system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

H.55 PROTECTION OF GOVERNMENT PROPERTY - MANAGEMENT OF HIGH-RISK PROPERTY AND CLASSIFIED MATERIALS

The Contractor shall take all reasonable precautions, and such other actions as may be directed by the Contracting Officer, or in the absence of such direction, in accordance with voluntary consensus standards and/or industry leading practices, to safeguard and protect government property in the Contractor's possession or custody. In addition, the Contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management regulations (41 CFR chapter 101), the Department of Energy Property Management Regulations (41 CFR chapter 109), and other applicable regulations.

High-risk property is property, which the loss, destruction, damage to, or the unintended or premature transfer of high-risk property items could pose risks to the public, the environment, national security or nuclear non-proliferation objectives of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, and chemically or radioactively contaminated, hazardous, and specially designed or prepared property, including property on the militarily critical technologies list.

High risk personal property is property that, because of its potential impact on public health and safety, the environment, national security interests, or proliferation concerns, must be controlled, and disposed of in other than the routine manner. The categories of high risk property are automatic data processing equipment, especially designed or prepared property, export controlled information, export controlled property, hazardous property, nuclear weapon components or weapon-like components, proliferation sensitive property, radioactive property, special nuclear material, and unclassified controlled nuclear information.

H.56 GOVERNMENT-FURNISHED SERVICES AND ITEMS (GFSI)

(a) DOE and the contractor recognize that implementation of the PWS 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 NTP and by September 1 prior to each fiscal year end, the contractor shall provide the CO a projection of its needed GFSI for the upcoming fiscal year in the format of Table H-1. The contractor shall also provide quarterly updates to this projection, if changes occur, to the CO. Amendments to the projection, if any, shall be provided to the CO 45 days in advance of the GFSI need date.

(c) DOE will review each contractor submittal of GFSI needs and, within 15 calendar days, notify the contractor whether it will provide the requested GFSI. If DOE will not provide the GFSI as requested by the contractor, DOE will identify when it will provide the requested GFSI within 30 days of the request. If DOE cannot provide the request for GFSI, the Contractor may be entitled to pursue remedies in the manner and subject to the limitations set out in subparagraphs (d) and (i) of the FAR 52.245-1 "Government Property, Alternate I."

(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. The listing of Government furnished property for this contract can be found in Exhibit C-27, *Government Property – List of Government Furnished Property (GFP) at FSV*.

Table H-1: Detailed Description of Government Furnished Services and Items

GFS&I Scope	Contractor Requirements	DOE Role
Implementing the Contract requires the Contractor to utilize Government controlled data systems.	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)

GFS&I Scope	Contractor Requirements	DOE Role
		d) Nuclear Material Management and Safeguards Systems Software e) Project Assessment and Reporting system (PARS-II)
Records (regardless of format) acquired from a predecessor contractor for the performance of work under this contract are being provided as Government-furnished items and shall be maintained and dispositioned in accordance with the requirements within this contract.	The contractor shall maintain, safeguard, and disposition records and information content acquired from a predecessor contractor in accordance with applicable Federal laws, regulations, and DOE directives, as described in Section C.6.6.2.	DOE shall review and inspect the Government records and information content before releasing it to the successor contractor.

H.57 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.58 POSITION QUALIFICATIONS

For all Time-and-Materials (T&M) task orders issued, the Contractor shall provide personnel for the performance of this contract, whether employees of the Contractor or employees of a subcontractor, which satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Position Qualifications" at the fully-burdened fixed labor rates, specified in Section J, Attachment 9, except as the Contracting Officer may otherwise authorize.

H.59 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)

Within **10** calendar days after the effective date of the contract, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72, Organizational Conflicts of Interest. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

(a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the contract.

(b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.

(c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.

(d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.

(e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.

(f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.

(g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.

(h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

H.60 DOE-H-2044 MATERIAL SAFETY DATA SHEET AVAILABILITY (OCT 2014)

In implementation of the clause at FAR 52.223-3, Hazardous Material Identification and Material Safety Data, the Contractor shall obtain, review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain

an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

H.61 DOE-H-2046 DIVERSITY PROGRAM

(a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance (base and option periods) shall be submitted to the Contracting Officer for approval within 30 calendar days after the effective date of the contract (see Section J, Attachment J-2). Once the diversity plan is approved by the Contracting Officer, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the Contracting Officer.

(b) The diversity plan shall address, at a minimum, the Contractor's approach to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include: (1) a statement of the Contractor's policies and practices; and (2) planned initiatives and activities which demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse work force. The diversity plan shall also address, as a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's work force; (2) educational outreach, including a mentor-protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.

(c) An annual diversity report shall be submitted pursuant to Section J, Attachment J-2. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the Contracting Officer's approval.

H.62 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014)

(a) Designated Federal holidays. Federal employees observe the following Federal holidays:

(1) New Year's Day
(2) Birthday of Martin Luther King, Jr.
(3) Washington's Birthday
(4) Memorial Day
(5) Independence Day
(6) Labor Day
(7) Columbus Day
(8) Veterans Day
(9) Thanksgiving Day
(10) Christmas Day

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

(b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.

(c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.

(d) The Contractor shall provide the services required by the contract at Federally-owned or –controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor's employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.

(e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.

(f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above.

H.63 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (OCT 2014)

(a) Pursuant to the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its

personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.

(b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

Directive No.	**Date**	**Directive Title / Contract Requirements Document**
DOE O 206.2	2/19/2013	Identity, Credential, and Access Management (ICAM)

H.64 DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)

The Contractor shall comply with the following:

(a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).

(b) display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor’s cognizance.

(d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.

(e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(g) Ensure that all their employees understand that they must –

(1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;

(2) Not impede or hinder another employee's cooperation with the OIG; and

(3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

(h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

H.65 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)

(a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-1 or identified elsewhere in the contract.

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

(c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.

(d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at FAR 52.243-1 Changes – Fixed Price (Aug 1987) – Alt I (Apr 1984).

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

H.66 TASK ORDER CONTRACT TYPE

Under CLINs 00006 and 00007 of this contract, DOE may issue Firm-Fixed-Price (FFP) and Time-and-Materials (T&M) task orders. None of the task orders issued shall exceed three years in duration. All T&M task orders issued will stipulate a ceiling value for direct productive labor hours (DPLH), fully-burdened labor costs, travel and other direct costs, and total task order price.

H.67 ORDERING PROCEDURES

Performance under the IDIQ CLINs (00006 and 00007) shall be subject to the following ordering procedure:

(a) The Contractor shall incur costs under these CLINs only in the performance of task orders and revisions to task orders issued in accordance with this ordering procedure. No payment will be made for other work performed without the express written consent of the Contracting Officer identified in Section G.04, Contract Administration, or his/her designee.

(b) From time to time during the period of performance of this contract, task orders will be issued in writing by the Contracting Officer or his/her designee to the Contractor designating:
   (1) A description of the specified work and deliverables required (Deliverables may consist of statements, charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation as appropriate);
   (2) The task order type (i.e., Firm-Fixed-Price or Time-and-Materials);
   (3) The anticipated performance period;
   (4) Authorized travel;
   (5) Any Government-furnished property.
   (6) Information required to be submitted by the Contractor and a reasonable response time
   (7) Any other pertinent information

(c) Task orders will be issued on forms specified and provided by the Government. Task orders will be numbered. All task order modifications will be issued in writing on a Standard Form 30 and will be numbered sequentially.

(d) The Contractor shall provide, within the time specified in the Request for Task Proposal (RTP) issued by the Contracting Officer or his/her designee, a Contractor Task Proposal. The Task Proposal is the Contractor's overall price for the completion of the task order.

(e) The Contractor’s Task Proposal for Firm-Fixed-Price (FFP) task orders shall include:

(1) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government. The Contractor may submit a schedule of milestones for which it may be reimbursed by the Government after the successful completion of each milestone pursuant to Alternate I of FAR Clause 52.232-16, Progress Payments.

(2) A total firm-fixed-price for the completion of the work described in the Performance Work Statement (PWS) of the task order by the schedule of performance stipulated by the Government. The firm-fixed-price proposed by the Contractor shall incorporate all anticipated costs including fully-burdened labor, travel, and other direct costs.

(f) The Contractor’s Task Proposal for Time-and-Materials (T&M) task orders shall include:

(1) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government.

(2) Direct Productive Labor Hours (DPLH), on a monthly basis by applicable labor category, and the total labor hours, including those in (4) below, estimated to be necessary to complete the task.

(3) The estimate for travel and other direct costs.

(4) An estimate for subcontractors and consultants, including DPLH, if applicable.

(5) Other pertinent information.

(6) The total estimated cost for completion of the task order.

(g) The Contractor's Task Proposal is subject to the review and acceptance of the Contracting Officer or his/her designee. After a T&M task order is issued, if any revision becomes necessary to the estimated amount (more than + or - 10% variance),

or level-of- effort (more than + or - 10% variance), the Contractor shall promptly submit to the Contracting Officer or his/her designee a revised Task Proposal with detailed explanatory notes. Revised Task Proposals submitted by the Contractor are also subject to the review of the Contracting Officer.

(h) The Task Order issued will include, but is not limited to, the following information:

(1) Date of the order;
(2) Contract and Task Order numbers;
(3) Performance-Based Statement of Work, including references to applicable specifications;
(4) Task Order Performance Period
(5) Task Order deliverables;
(6) Any property, material, or site support to be made available for performance of the Task Order (GFS/I);
(7) The total dollar value of the Task Order, and appropriate breakout for the specific task order type, if applicable;
(8) Accounting and appropriation data;
(9) The names, addresses, and phone numbers of the applicable CO and COR as well as any other necessary points of contact; and
(10) Any other pertinent information deemed necessary to the performance of the order.

H.68 TASK ORDER ADMINISTRATIVE INFORMATION

(a) Contracting Officers, as anticipated in FAR 52.216-18, Ordering, is the Contracting Officer from the Idaho Operations Office identified in Section G.4.

(b) The CO is responsible for all task order activities including requesting task proposals/task plans and awarding, funding, administering, and evaluating contractor performance for all task orders issued. For tracking purposes, the CO will issue task order numbers to each individual task order awarded under this contract.

(c) The CO will provide copies of task orders and task order modifications to the Contracting Officer for the contract. Copies of performance evaluations on completed task orders, or task orders that are in process, will also be provided to the Contracting Officer. The Contracting Officer will provide copies of the contract and contract modifications to the CO, upon request.

H.69 REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES (APPLIES TO TIME-AND-MATERIALS TASK ORDERS)

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, travellers 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, audio visual 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. This clause only applies to Cost Reimbursable CLINs.

H.70 DOE-H-200x EMPLOYEE COMPENSATION: PAY AND BENEFTIS

Mod 7

See below.