

|   |  |   |  |                        |                                     |
|---|--|---|--|------------------------|-------------------------------------|
| <b>SOLICITATION, OFFER AND AWARD</b>  |  | 1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700. | RATING   | PAGE OF PAGES<br>1   3 |                                     |
| 2. CONTRACT NUMBER<br><b>89303324DEM000100</b>  |  | 3. SOLICITATION NUMBER<br><b>89303322REM000112<br/>0004</b>   | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB) INVITATION FOR BID<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) REQUEST FOR PROPOSAL |                        | 5. DATE ISSUED<br><b>06/29/2023</b> |
| 7. ISSUED BY<br>EM -Environmental Mgmt Con Bus Ctr<br>EMCBC<br>U.S. Department of Energy<br>EM Consolidated Business Center<br>550 Main Street, Room 7-010<br>Cincinnati OH 45202 |  | 8. ADDRESS OFFER TO (If other than Item 7)  |  |                        |                                     |

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (Hour) local time \_\_\_\_\_ (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

|                                  |                                    |                                 |                           |      |                                    |
|----------------------------------|------------------------------------|---------------------------------|---------------------------|------|------------------------------------|
| <b>10. FOR INFORMATION CALL:</b> | A. NAME<br><b>Clare M. Rexroad</b> | B. TELEPHONE (NO COLLECT CALLS) |                           |      | C. E-MAIL ADDRESS                  |
|                                  |                                    | AREA CODE<br><b>513</b>         | NUMBER<br><b>246-0468</b> | EXT. | <b>clare.rexroad@emcbc.doe.gov</b> |

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| <input type="checkbox"/> | B    | SUPPLIES OR SERVICES AND PRICES/COSTS     |         | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS |      |  |         |
| <input type="checkbox"/> | C    | DESCRIPTION/SPECIFICATIONS/WORK STATEMENT |         | <input type="checkbox"/>                                     | J    | LIST OF ATTACHMENTS  |         |
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| <input type="checkbox"/> | E    | INSPECTION AND ACCEPTANCE                 |         | <input type="checkbox"/>                                     | K    | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |         |
| <input type="checkbox"/> | F    | DELIVERIES OR PERFORMANCE                 |         | <input type="checkbox"/>                                     | L    | INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS                |         |
| <input type="checkbox"/> | G    | CONTRACT ADMINISTRATION DATA              |         | <input type="checkbox"/>                                     | M    | EVALUATION FACTORS FOR AWARD                                     |         |
| <input type="checkbox"/> | H    | SPECIAL CONTRACT REQUIREMENTS             |         |  |      |  |         |

**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 300 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

|  |                      |                      |                      |                   |
|--|----------------------|----------------------|----------------------|-------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT<br><i>(See Section I, Clause No. 52.232.8)</i> | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%) | CALENDAR DAYS (%) |
|--|----------------------|----------------------|----------------------|-------------------|

|   |                       |  |                |                       |  |                |
|---|-----------------------|--|----------------|-----------------------|--|----------------|
| 14. ACKNOWLEDGEMENT OF AMENDMENTS<br><i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i> | AMENDMENT NO.         |  | DATE           | AMENDMENT NO.         |  | DATE           |
|   | <b>Amendment 0001</b> |  | <b>6/9/23</b>  | <b>Amendment 0003</b> |  | <b>6/29/23</b> |
|   | <b>Amendment 0002</b> |  | <b>6/15/23</b> | <b>Amendment 0004</b> |  | <b>3/27/24</b> |

|  |                      |          |   |
|--|----------------------|----------|---|
| 15A. NAME AND ADDRESS OF OFFEROR                               | CODE<br><b>9A7B4</b> | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER<br><i>(Type or print)</i><br><b>Mark Gragg, General Manager</b> |
| A2RGC, LLC<br>663 Emory Valley Rd.<br>Oak Ridge, TN 37830-7762 |                      |          |   |

|                         |                                  |   |  |
|-------------------------|----------------------------------|---|--|
| 15B. TELEPHONE NUMBER   | 15C. CHECK IF REMITTANCE ADDRESS | 17. SIGNATURE   | 18. OFFER DATE   |
| AREA CODE<br><b>214</b> | NUMBER<br><b>392-1357</b>        | EXTENSION   | <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. |
|                         |                                  |  | <b>07/03/2023</b>  |

**AWARD (To be completed by government)**

|  |            |   |      |
|--|------------|---|------|
| 19. ACCEPTED AS TO ITEMS NUMBERED  | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION  |      |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION UNDER THE UNITED STATES CODE AT:<br><input type="checkbox"/> 10 U.S.C. 3204 (a) ( ) <input type="checkbox"/> 41 U.S.C. 3304 (a) ( ) |            | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN<br><i>(4 copies unless otherwise specified)</i> | ITEM |
| 24. ADMINISTERED BY (If other than Item 7)   |            | 25. PAYMENT WILL BE MADE BY   | CODE |
| 26. NAME OF CONTRACTING OFFICER (Type or print)<br><b>Clare M. Rexroad</b>   |            | 27. UNITED STATES OF AMERICA<br><br><i>(Signature of Contracting Officer)</i>           |      |
|  |            | 28. AWARD DATE  |      |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I – THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

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**B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014)**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS) under this Contract and resulting Task Orders.

The Contractor shall provide the requested services, within the minimum and maximum quantities as specified in Section B.3 below, on a schedule to be specified by the Government in accordance with the Section H Contract clause entitled, *Ordering Under a Multiple Award Contract*.

**B.2 Type of Contract**

This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) Contract under which Cost-Reimbursement (CR) and/or Fixed-Price (FP) Task Orders may be issued. CR Task Orders can include, but are not limited to, Cost-Plus-Incentive-Fee (CPIF) and Cost-Plus-Award-Fee (CPAF) Task Orders. FP Task Orders can include, but are not limited to, Firm-Fixed-Price (FFP) Task Orders. The preference is CPIF, CPAF, and FFP Task Orders. Task Orders issued under this Contract will define objective performance criteria for completion of contract objectives, as applicable.

**Table B-1. Master IDIQ Contract Line Item Number (CLIN) Structure**

| CLIN  | CLIN Title                               | Maximum Value of Services | Contract Ordering Period                         |
|-------|--|---------------------------|--|
| 00001 | Base Small Business Nationwide DD&R IDIQ | \$2,000,000,000           | 10 years from the effective date of the contract |

Each Task Order will include a cost or price based on the Contractor’s proposal for the Task Order (see Section H, *Ordering Under a Multiple Award Contract*) and the requisite clauses depending on the Task Order type (including but not limited to the following clauses (a) through (e)). Fill-ins will be completed at the Task Order level.

(a) DOE-B-2002 Cost-Plus-Award-Fee Task Order: Total Estimated Cost and Award Fee (Oct 2014) (Revised)

- (1) This is a Cost-Plus-Award-Fee type of Task Order. The total estimated cost and award fee are as follows:

Total Estimated Cost: [insert total estimated cost]

Award fee: [insert available award fee]

- (2) The Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Task Order Contract Line Items, is as follows:

[insert, if any, line item nos. and associated amounts for cost and fee]

(3) Payment of fee will be made in accordance with [insert instructions for fee payment or title of applicable contract clause addressing payment].

(b) DOE-B-2003 Cost-Plus-Incentive-Fee Task Order: Total Estimated Cost and Incentive Fee (Oct 2014) (Revised)

(1) This is a Cost-Plus-Incentive-Fee type Task Order. In accordance with the clause at FAR 52.216-10, *Incentive Fee*, the target cost, target fee, maximum and minimum fees, and the target fee increase and decrease ratios for this Task Order are:

Target Cost: [insert target cost]

Target Fee: [insert target fee]

Maximum Fee: 15%

Minimum Fee: 0%

As specified at Section I clause FAR 52.216-10, *Incentive Fee*, paragraph (e)(1): the fee payable under this contract shall be the target fee increased by **thirty (30) cents** for every dollar the total allowable cost is less than the target cost or decreased by **thirty (30) cents** for every dollar the total allowable cost exceeds the target cost. In no event shall the fee be greater than **fifteen (15) percent** or less than **zero percent** of the target cost.

(2) The target cost, target fee, minimum and maximum fee, and target fee increase/decrease ratios are applicable to the following Task Order Contract Line Items:

[insert, if any, line item nos. and associated amounts for cost, fee, and fee increase/decrease ratio]

(3) Payment of fee shall be made in accordance with the clause 52.216-10, *Incentive Fee* and the clause in the Task Order entitled [insert applicable clause addressing fee payment in addition to FAR clause].

(c) DOE-B-2004 Cost Task Order - No Fee: Total Estimated Cost (Oct 2014) (Revised)

(1) This is a Cost Task Order with no fee. In accordance with the clause at FAR 52.216-11, *Cost Contract-No Fee*, the total estimated cost for this Task Order is:

Total Estimated Cost: [insert total estimated cost]

(2) The Total Estimated Cost of the Task Order, and/or the Total Estimated Cost of the Task Order Contract Line Items, is as follows:

[insert, if any, line item nos. and associated amounts for cost]

(d) DOE-B-2006 Firm-Fixed-Price Task Order (Oct 2014) (Revised)

- (1) This is a Firm-Fixed-Price Task Order. The Contractor shall provide the following services at the following firm-fixed unit prices:

[Insert Listing of Firm-Fixed-Price for the supplies or services]

- (2) Payments of the Task Order's Firm-Fixed-Price will be made in accordance with [insert instructions for payment or title of applicable Task Order clause addressing payment].

### **B.3 Contract Minimum and Maximum Value of Services**

1. The guaranteed minimum value of services to be ordered as required by Section I, FAR 52.216-19, *Ordering Limitations*, is **\$10,000**.
2. The maximum value of services to be ordered as required by Section I, FAR 52.216-19, *Ordering Limitations*, is **\$2,000,000,000**.
3. All Task Orders issued under this Contract count toward the maximum value of **\$2,000,000,000** and the total cumulative value of the Task Orders issued shall not exceed the contract maximum value.

### **B.4 DOE-B-2013 Obligation of Funds (Oct 2014) (Applies to CR Task Orders only)**

- (a) Pursuant to the Clause of this Contract at FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

To Be Determined on a Task Order basis.

### **B.5 DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised)**

1. Task Order fee/profit ceilings will adhere to the following criteria.
  - (1) *CPIF Task Orders*. The maximum fee amount shall not exceed 15 percent of the target cost, and shall serve as the maximum fee ceiling. The target fee ceiling amount that can be proposed is [Offeror Fill-In; not to exceed 10% of the target cost] percent of the target cost.
  - (2) *CPAF Task Orders*. The award fee ceiling amount that can be proposed is [Offeror Fill-In; not to exceed 8% of the estimated cost] percent of the estimated cost. There is no base fee available under CPAF task orders.
  - (3) *Hybrid Task Orders*. Task orders comprising multiple CLIN types shall apply the fee/profit ceiling(s) at the CLIN level.
  - (4) *Firm Fixed Price Task Orders*. The profit ceiling amount that can be proposed, as specified as a percentage of the proposed cost, is [Offeror Fill-In] percent.

2. The fee (target, award, or fixed)/profit amount for each Task Order shall be proposed and based on risk and complexity. The Contractor may propose a fee/profit amount it determines appropriate as long as the proposed amount adheres to the criteria above.
3. The ceiling percentage(s) shall at no time exceed any statutory limitations imposed by 10 United States Code (U.S.C.) 2306(d), 41 U.S.C. 3905, and FAR 15.404-4(c)(4)(i).

**B.6 Funding Profile**

The planned funding profile per the Government Fiscal Year (FY) is shown below. Funding is subject to Congressional and Departmental funding authorization.

| Government Fiscal Year   | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 – 2038** |
|--|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|------------------|
| \$ Amount*   | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     | TBD     | TBD              |
| *The dollar amounts are represented in (\$M). The provided funding profile represents the Government’s estimate of future funding. This assumed funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE. The provided funding profile covers estimated costs and fee and/or prices to be identified in Section B of the Task Orders, inclusive of funding of pension and benefit programs described in Section C.<br>** This funding may be available if Task Orders are issued that extend beyond the 10-year ordering period. |         |         |         |         |         |         |         |         |         |         |                  |

**B.7 Allowability of Subcontractor Fee (Applies to CR Task Orders only)**

- (a) If the Contractor has formed and performs the Contract as a teaming arrangement, as defined in FAR 9.601(1) and (2), *Contractor Team Arrangement*, the team shall share in the total fee for underlying Task Orders. Separate, additional, subcontractor fee is not an allowable cost under Task Orders for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, a majority-owned, or an affiliate entity of any team member.
- (b) The subcontractor fee restriction in paragraph (a) above does not apply to members of the Contractor’s team that are: (1) small business(es); (2) Protégé entities as part of an approved Mentor-Protégé relationship identified in the Contractor’s Diversity Plan as per the Section H Clause entitled, DOE-H-2046, *Diversity Program*; (3) subcontractors under a competitively awarded (that is, awarded in a manner that meets all the criteria of full and open competition and results in a reasonable subcontract price) FFP subcontract; or (4) subcontractors providing “commercial products” and/or “commercial services” as defined in FAR 2.101, *Definitions*, if the subcontract price is fair and reasonable.

**B.8 Basis for Changes**

The Contractor is responsible for total performance of Task Orders issued under this Contract, including its specific technical approach and methods to perform the Task Order PWS, including

End States (if applicable). The Contractor is responsible for examining available information, such as drawings and designs, photographs, regulatory documents, and other documents in developing its approach and estimated pricing for individual Task Orders. For all work within the control of the Contractor, the consequences of any adverse Contractor work performance, and the consequences of any regulatory actions in response to adverse Contractor work performance, shall not be a basis for equitable adjustment. As applicable, Task Orders issued under this contract shall clearly identify the risk ownership for both the Government and the Contractor such that Task Order changes are minimized to the extent practicable.

**(Table with risk ownership to be negotiated and included within individual Task Orders, as applicable)**

**B.9 Provisional Payment of Fee (Oct 2013) (Revised) (Applies to CR Task Orders only)**

- (a) Notwithstanding any other term or condition of this Contract and the resulting Task Orders to the contrary, this clause applies to and has precedence over all other terms and conditions of this Contract and the resulting Task Orders that provide for provisional payment of fee.
- (b) The Contractor must notify the CO immediately if it believes any incongruence exists between this clause and any other term or condition of this Contract or the resulting Task Orders that provides for provisional payment of fee. If a term or condition of this Contract or the resulting Task Orders provides for provisional payment of fee but fails to include all of the requirements of this clause, that term or condition will be considered to include the omitted requirements.
- (c) This clause conforms to the FAR and DOE fee policy and constructs. The following definitions and concepts apply.
  - (1) Price means cost plus any fee or profit applicable to the Task Order.
  - (2) The terms profit and fee are synonymous.
  - (3) Incentive means a term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor's performance.
  - (4) Earned fee for an incentive means fee due the Contractor by virtue of its meeting the Task Order's requirements entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the Task Order for earning fee.
  - (5) Available fee for an incentive means the fee the Contractor might earn but has not yet earned.
  - (6) Provisional payment of fee for an incentive means the Government's paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee.

- (7) Provisional payment of fee has no implications for the Government's eventual determination that the Contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee. The Contractor could, for example, receive 100% of possible provisional fee payments yet not earn any fee (the Contractor would be required to return all of the provisional fee payments). The Contractor could, for example, receive 0% of possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government's determination that the Contractor had earned the associated available fee for the incentive).
- (8) Clause means a term or condition used in this Contract.
- (d) The Task Order's price, incentives included in its price, and all other terms and conditions reflect the Government's and the Contractor's agreement to link, to the maximum extent practical, the Contractor's earning of fee to its achievement of final outcomes rather than interim accomplishments.
- (e) Certain terms and conditions of the Task Order provide for provisional payment of fee for certain incentives. Other terms and conditions of the Task Order provide for each such incentive the requirements the Contractor must meet to earn the fee linked to the incentive. The terms and conditions of the Task Order that provide for provisional payment of fee for certain incentives include for each such incentive the requirements the Contractor must meet before the Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.
- (f) The CO, at his/her sole discretion, will determine if the Contractor has met the requirements under which the Government will be obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.
- (g) If the CO determines the Contractor has not met the requirements to retain any provisionally paid fee and notifies the Contractor, the Contractor must return that provisionally paid fee to the Government within 30 days:
- (1) The Contractor's obligation to return the provisionally paid fee is independent of its intent to dispute or its disputing the Contracting Officer's determination; and
  - (2) If the Contractor fails to return the provisionally paid fee within 30 days of the Contracting Officer's determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the Contractor due to the Contractor's failure, may deduct the amount of the provisionally paid fee from: amounts it owes under invoices; amounts it would otherwise authorize the Contractor to draw down under a Letter of Credit; or any other amount it owes the Contractor for payment, financing, or other obligation.
- (h) If the Contractor has earned fee associated with an incentive in an amount greater than the provisional fee the Government paid to the Contractor for the incentive, the Contractor will



be entitled to retain the provisional fee and the Government will pay it the difference between the earned fee and the provisional fee.

- (i) If provisional fee is provided for under a Task Order and the CO determines the Contractor has met all of the other applicable terms and conditions in both the Task Order and the Master IDIQ Contract required to be eligible for provisional payment of fee and the Contractor has accomplished established incentive(s) under the Task Order, the Contractor is authorized to submit a voucher requesting provisional fee payment not more often than once per calendar quarter, at a prorated amount of up to 50 percent of the target and/or available fee for the Task Order, pending satisfactory performance. **[Note: Paragraph (i) is not part of the AL and must be approved by OAM for each respective procurement.]**

#### **B.10 Conditional Payment of Fee - DOE Performance Criteria/Requirements**

This Clause supplements the Section I Clause DEAR 970.5217-3 entitled, *Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts*, by establishing Site-specific Environmental, Safety, Health, and Quality (ESH&Q) and security performance criteria/requirements. This clause does not replace the Section I clause. Performance failures relating to the performance criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3. Site-specific performance criteria/requirements for ESH&Q and Safeguards and Security (SAS) are as follows:

##### (a) ESH&Q

- (1) First Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3.
- (2) Second Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3.
- (3) Third Degree: Performance failures that reflect a lack of focus on improving ESH&Q or failures to comply with an approved Integrated Safety Management System (ISMS) that may result in a negative impact to the public, workers, or environment. The following performance failures, or events of similar import, are examples of performance failures that are considered third degree:
  - (i) Multiple similar non-compliances identified by external oversight (e.g., federal) that in the aggregate indicate a significant programmatic breakdown.
  - (ii) Non-compliances or adverse performance trends that either have or may have significant negative impact to the public, workers, or environment or that indicate a significant programmatic breakdown.
  - (iii) Failure to notify the CO upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
  - (iv) Failure to report required data accurately and within required timeframes (e.g., within 24 hours of incident).

(b) Safeguards and Security

- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
  - (i) Theft, loss, or diversion of Category I or II Special Nuclear Material (SNM); adversarial attacks or acts of sabotage that result in significant consequences to the safety or security of personnel, facilities, or the public due to a failure or inadequacy of performance by the Contractor.
  - (ii) Receipt of an overall rating of Unsatisfactory on any DOE SAS survey, audit, and/or inspection.
  - (iii) Failure to implement effective corrective action(s) in response to any first degree performance failure.
- (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
  - (i) Theft, loss or diversion of Category III SNM that is due to a failure or inadequacy of performance by the Contractor.
  - (ii) Inventory differences of Category I/II/III SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
  - (iii) Any amount of SNM found in a dangerous/hazardous or unapproved storage environment, or unapproved mode of transportation/transfer.
  - (iv) Failure to implement effective corrective action(s) in response to an occurrence of any second degree performance failure.
- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security, and/or jeopardizes protection of the facility or Site security interests. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
  - (i) Loss, theft, diversion, or unauthorized disclosure of information classified as Confidential.
  - (ii) Evidence that SNM data has been manipulated or falsified.

- (iii) Inventory differences of Category IV SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
- (iv) Loss, theft, or diversion of Category IV quantities of SNM that is due to a failure or inadequacy of performance by the Contractor.
- (v) Five or more incidents that involve a potential compromise of classified information and/or unsecured classified repository, in any three (3) month period, of any type.
- (vi) Receipt of any topical area rating of Unsatisfactory on any DOE SAS survey, audit, and/or inspection.
- (vii) Failure to implement effective corrective action(s) in response to any third degree performance failure.
- (viii) Non-compliant or adverse cyber security performance that indicates serious cyber security program degradation (e.g., negative mission impacts or compromise of sensitive information [Sensitive Unclassified Information, Personally Identifiable Information, Unclassified Controlled Nuclear Information]).

**B.11 Limitation of Government's Obligation (Applies to FFP Task Orders only)**

- (a) This contract's fixed-price Task Orders issued under CLIN 00001 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: fixed-price Task Orders issued under CLIN 00001 may be incrementally funded; and if a CLIN or Task Order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the CLIN or Task Order will be the lower of the amount of funds allotted to the CLIN or Task Order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN or Task Order there is:
  - (1) a fixed price for the action;
  - (2) a fixed amount of work that corresponds to the fixed price;
  - (3) a planned funding schedule that corresponds to the fixed price and the fixed amount of work;
  - (4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;
  - (5) if the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
  - (6) an obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.
- (b) For each CLIN or Task Order:

- (1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN or Task Order;
  - (2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price CLINs or Task Orders included in this contract:
    - (i) the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
    - (ii) the specific risk that in the event of termination of an incrementally funded CLIN or Task Order before the CLIN or Task Order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow. The maximum Government obligation for a fixed-price CLIN or Task Order is the allotted funds for the CLIN or Task Order, as a result the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.
  - (3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;
  - (4) if funds become available and the Government's need continues, the Government will allot funds periodically to the CLIN or Task Order, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
  - (5) the Contractor agrees to provide the fixed amount of work for the fixed price identified in the contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.
- (c) For each CLIN or Task Order:
- (1) The fixed price (of both the entire CLIN or Task Order and of the current cumulative amount of funds allotted to the CLIN or Task Order at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
  - (2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and

- (3) If the Government meets the entire Planned Funding Schedule,
- (i) the cumulative amount of funds allotted will equal the CLIN's or Task Order's fixed price and
  - (ii) the Contractor must provide the work the contract requires for the CLIN or Task Order.
- (d) The fixed price for each CLIN or Task Order is listed in Section B of this contract.
- (e) The Planned Funding Schedule for each CLIN or Task Order is in paragraph (n) of this clause. The sum of the planned funding for each CLIN or Task Order equals the fixed price of the CLIN or Task Order.
- (f) The Actual Funding Schedule for each CLIN or Task Order is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for Task Orders issued under CLIN 00001, and the work to be performed for the funds allotted.
- (1) The Contractor may bill against a CLIN or Task Order only after the Government has allotted funds to the CLIN or Task Order and the Contractor has delivered the services and earned amounts payable for the CLIN or Task Order.
- (i) The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.
  - (ii) If the Contractor does not perform the contract's requirements for the CLIN or Task Order, it must return the amounts that it billed that the Government reimbursed.
- (g) If during the course of this contract the Government is allotting funds to a CLIN or Task Order per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed-price contract for that CLIN or Task Order regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:
- (1) The Government's and the Contractor's obligations under the contract for the CLIN or Task Order—with the exception that the Government's obligation for the CLIN or Task Order is limited to the total amount of funds allotted by the Government to the CLIN or Task Order and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN or Task Order were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that CLIN or Task Order; and neither the fixed-price for the CLIN or Task Order nor any other term or condition of the contract will be affected due to the CLIN's or Task Order's being incrementally funded.
- (i) The Contractor agrees, for example, if the Government allots funds to a CLIN or Task Order per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN or Task Order, the Government has met all of its obligations just as if the CLIN or Task Order were fully funded as of the time of contract execution and the

Contractor retains all of its obligations as if the CLIN or Task Order were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN or Task Order that exceed the total amount of funds allotted by the Government to the contract for the CLIN or Task Order:

- (A) it (not the Government) will be liable for those excess amounts payable
  - (B) it will remain liable for its obligations under every term or condition of the contract and
  - (C) if it fulfills all of its obligations for that CLIN or Task Order and the Government allots funds to the CLIN or Task Order equal to the CLIN's or Task Order's fixed price, the Government will pay it the fixed price for the CLIN or Task Order and no more.
- (ii) The Contractor also agrees, for example, if the Government allots funds to a CLIN or Task Order by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the CLIN or Task Order were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN or Task Order were fully funded; consequently, if the Government subsequently terminates the CLIN or Task Order it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN or Task Order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN or Task Order in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN or Task Order by the Government.
- (1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
  - (2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN or Task Order.
  - (3) The Government may require the Contractor to continue performance of that CLIN or Task Order for as long as the Government allots funds for that CLIN or Task Order sufficient to cover the amount payable for that CLIN or Task Order.

- (i) If the Government does not allot funds to a CLIN or Task Order per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment and:
  - (1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that CLIN or Task Order;
  - (2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the contract;
  - (3) if the Government subsequently terminates the CLIN or Task Order, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN or Task Order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either CLIN or Task Order:
  - (1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN or Task Order; and
  - (2) The Contractor is not obligated to continue performance under this contract related to the CLIN or Task Order or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN or Task Order.
- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a CLIN or Task Order, which will remain at all times the Government's maximum liability for a CLIN or Task Order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN or Task Order in excess of the total amount allotted by the Government to this contract for a CLIN or Task Order, whether earned during the course of the contract or as a result of termination.
- (l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN or Task Order unless they contain a statement increasing the amount allotted.
- (m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.

(n) Planned Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order]:

| CLIN                             | Date | Funds To Be Allotted | Work To Be Accomplished | Cumulative Funds To Be Allotted | Cumulative Work To Be Accomplished |
|----------------------------------|------|----------------------|-------------------------|---------------------------------|------------------------------------|
|                                  |      |                      |                         |                                 |                                    |
| CLIN = Contract Line Item Number |      |                      |                         |                                 |                                    |

(o) Actual Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order]:

| CLIN                             | Date | Funds Allotted | Work To Be Accomplished | Cumulative Funds Allotted | Cumulative Work To Be Accomplished |
|----------------------------------|------|----------------|-------------------------|---------------------------|------------------------------------|
|                                  |      |                |                         |                           |                                    |
| CLIN = Contract Line Item Number |      |                |                         |                           |                                    |



**PART I – THE SCHEDULE**

**SECTION C**

**PERFORMANCE WORK STATEMENT**

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## **C.0 Overview and Background**

### **Background**

The Department of Energy's (DOE) Office of Environmental Management (EM) Consolidated Business Center (EMCBC) supports the Under Secretary for Management & Performance in carrying out EM functions of reduction and cleanup of the environmental legacy of the Nation's nuclear weapons program and Government-sponsored nuclear energy research. The EM Program is the largest, most diverse, and technically complex environmental cleanup program in the world and includes responsibility for cleanup of 107 sites across the country. Included in that responsibility is the need to:

- Safely disposition nuclear waste and materials;
- Safeguard materials that could be used in nuclear weapons; and
- Deactivate and decommission several thousand contaminated facilities no longer needed to support the Department's mission and remediate extensive surface and groundwater contamination.

In response to Defense Nuclear Facilities Safety Board Recommendation 2004-1 dated October 2006, EM was reorganized to align the cleanup vision and mission and to ensure environment, safety, and health requirements and controls are integrated into Federal work activities, and within EM federal and contractor activities. In order to best assist the remaining site offices in fulfilling the EM cleanup mission and program objective, the EMCBC is seeking Deactivation, Decommissioning, and Removal (DD&R) services.

### **Purpose**

The purpose of this procurement is to establish a contract vehicle DOE can use at sites nationwide to acquire timely, cost-effective, legally sound DD&R and associated support services from Small Businesses to further the government's mission toward reducing environmental liabilities. The DOE's goal is to efficiently optimize the scope, cost, and schedule associated with performance of all work while ensuring quality, protecting the safety of the workers, environment, and the public, to reduce EM's environmental liability.

The EMCBC will procure the services described below by issuing performance-based Task Orders under this basic Indefinite-Delivery-Indefinite-Quantity (IDIQ) Contract. Performance-based contracting defines Contractor performance expectations in terms of outcomes or results rather than methods, processes, systems, or broad categories of work activity.

Each Task Order will include a detailed Performance Work Statement (PWS) describing the work to be accomplished. The Contractor shall accomplish the work described in the Task Order PWS, including providing deliverables, in a timely and professional manner that meets the needs of the DOE. The Contractor shall provide and manage skilled and qualified personnel and shall comply with all applicable training and qualification programs to perform the work described in the Task Order PWS.

Required services may also include programmatic and field support activities such as technical report writing, environmental compliance, transportation services, field sampling, radiological surveys, direct measurements, sample analyses, and preparation of related technical documents. Further technical support, such as verification, as well as health physics, surveys, and audit/assessment activities may be requested by the DOE.

The Contractor's performance will be monitored by the Contracting Officer (CO) and/or the designated Contracting Officer's Representative (COR) through regular status reports; meetings with Contractor personnel; and receipt, review and approval of deliverables or other reports identified in the Contractor in Task Orders issued under the Contract.

In performing the services, the Contractor may be required to cooperate and interface with other EM contractors. The extent of this cooperation and the parties involved, if any, will be described in detail in the individual Task Orders issued under this basic IDIQ Contract.

### **Location of Work**

Work will be performed at the various DOE Sites. The place of performance will be specified in each individual Task Order. The various DOE locations include, but are not limited to, the EM Cleanup Sites page at <https://www.energy.gov/em/cleanup-sites>.

**Note: PWS Sections in C.1, C.2, and C.3 provide a description of PWS areas that are included in the basic IDIQ Contract. Not all the PWS areas listed in C.1, C.2 and C.3 will be applicable to every Task Order. Each Task Order will identify the specific applicable PWS area(s) and may add further specific work requirements and deliverables.**

### **C.1 Transition Activities/Task Order Implementation**

The desired outcome is smooth Transition/Task Order Implementation of responsibilities for execution of the Contract and each Task Order maintains and avoids or minimizes disruptions to ongoing operations and/or accomplishment of the DOE mission.

The goal of the Transition/Implementation process is to ensure terms and conditions of the Contract and each Task Order are fully understood by the Contractor and the Contractor demonstrates readiness to assume responsibility seamlessly prior to assumption of responsibility for performance of the Task Order.

The objectives of Transition/Task Order Implementation are to complete a safe, effective, and efficient transfer of responsibility for execution of the Task Order with minimal disruption to ongoing operations. Transition requirements will be determined within each Task Order.

### **C.2 Program Support Services**

The Contractor shall be responsible for documenting compliance with requirements described in agreements between DOE and federal and state regulatory agencies and DOE directives that contain Contractor Requirements Documents (CRD) as well as DOE directives that do not contain a CRD but include Contractor Requirements. The primary purpose of this section is to assist in describing specific responsibilities of the Contractor within performance of this

Contract. The following subsections address management systems and programs that may be applicable in implementing each Task Order to perform the EM mission safely and effectively. For each subsection, the Contractor may use current/existing contractor company-level programs, and/or consensus standards to develop Task Order-level implementing documents (deliverables), such as plans and reports if approved by the CO. The Contractor may adopt, as applicable, any DOE approved plans and implementing procedures, manuals, and associated training/qualification curriculum at the effective date of the transition, provided the Contractor has formally reviewed and accepted the documents to ensure compliance with contract requirements, current regulatory requirements, DOE directives, and the Contractors' organizational roles and responsibilities. Detailed information regarding specific requirements for each subsection will be provided in each Task Order as applicable.

**NOTE:** Directives are the Department of Energy's primary means of establishing policies, requirements, responsibilities, and procedures for Departmental elements and contractors.

**NOTE:** For this Contract, a management system is defined as a set of interrelated or interacting elements of an organization to establish policies and objectives, and processes to achieve those objectives.

### **C.2.1 Human Resources**

The Contractor shall develop, implement, and administer compensation and benefit programs that will attract and retain competent, productive employees. These programs shall facilitate achievement of objectives and business strategies in support of DOE missions in a cost-effective manner in accordance with DOE O 350.1, *Contractor Human Resource Management Programs*.

### **C.2.2 COVID Safety Protocols**

The Contractor shall develop safety protocols to ensure the continued operation of DOE sites and facilities under health and safety emergencies as designated by the President and implement Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors in accordance with DOE O 350.5, *COVID Safety Protocols for Federal Contractors*.

### **C.2.3 Project Management**

The Contractor shall ensure that project management practices are used in the performance of work including the development of project management plans, baselines, and disciplined change control processes. The Contractor shall ensure that project management practices are used in the performance of work including the development of project management plans, baselines, and disciplined change control processes. Project measurement and reporting for destruction and removal of physical facilities or systems (work performed under DD&R) shall be performed in accordance with DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets*.

The Contractor shall develop and deploy technology-related activities required to optimize DOE-EM cleanup efforts in order to decrease life cycle costs and/or schedules. Technology Development and Deployment (TD&D) shall be performed in accordance with DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets*.

### **C.2.3.1 Project Integration and Control and Earned Value Management**

The Contractor shall comply with the requirements of the Section H Clause entitled, DOE-H-2024, *Earned Value Management System*, and, if required, have the EVMS evaluated against the EIA-748 standard by a qualified, independent, third party selected by the DOE Office of Project Management (DOE-PM).

### **C.2.3.2 Project Performance Reporting**

The Contractor shall provide DOE with the necessary project performance information to support budget planning and execution, project planning and execution; project performance reporting, audit, and evaluation; and other DOE performance assessment and information needs.

### **C.2.3.3 Cost Estimating**

The Contractor shall prepare cost estimates in accordance with the requirements in Section H Clause entitled, DOE-H-2023, *Cost Estimating System Requirements*, and Section H Clause entitled, *Task Ordering Procedure*, of this Contract.

### **C.2.3.4 Scheduling**

The Contractor shall develop a schedule for each Task Order scope. The Contractor's schedule shall be resource loaded. The schedule shall include the proposed Task Order's scope of work identifying the logic ties and dependencies between already contracted Task Order scopes of work, if any, and the new Task Order work scope. The Contractor shall use project management software used for planning, scheduling, and managing DOE capital asset project work (Oracle Primavera P6 is the typical project software). If P6 is not used, scheduling software must be compatible or transferrable to P6 format.

### **C.2.3.5 Risk Management**

The Contractor shall develop and/or implement risk planning (update the risk register and analysis for each subsequently awarded Task Order), identifying processes and procedures that will be implemented to address risk identification, qualitative risk assessment, quantitative risk analysis, risk handling, schedule risk analysis, risk monitoring and reporting, and calculating the recommended management reserve and schedule reserve required for adequate management of Contractor-controlled risk.

### **C.2.4 Environment, Safety, Health & Quality**

The Contractor shall develop and integrate management systems and/or programs for the implementation of the multiple requirements bases for Environmental, Safety, Health, and Quality (ESH&Q) assessments activities within the scope and processes defined by the Contract and in accordance with 10 CFR 830, *Nuclear Safety Management*. Where appropriate, the Contractor shall use a graded approach to implement the requirements of this part, document the basis of the graded approach used, and submit that documentation to DOE. The graded approach may not be used in implementing the unreviewed safety question (USQ) process or in implementing technical safety requirements.

The Contractor shall establish and maintain a single Integrated Safety Management (ISM) program as required by 48 *CFR* 970.5223-1, *Integration of Environment, Safety and Health into Work Planning and Execution*.

The Contractor shall report all occupational safety and health information as required in DOE O 231.1, *Environment, Safety, and Health Reporting*. This reporting shall include electronic submission of injury and illness reports using the Computerized Accident/Incident Reporting System (CAIRS).

#### **C.2.4.1 Worker Safety and Health Program**

The Contractor shall develop (or adopt if Contractor determines an existing program meets requirements) and implement a Worker Safety and Health Program (WSHP) that complies with 10 *CFR* 851, *Worker Safety and Health Program*. The program shall include Industrial Hygiene.

##### **C.2.4.1.1 Workplace Substance Abuse Program**

The Contractor shall comply with the authorities and requirements for Workplace Substance Abuse Program (WSAP) in accordance with 10 *CFR* 707, *Workplace Substance Abuse Programs at DOE Sites* and 49 *CFR* 40, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs*. The Contractor shall incorporate the WSAP into all subcontracts with personnel in testing-designated positions.

##### **C.2.4.1.2 Safety Culture**

The Contractor shall adopt and continuously improve organizational culture (core values and behaviors), Safety Culture, and Safety Conscious Work Environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation in accordance with DOE O 442.1, *Department of Energy Employee Concerns Program* and DOE-H-2083, *Safety Culture*.

#### **C.2.4.2 Radiation Protection Program**

The Contractor shall develop and implement a Radiation Protection Program (RPP) to establish requirements to protect the public and environment against undue risk from radiation associated with radiological activities conducted under control of the DOE. The program shall comply with the requirements of 10 *CFR* 835, *Occupational Radiation Protection*, and include further requirements found in DOE O 458.1, *Radiation Protection of the Public and the Environment*. The Contractor shall take all actions necessary to preclude serious injuries and/or fatalities; keep worker radiation exposures and environmental releases As Low As Reasonably Achievable (ALARA) and below established limits; minimize the generation of waste; maintain or increase protection of the environment; and maintain or increase public and worker safety and health.

#### **C.2.4.3 Nuclear Safety**

The Contractor shall develop and/or implement a nuclear safety program that complies with the requirements of 10 *CFR* 830, *Nuclear Safety Management*, including Subpart A, *Quality Assurance Requirements*, (the Subpart A Quality Assurance shall be part of C.2.4.4) and Subpart

B, *Safety Basis Requirements*. The Contractor shall establish facility and programmatic safety requirements for nuclear safety design criteria; Fire protection; Criticality safety; Natural phenomena hazards (NPH) mitigation; and Cognizant system engineer (CSE) program in accordance with DOE O 420.1, *Facility Safety*. This includes requirements outlined in Attachments 2 and 3 of the Order. The Contractor shall develop and implement any applicable safety basis requirements like Documented Safety Analysis (DSA), Technical Safety Requirement (TSR), and Unreviewed Safety Question Process procedure.

#### **C.2.4.4 Quality Assurance**

The Contractor shall develop and implement a Quality Assurance (QA) program or management system to assign responsibilities and authorities, define policies and requirements, and provide for the performance and assessment of work.

The Contractor shall develop, implement, assess, and continuously improve the Quality Assurance Program (QAP) in accordance with DOE Order 414.1, *Quality Assurance*.

The Contractor shall submit a Quality Assurance Program (QAP) plan to DOE for review and annually submit a summary of the annual review of the QAP and, if necessary, a modified QAP to the DOE approval authority.

#### **Contractor Assurance System**

The Contractor shall develop and implement a Contractor Assurance System (CAS) Description as required by DOE O 226.1, *Implementation of DOE Oversight Policy*. The Contractor's CAS shall include development and implementation of an Issues Management System for the identification, assignment of significance category, and processing of quality or safety-related issues identified within the Contractor's organization in accordance with DOE O 414.1, *Quality Assurance*. All issues are to be tracked in one combined location and disseminated to DOE upon request.

#### **Occurrence Reporting and Processing System**

The Contractor shall review and categorize identified issues as required by DOE O 232.2, *Occurrence Reporting and Processing of Operations Information*. The Contractor shall prepare Occurrence Reporting and Processing System (ORPS) reports when appropriate and perform subsequent follow-up actions to address the reported issues as necessary in accordance with these requirements. The ORPS reports shall be submitted per occurrence to the DOE ORPS.

#### **C.2.4.5 Conduct of Operations**

The Contractor shall establish and implement a Conduct of Operations (CONOPS) Program in accordance with DOE O 422.1, *Conduct of Operations*. The CONOPS program shall consist of formal documentation, practices, and actions implementing disciplined and structured operations that support mission success and promote worker, public, and environmental protection.

#### **C.2.4.6 Environmental Regulatory Management**

The Contractor shall support DOE when preparing necessary documentation responding to regulatory issues and cooperate and coordinate when requested by DOE during enforcement



actions including tracking, trending, and evaluating actions, coordinating, and integrating responses and resolving compliance issues. The Contractor shall interface with other contractors in providing legally and/or contractually mandated air, liquid effluent, and other media environmental monitoring data; collect, compile, and/or integrate air and liquid effluent monitoring data from facilities assigned; and submit an Environmental Management System (EMS) internal audit compliant with DOE O 436.1, *Departmental Sustainability*.

#### **C.2.4.7 Property Management**

The Contractor shall support DOE maintenance for all real and personal property assets at the site in accordance with DOE O 430.1, *Real Property Asset Management*. The requirements of this DOE Order do not automatically apply to contractors. Any application of real property asset management requirements to contractors must be communicated separately from this DOE Order. The DOE has established the Facilities Information Management System (FIMS) as the reporting system for all DOE real property facilities, including land. The Contractor shall contact the DOE FIMS administrator at the EMCBC to become a registered user of the system.

The Contractor shall submit to DOE an annual Fire Protection Summary Information in accordance with DOE O 231.1, *Environment, Safety, and Health Reporting*.

#### **C.2.4.8 Records**

The Contractor shall serve as the Record Custodian for Federal records (regardless of media) generated/received by the Contractor, including all contractors/subcontractors. All records shall be managed in electronic format (born digital) to the fullest extent possible. If there are historical records obtained from a predecessor contractor, these must also be managed in electronic format (digitized) in accordance with NARA requirements and approved by DOE. All records shall be managed in accordance with 44 U.S.C., Chapters 21, 29, 31, 33 and 35; 36 CFR Chapter XII, Subchapter B, *Records Management*; DOE Order 243.1, *Records Management Program*, National Archives and Records Administration (NARA) requirements and bulletins and any other DOE requirements as directed by the CO.

If any work in this PWS is subcontracted, all applicable records management requirements, ownership, and privacy act clauses must be incorporated. The Contractor shall develop and/or adopt existing requirements and responsibilities for creating and preserving records containing adequate and proper documentation of the organization, functions, policies, decisions, procedures, and essential transactions of the DOE and to provide information necessary to protect the legal and financial rights of the Government and persons directly affected by DOE activities.

The Contractor shall develop and implement records management controls to ensure that the identification, maintenance, and disposition of all records, including email, are managed utilizing an Electronic Records Management System (ERMS) that meets the requirements of NARA's Universal Electronic Records Management (UERMS) requirements. The preferred ERMS is SharePoint with M365 in which DOE can provide a playbook; use of another ERMS requires documentation on meeting UERM requirements.

The Contractor shall be responsible for all records management and document control activities, including, but not limited to: tasks associated with creation/receipt, maintenance, storage/preservation, protecting, scheduling, indexing and dispositioning active and inactive records (including e-mails); managing classified records (if applicable), Controlled Unclassified Information (CUI), Unclassified Controlled Nuclear Information (UCNI); providing all employees and subcontractors with records management training; retrieving of records; supporting records management data calls from NARA and DOE; and supporting ongoing Freedom of Information Act (FOIA), Privacy Act, Energy Employees Occupational Illness Compensation Program (EEOICPA), the former worker medical screening program, the Chronic Beryllium Disease Prevention Program, congressional inquiries, legal discoveries and other record requests.

All records (see 44 USC 3301 for statutory definition of a record) acquired or generated by the Contractor in performance of this Contract, except for those defined as Contractor-owned (see Section I, DEAR 970.5204-3, *Access to and Ownership of Records*) and including, but not limited to, records from a predecessor contractor (if applicable) and records described by the Contract as being maintained in Privacy Act System of Records (SOR) shall be the property of the Government.

### **C.2.5 Safeguards and Security**

The Contractor shall administer the Safeguards and Security (S&S) Program in accordance with the Department of Energy (DOE) directives, and site-specific S&S Security Plans and procedures approved by the Office of Environment Management (EM) Officially Designated Federal Security Authority (ODFSA).

The objectives of the Contractor S&S program shall be to incorporate a risk-based approach to protect assets and activities against the consequences of attempted theft, diversion, terrorist attack, industrial sabotage, radiological sabotage, chemical sabotage, biological sabotage, espionage, unauthorized access, compromise, and other acts that may have an adverse impact on national security, the environment, or pose significant danger to the health and safety of DOE Federal and contractor employees or the public, in accordance the DOE Design Basis Threat (DBT).

To meet these objectives, the Contractor shall ensure that sufficient personnel are appointed/assigned to implement the following S&S topic areas, consistent with applicable DOE directives and requirements:

- S&S Program Planning
  - The Contractor shall deliver for approval a written integration plan to the ODFSA that incorporates how the Contractor will comply with:
    - ODFSA approved S&S plans and procedures,
    - Security conditions (SECON) program,

- Performance assurance program, and
  - Survey, review and self-assessment program.
- 
- S&S Program Management Operations
    - The Contractor shall deliver for approval a written integration plan to the ODFSA that incorporates how the Contractor will comply with:
      - Foreign ownership, control, or influence (FOCI) program,
      - Facility clearance and registration of S&S activities,
      - S&S awareness training program,
      - Control of classified visits program,
      - S&S training program,
      - Restrictions on the transfer of security funded technologies program, and
      - Process for requesting exemptions and equivalencies for S&S programs.
- 
- Protective Force (ProForce) Operations
    - The Contractor shall deliver for approval a written integration plan to the ODFSA that incorporates how the Contractor will comply with:
      - Management,
      - Training,
      - Duties,
      - Weapons and munitions,
      - Facilities and equipment, and
      - Performance testing.
- 
- Physical Protection
    - The Contractor shall deliver for approval a written integration plan to the ODFSA that incorporates how the Contractor will comply with:
      - Physical protection planning,
      - Security areas,
      - Prohibited and controlled articles,
      - Posting notices,
      - Security locks and keys,
      - Barriers,
      - Secure storage,
      - Entry and exit screening, and
      - DOE security and local site-specific badge program.
- 
- Information Security and Classification
    - The Contractor shall deliver for approval a written integration plan to the ODFSAs Federal Classification Officer that incorporates how the Contractor will comply with Information Security and Classification requirements, that include:

- General requirements, handling and protection, marking, accountability, classified information in use, storage, reproduction, transmission and receipt, and destruction;
- Ensuring foreign government information is protected;
- Release or disclosure of US classified information to foreign governments;
- Disclosure and release in emergency situations; and
- Operations Security programs to ensure protection of critical information.
- The Contractor shall ensure a contractor classification officer is designated to administer the classification program and monitor classifications programs under its cognizance.
- Controlled Unclassified Information (CUI)
  - The Contractor shall deliver for approval a written integration plan to the Federal CUI liaison that incorporates how the Contractor will comply with:
    - CUI applicability,
    - Identification,
    - Marking,
    - Communication,
    - Safeguarding,
    - Training,
    - Access and sharing,
    - Dissemination,
    - Decontrol,
    - Destruction,
    - Equivalency and exemptions, and
    - Misuse.
- Personnel Security (PerSec)
  - The Contractor shall deliver for approval a written integration plan to the ODFSA that incorporates how the Contractor will comply with:
    - Cleared and unclassified issuance of Homeland Security Presidential Directive (HSPD) 12 badges,
    - Access authorizations,
    - Human reliability,
    - Control of classified visits, and
    - S&S awareness training program.
- Foreign Visits and Assignments (FVA&A)
  - The Contractor shall deliver for approval a written integration plan to the ODFSA that incorporates how the Contractor will comply with:
    - Sponsor program management and administration,
    - Counterintelligence requirements,

- Export controls and technology transfer,
  - Security plan requirements, and
  - Approval, periodic assessments, and reporting.
- Materials Control and Accountability (MC&A)
    - The Contractor shall deliver for approval a written integration plan to the ODFSA that incorporates how the Contractor will comply with:
      - Program management,
      - Material accounting,
      - Material control,
      - Measurement, and
      - Physical Inventory.

The Contractor shall ensure that all S&S personnel appointed/assigned to perform the duties listed above have appropriate access authorization, requisite knowledge, experience, qualifications, required equipment, and information technology resources. The Contractors shall ensure these personnel are not assigned other tasks that have the potential to impact the performance of their S&S duties.

The Contractor shall ensure that interfaces and necessary interactions between S&S programs and other disciplines such as other site contractor(s), off-site response, safety, emergency management, classification, counterintelligence, facility operations, cyber operations, and business and budget operations including property management are clearly identified, defined, documented, and approved.

For work under a Task Order requiring DOE access authorization (DOE L or Q clearance) the Contractor will need to obtain a positive Foreign Ownership, Control, or Influence (FOCI) determination and be able to obtain a facility clearance. The specific work requiring a DOE access authorization will be defined at the Task Order level.

#### **C.2.6 Nuclear Material Control and Accountability (NMC&A)**

The Contractor shall:

- (1) Maintain control and accountability of accountable nuclear material (i.e., Other, Source, and SNM). Controls shall be appropriate for the nuclear material attractiveness and quantities as described in DOE requirements (e.g., Category IV highly radioactive SNF, to Category I quantities of plutonium in a variety of chemical forms and isotopic amounts).
- (2) If applicable, assign an individual that will serve as the Contractor's MC&A single point-of-contact, independent of line operations, with responsibility and authority to affect implementation of MC&A requirements. This individual shall work with the appropriate site official to provide oversight of accountable nuclear material in possession.

### **C.2.7 Telecommunications**

The Contractor shall:

- (1) Comply with site procedures and policies regarding activities involving Communications Security, protected distribution systems, and TEMPEST/Transmission Security programs of Telecommunications Security.
- (2) Provide telecommunication capability (including voice and data communication capabilities) and radio communication systems.

### **C.2.8 Emergency Services & Operations**

The Contractor shall develop, manage, and maintain a Comprehensive Emergency Management System for structures and waste sites under its control, in accordance with DOE O 151.1, *Comprehensive Emergency Management System*. The Contractor's Emergency Management system shall be consistent with DOE requirements and any centralized site or regional emergency program. The Contractor shall develop, manage, and maintain the Continuity of Operations (COOP) Program in accordance with DOE O 150.1, *Continuity Programs*. The Contractor's program may integrate with, or be an addendum to, established site COOP plans.

### **C.3 Environmental Monitoring, Remediation, Deactivation, Decommissioning, and Removal (DD&R) of Facilities and Waste Management**

The Contractor shall operate in accordance with permits and licenses, and all appropriate federal, state, and local laws and regulations. Task Orders issued under this Contract will meet specific criteria for the DOE obligations and liabilities for the site. The individual Task Orders will address the acceptance criteria and desired outcome. The Contractor may perform facility and soil characterization, DD&R, and environmental remediation services; complete all activities in accordance with all actions and requirements contained in regulatory and supporting documentation applicable to each Task Order; and complete and document all final remedial actions and other disposition actions, as required, to close and support outgoing (real property) transition.

The following sections define the activities that may be applicable in implementing each Task Order and the services that may be required to be performed in any combination or separately in each individual Task Order. Specifically, tasks may include but not be limited to the following:

- (a) Initial site inspection and assessments;
- (b) In-situ and/or real-time soil characterization;
- (c) Remediation of a specific site or area including remediation of soils and associated site restoration;
- (d) Regulatory report writing; and
- (e) Data reduction, interpretation, and presentation, statistical analysis, and geographic information systems.

The Contractor shall assist DOE in preparing the Annual Site Environmental Report (ASER) as required by DOE O 231.1, *Environmental, Safety and Health Reporting*.

### **C.3.1 Environmental Monitoring**

The Contractor shall develop and implement surface water monitoring according to the EPA National Pollutant Discharge Elimination System (NPDES), and within site permits for monitoring storm water runoff, treated groundwater and fire suppression water meet the applicable requirements in the Clean Water Act (CWA) and environmental regulations. The Contractor shall maintain NPDES Permits used to regulate discharge of storm water runoff from collection sites and outfalls which may be pumped to a storage and/or treatment center. Detailed monitoring results are provided in NPDES discharge monitoring reports.

### **C.3.2 Air Monitoring**

The Contractor shall perform air filter screening for development of the annual EPA National Emissions Standards for Hazardous Air Pollutants (NESHAP) report.

The Contractor shall develop and implement a Field Sampling Plan (FSP) that describes the following: site background and environmental setting, regional and site hydrogeology, sampling objectives, rationale for sampling and analysis, pre-sampling activities, sample collection, analytes and analytical methods, and guidance for all fieldwork describing, in detail, sampling and data gathering methods.

Monitoring procedures should be conducted using a water quality sampling and analysis plan (WQSAP) that has been approved by the CO. The WQSAP must address the physical process of obtaining field information, measurements, and environmental samples.

The Contractor shall integrate the FSP into the Quality Assurance Program (QAP) plan as an addendum to describe the quality assurance and quality control (QA/QC) protocols necessary to achieve the objectives dictated by the intended use of the data. Control protocols include the procedures for sample collection, preservation, chain-of-custody, and transport, calibration and maintenance of instruments, processing verification, storage, and reporting of data, and other relevant QA/QC procedures required to maintain precision and accuracy of the data.

### **C.3.3 Soil Remediation Program**

Soil and Water Remediation includes waste regulated under the Resource Conservation and Recovery Act (RCRA) and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This also includes remediation, if warranted, of groundwater and surface water. Non-nuclear facility demolition and disposal (D&D) may also be included under this heading.

- (a) The Contractor shall develop and implement a management system and/or program that characterizes data for facilities, equipment, and soils to demonstrate compliance with the associated regulatory requirement(s) for waste disposition or release.
- (b) As part of the due diligence described in Transition /Task Order Implementation Activities, Section C.1.2(i), the Contractor shall complete a review of the existing characterization data

and other relevant documents to determine if the methods and characterization data related to radioactive and chemical materials remaining within the facility and/or soils support safe and compliant DD&R and excavation activities, including waste disposition. Based on the due diligence, the Contractor shall document whether the characterization data provided is sufficient in the Material Differences and Pre-existing Conditions. If not sufficient, the Contractor shall prepare and submit a GAP Analysis report with associated recommendations.

- (c) The Contractor shall develop Data Quality Objectives (DQO) and develop a Characterization Plan for DOE approval. The Contractor shall consider the type of contamination (i.e., Technetium-99, fissile, uranium, and other contaminants), the use of existing data sets (Owner operational history and data, NDA data, historical sampling), and appropriate points of reference (similar data sets associated with systems at other DOE sites). The Contractor shall optimize and limit the characterization requirements with respect to cost of characterization to that necessary to support safe and compliant DD&R and soil excavation activities, including waste disposition.
- (d) The Contractor shall perform facility characterization, including characterization of process equipment.
- (e) The Contractor shall perform soil characterization.

#### **C.3.4 DD&R of Facilities**

The Contractor shall develop and implement a project management system and/or program for the destruction and removal of physical facilities, systems, equipment and the demolition of above grade and below-grade structures associated with the facility and ancillary support systems as identified in each Task Order.

The Contractor may perform DD&R of facilities including but not limited to those classified as Nuclear Hazard Category 3, 2, and 1, including associated safety systems; or reactor facilities, whether fueled or defueled; and complex facilities containing hazardous, chemicals and materials including, but not limited to, asbestos, lead, PCBs, elemental mercury, and beryllium, and non-hazardous materials and waste. Sites and facilities may be contaminated with radioactive, hazardous, and/or chemical substances, fissile and/or fissionable materials and the levels of contamination may vary. Radiological constituents may include, but are not limited to mixed fission products, activation products (e.g., cobalt-60), plutonium, americium, uranium, depleted uranium, radioactive sources, residual radioactive material (e.g., mill tailings), tritium.

The Contractor may perform ancillary services such as design, construction, operation, surveillance, and maintenance activities, and/or training (DOE, Contractor, and visitor personnel) which may be required to accomplish the performance of the Task Order. The services may be required to be performed in any combination or separately in each individual Task Order.

#### **C.3.5 Waste Management and Removal**

The desired outcome is for the Contractor to develop and implement a Waste Management Program for the management of DOE sanitary, high-level, transuranic (TRU), low-level waste



(LLW), and the radioactive component of mixed waste. The services may be required to be performed in any combination or separately in each individual Task Order.

The desired outcome is a Waste Management Program which includes activities required to manage and dispose of waste associated with or generated by cleanup of the contaminated sites and facilities.

Specifically, tasks may include but not be limited to the following:

- (a) Develop, implement, and maintain a Waste Management Program;
- (b) Manage, characterize, store, process, treat, and package waste;
- (c) Transport and dispose of waste including final characterization, certification, and permitting;
- (d) Perform characterization, certification, permitting, storage, treatment, and necessary logistical support to store, transport (on-site) and/or ship (off-site), and/or dispose of radiological, chemical and other hazardous waste, mixed waste (radioactive and hazardous), or other waste types;
- (e) Implement any information regarding specific waste types, preferred treatment and disposal paths which may be available, contracts which may be available for treatment and disposal services, and existing permits and other requirements, e.g., Receiver Site Waste Acceptance Criteria (WAC);
- (f) Identify and implement a treatment process to effectively stabilize the waste and allow for its safe storage and eventual disposal. The services are presented in the following manner for clarity purposes due to the differences in the regulatory framework applicable to the differing types of services;
- (g) Ensure compliance with waste acceptance criteria for designated waste management facilities and complete disposition activities in accordance with all actions and requirements contained in regulatory and supporting documentation applicable to each facility and/or waste site; and
- (h) Complete and document all final remedial actions and other disposition actions, as required, to close and support outgoing transition.

The Contractor's waste management program shall be developed in accordance with DOE O 458.1, *Radiation Protection of the Public and the Environment*, and DOE O 435.1, *Radioactive Waste Management*, CRD which requires use of DOE M 435.1-1, *Radioactive Waste Management Manual*, to develop, implement and maintain a Radioactive Waste Management Program if applicable. Where a sitewide Radioactive Waste Support program currently exists, the Contractor will participate in reporting, updating and/or providing information to the CO when requested.

#### **C.3.5.1 Non-radioactive (Sanitary) Waste**

The Contractor shall adopt site requirements for management of Sanitary Waste (SW). SW includes both non-radioactive and municipal wastes (office waste, food, garbage, refuse and

other solid wastes that are similar to those generated by most households) and typical industrial wastes (construction debris, scrap metals, wood waste, etc.).

#### **C.3.5.2 Radioactive Waste**

The Contractor's Waste Management Program shall address receipt, treatment, storage, and disposal of legacy and newly generated low-level waste (LLW) mixed low-level waste (MLLW), transuranic (TRU) waste, and hazardous waste in accordance with DOE O 460.1, *Hazardous Materials Packaging and Transportation Safety*.

**PART I – THE SCHEDULE**

**SECTION D**

**PACKAGING AND MARKING**

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**D.1 DOE-D-2001 Packaging and Marking (Oct 2014)**

- (a) Preservation, packaging, and marking for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.
- (b) Each package, report, or other deliverable shall be accompanied by a letter or other document which:
  - (1) Identifies the contract by number pursuant to which the item is being delivered;
  - (2) Identifies the deliverable item number or report requirement which requires the delivered item(s); and
  - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer (CO), a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this Contract as identified in Section G of the Contract, or if none, to the Contracting Officer.

**D.2 Security Requirements**

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials (if any) as prescribed by applicable U.S. Department of Energy (DOE) safeguards and security directives.

**PART I – THE SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

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**E.1 Clauses Incorporated by Reference – Section E**

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in Section I clause FAR 52.252-2, *Clauses Incorporated by Reference*, of this Contract.

| Clause Number                                      | FAR/DEAR Reference | Title   | Fill-In Information; See FAR 52.104(d)  |
|--|--------------------|---|---|
| E.1.1  | FAR 52.246-2       | Inspection of Supplies – Fixed-Price (Aug 1996) (Applies to FFP Task Orders only)       |   |
| E.1.2  | FAR 52.246-3       | Inspection of Supplies – Cost-Reimbursement (May 2001) (Applies to CR Task Orders only) |   |
| E.1.3  | FAR 52.246-4       | Inspection of Services – Fixed-Price (Aug 1996) (Applies to FFP Task Orders only)       |   |
| E.1.4  | FAR 52.246-5       | Inspection of Services – Cost-Reimbursement (Apr 1984) (Applies to CR Task Orders only) |   |
| E.1.5  | FAR 52.246-11      | Higher-Level Contract Quality Requirement (Dec 2014)                                    | For the paragraph (a) fill-in for this clause, each Task Order will either utilize Fill-In 1 or Fill-In 2, both of which are provided below this table. |
| E.1.6  | FAR 52.246-12      | Inspection of Construction (Aug 1996) (Applies to FFP construction work only)           |   |
| E.1.7  | FAR 52.246-13      | Inspection – Dismantling, Demolition, or Removal of Improvements (Aug 1996)             |   |
| E.1.8  | FAR 52.246-16      | Responsibility for Supplies (Apr 1984)  |   |
| CR = Cost Reimbursement                            |                    | FAR = Federal Acquisition Regulation  |   |
| DEAR = Department of Energy Acquisition Regulation |                    | FFP = Firm-Fixed-Price  |   |

**Fill-In 1 (QA Contract Clause Fill-In with QARD):**

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Quality Assurance Program (QAP) compliant with DOE O 414.1, *Quality Assurance*, for all facilities and activities. Additionally, nonreactor nuclear facilities (as defined in 10 CFR 830, *Nuclear Safety Management*, Section 830.3, *Definitions*) must be compliant with 10 CFR 830, *Nuclear Safety Management*, Subpart A, *Quality Assurance Requirements*. The Contractor shall utilize the Contractor Assurance System (CAS) per DOE O 226.1, *Implementation of Department of Energy Oversight Policy*, to monitor and evaluate all work performed under this Contract, including work of subcontractors, to ensure work performance meets the applicable requirements for environment, safety, and health, including quality assurance and integrated safety management; safeguards and security; cyber security; and emergency management.

The QAP must describe how the quality assurance criteria from DOE O 414.1, 10 CFR 830, Subpart A, and the Quality Assurance Requirements and Description (QARD) (as applicable)

are satisfied. The Contractor shall use voluntary consensus standards in the development and implementation of the QAP, where practicable and consistent with contractual and regulatory requirements. Where appropriate, the Contractor must use a graded approach to implement the QAP that is commensurate with hazards, lifecycle of facilities and other risks. The basis of the graded approach utilized shall be documented, and submitted to U.S. Department of Energy (DOE) for approval.

(1) For Hazard Category 1, 2, and 3 nuclear facilities:

- (i) Existing facilities, or new facilities and major modifications to existing facilities achieving Critical Decision 1 (CD-1) prior to May 8, 2013 may continue to use the consensus standard cited in the DOE-approved QAP.
- (ii) New facilities and major modifications to existing facilities achieving CD-1 use American Society of Mechanical Engineers (ASME) NQA-1-2008, *Quality Assurance Requirements for Nuclear Facility Applications*, with the NQA-1a-2009, *Quality Assurance Requirements for Nuclear Facility Applications Addenda 1a* (or a later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II.

Note: where NQA-1, Part II language uses the terms “nuclear power plant” or “nuclear reactor”, these terms are considered equivalent to the term “nuclear facility.”

- (iii) Consensus standard(s) that provide an adequate level of quality assurance and meet the intent of paragraph (ii) above may be used. The QAP must document how the selected consensus standard is (or a set of consensus standards are) used, as well as how the selected consensus standard(s) is appropriate.

(2) For other activities and facilities (e.g., less than Hazard Category 3, non-nuclear, or chemically hazardous), the Contractor shall use, in whole or in part, appropriate standards. Examples of appropriate standards include:

- (i) ASME NQA-1a-2009 addenda (or later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II;
- (ii) ASME NQA-1-2000, *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II;
- (iii) American National Standards Institute (ANSI)/International Organization for Standardization (ISO)/American Society for Quality (ASQ) Q9001-2008 (or later edition), *Quality Management System - Requirements*; and
- (iv) ANSI/ASQ Z 1.13-1999 (or later edition), *Quality Guidelines for Research*.

**Fill-In 2 (QA Contract Clause Fill-In without QARD):**

- (a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Quality Assurance Program (QAP) compliant with DOE O 414.1, *Quality Assurance*, for all facilities and activities. Additionally, nonreactor nuclear facilities (as defined in 10 CFR 830, *Nuclear Safety Management*, Section 830.3, *Definitions*) must be compliant with 10 CFR 830, *Nuclear Safety Management*, Subpart A, *Quality Assurance Requirements*. The Contractor shall utilize the Contractor Assurance System (CAS) per DOE O 226.1,

*Implementation of Department of Energy Oversight Policy*, to monitor and evaluate all work performed under this Contract, including work of subcontractors, to ensure work performance meets the applicable requirements for environment, safety, and health, including quality assurance and integrated safety management; safeguards and security; cyber security; and emergency management.

The QAP must describe how the quality assurance criteria from DOE O 414.1, 10 CFR 830, Subpart A are satisfied. The Contractor shall use voluntary consensus standards in the development and implementation of the QAP, where practicable and consistent with contractual and regulatory requirements. Where appropriate, the Contractor must use a graded approach to implement the QAP that is commensurate with hazards, lifecycle of facilities and other risks. The basis of the graded approach utilized shall be documented and submitted to U.S. Department of Energy (DOE) for approval.

(1) For Hazard Category 1, 2, and 3 nuclear facilities:

- (i) Existing facilities, or new facilities and major modifications to existing facilities achieving Critical Decision 1 (CD-1) prior to May 8, 2013 may continue to use the consensus standard cited in the DOE-approved QAP.
- (ii) New facilities and major modifications to existing facilities achieving CD-1 use American Society of Mechanical Engineers (ASME) NQA-1-2008, *Quality Assurance Requirements for Nuclear Facility Applications*, with the NQA-1a-2009, *Quality Assurance Requirements for Nuclear Facility Applications Addenda 1a* (or a later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II.

Note: where NQA-1, Part II language uses the terms “nuclear power plant” or “nuclear reactor”, these terms are considered equivalent to the term “nuclear facility.”

- (iii) Consensus standard(s) that provide an adequate level of quality assurance and meet the intent of paragraph (ii) above may be used. The QAP must document how the selected consensus standard is (or a set of consensus standards are) used, as well as how the selected consensus standard(s) is appropriate.

(2) For other activities and facilities (e.g., less than Hazard Category 3, non-nuclear, or chemically hazardous), the Contractor shall use, in whole or in part, appropriate standards. Examples of appropriate standards include:

- (i) ASME NQA-1a-2009 addenda (or later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II;
- (ii) ASME NQA-1-2000, *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II;
- (iii) American National Standards Institute (ANSI)/International Organization for Standardization (ISO)/American Society for Quality (ASQ) Q9001-2008 (or later edition), *Quality Management System - Requirements*; and
- (iv) ANSI/ASQ Z 1.13-1999 (or later edition), *Quality Guidelines for Research*.



**E.2 DOE-E-2001 Inspection and Acceptance (Oct 2014)**

Inspection and acceptance of all items under this Contract shall be accomplished by the Contracting Officer in accordance with the clauses listed in this Section. If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

**PART I – THE SCHEDULE**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

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**F.1 Clauses Incorporated by Reference – Section F**

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the force and effect of the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in Section I clause FAR 52.252-2, Clauses Incorporated by Reference, of this Contract.

| Clause Number                                      | FAR/DEAR Reference | Title  | Fill-In Information; See FAR 52.104(d) |
|--|--------------------|--|--|
| F.1.1  | 52.242-14          | Suspension of Work (Apr 1984) (Applies to FFP construction work only)                |  |
| F.1.2  | 52.242-15          | Stop-Work Order (Aug 1989) (Applies to FFP Task Orders only)                         |  |
| F.1.3  | 52.242-15          | Stop-Work Order (Aug 1989) - Alternate I (Apr 1984) (Applies to CR Task Orders only) |  |
| F.1.4  | 52.242-17          | Government Delay of Work (Apr 1984) (Applies to FFP Task Orders only)                |  |
| CR = Cost Reimbursement                            |                    | FAR = Federal Acquisition Regulation   |  |
| DEAR = Department of Energy Acquisition Regulation |                    | FFP = Firm-Fixed-Price   |  |

**F.2 DOE-F-2002 Place of Performance – Services (Oct 2014)**

The services shall be performed at various locations throughout the United States in support of the U.S. Department of Energy (DOE) including, but not limited to, sites operated by the Office of Environmental Management (EM), National Nuclear Security Administration (NNSA), Office of Naval Reactors (NR) and the Office of Science (SC). The place of performance shall be specified in each individual Task Order, and DOE reserves the right to specify additional places of performance for other DOE Offices or Federal Agencies.

**F.3 Period of Performance**

- (a) The Contract ordering period shall be 10 years from the effective date of this Contract. Issuance of Task Orders will not occur beyond the end of the Contract ordering period.
- (b) Each Task Order issued by the Contracting Officer will identify a period of performance specific to that Task Order.
- (c) Performance of all Task Orders issued before the end of the Contract ordering period shall not exceed 5 years beyond the end of the contract ordering period.
- (d) The period of performance for any individual Firm-Fixed-Price or Cost-Reimbursement Task Order shall not exceed 10 years, including any option periods.
- (e) The Transition/Task Order Implementation period shall be specified in each individual Task Order, as applicable.

**PART I – THE SCHEDULE**

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

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**G.1 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014) (Revised)**

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled, Contracting Officer's Representative, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

- (a) Assign additional work within the general scope of the contract.
- (b) Issue a change in accordance with the clause entitled, Changes.
- (c) Change the cost or price of the contract.
- (d) Change any of the terms, conditions, specifications, or services required by the contract.
- (e) Accept non-conforming work.
- (f) Waive any requirement of the contract.
- (g) Issue Task Orders.

**G.2 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)**

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this contract, and provide a copy of such designation to the contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

**G.3 DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014)**

- (a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract.
- (b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

**G.4 DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)**

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter, and shall be subject to the following procedures:

- (a) Technical correspondence. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to the DOE Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.

(b) Other Correspondence.

- (1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the CO.
  - (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent or rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the CO. Copies of all such correspondence shall be provided to the COR.
  - (3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the CO and the COR.
- (c) Information regarding correspondence addresses and contact information will be provided with each Task Order.

**G.5 DOE-G-2005 BILLING INSTRUCTIONS (Mar 2019) (Revised) (For Firm-Fixed-Price Task Orders)**

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each Task Order issued under the Master Indefinite Delivery/Indefinite Quantity (IDIQ) contract. All invoices shall be supported by a billing schedule summarized by funding source.
- (b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.
- (d) The Contractor's voucher shall include a breakdown of the percentage of cost of contract performance incurred for Contractor personnel and the cost of contract performance incurred for subcontractor personnel. This information will be utilized to monitor compliance with FAR 52.219-14, Limitations on Subcontracting, as applicable on an IDIQ contract basis.

**G.6 DOE-G-2005 BILLING INSTRUCTIONS – ALTERNATE I (Mar 2019) (Revised)**

**(For Cost-Reimbursement Task Orders)**

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each Task Order issued under the master IDIQ contract. Vouchers for payment shall be submitted timely in accordance with FAR 52.216-7(a)(1), except for earned fee payments which shall be invoiced when earned and provisional fee which shall be invoiced quarterly. All invoices shall be supported by a billing schedule summarized by funding source.

The Contractor may submit invoices for fee upon completion of the Task Order and/or receipt of the Contracting Officer's consent to submit the fee invoice. The Contractor shall notify the Contracting Officer of completion of each task. DOE will review completion criteria/end-states in Task Orders to ensure required work is accomplished, and then authorize fee payments as appropriate. Upon receipt of an acceptable invoice for fee payment, the Contracting Officer will assess the need for further adjustments as provided for elsewhere in the contract and make payments within fourteen (14) calendar days after the Contractor submits the acceptable fee invoice.

- (b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's VIPERS. VIPERS allows vendors to submit vouchers, attach supporting documentation, and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.
- (d) The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and Task Order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
- (1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:
- (A) Statement of Cost must be completed and consistent with data in the Contractor's cost accounting system.
  - (B) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
  - (C) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
  - (D) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown, and the DPLH summary completed, if applicable.
  - (E) The total fee billed, retainage amount, and available fee must be shown.

- (F) If a given Task Order includes task areas/subtasks, the Statement of Cost must include a breakdown of costs for all respective task areas/subtasks.
  - (G) Costs claimed must be summarized and broken out by cost element (e.g., Labor, Subcontracts, Other Direct Costs, etc.).
  - (H) Statement of Cost must show total amounts by current billing period, fiscal year to-date, and cumulative contract-to-date to facilitate reconciliation of invoiced costs.
  - (I) Statement of Cost must include a summary of costs by DOE Program Code, Object Class, Strategic Partnership Project (formerly known as Work for Others), Local Use number, and any other applicable/necessary funding source or accounting information.
  - (J) A breakdown of the percentage of cost of contract performance incurred for Contractor personnel and the cost of contract performance incurred for subcontractor personnel. This information will be utilized to monitor compliance with FAR 52.219-14, *Limitations on Subcontracting*, as applicable on an IDIQ contract basis.
  - (K) Detailed invoice transactions must be provided in Microsoft Excel<sup>®</sup> format as a supplemental file including labor hours from the timekeeping system, purchase card transactions, subcontract costs, etc. The detailed invoice transaction data in Excel<sup>®</sup> format shall include sufficient data fields and detail as deemed necessary by DOE to enable sorting, analyzing, and testing of invoiced costs.
- (2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:
- (A) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.
  - (B) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.
  - (C) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Contracting Officer, Administrative



Contracting Officer, or auditor approves a change in the billing rates, include a copy of the approval.

- (D) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

#### **G.7 INVOICE/PAYMENT PROCEDURES**

- (a) The Government will make interim payments to the Contractor by electronic funds transfer not later than fourteen (14) calendar days after receipt of an acceptable invoice from the Contractor.
- (b) The Contractor may submit cost invoices not more often than once every two weeks. Fee invoices will be submitted in accordance with Section G Clause entitled, *DOE-G-2005 Billing Instructions – Alternate I*.
- (c) Any defects in invoices which are discovered after interim payment shall be corrected on subsequent invoices. If the Government discovers such defects, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the defect, and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this Contract. Unless the Contractor reconciles the defect to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.
- (d) Any bases for withholding, set-off, or reduction with respect to invoices which are discovered after interim payment will be corrected on subsequent invoices. If the Government discovers such bases for withholding, set-off, or reduction, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the bases for withholding, set-off, or reduction, will specify the dollar amount of the withholding, set-off, or reduction and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this contract. Unless the Contractor reconciles the bases for withholding, set-off, or reduction to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.
- (e) Nothing in this clause shall affect the rights of either the Government or the Contractor under the Section I Prompt Payment clauses of this contract. The Government is not limited to fourteen (14) calendar days to notify the Contractor of a defective invoice, and may notify and/or initiate withholding, set-off, or reduction until final payment to the Contractor.

#### **G.8 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (Jul 2018)**

- (a) The Contracting Officer will document the Contractor's performance under this Contract (including any Task Orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information," available to authorized Government personnel seeking past performance information when evaluating proposals for award.

- (b) Contractor performance will be evaluated at least annually at the contract or task-order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business subcontracting. Past performance information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within fourteen (14) calendar days of the request.
- (c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Unique Entity ID (UEI) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and UEI number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.
- (d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

**G.9 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)**

The Government shall not exercise any supervision or control over Contractor employees performing services under this Contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

**PART I – THE SCHEDULE**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

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### **H.1. 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.

### **CONTRACTOR HUMAN RESOURCE MANAGEMENT (CHRM) CLAUSES**

### **H.2. 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.3. Definitions**

For purposes of the Section H clauses entitled, *Workforce Transition and Hiring Preferences Including through Period of Performance*, and *Workforce Transition: Plans and Timeframes*, the following definitions are applicable, unless otherwise specified:

- (a) “Contract Award Date” means the date the contract is signed by the Contracting Officer, noted in Block 28 of the SF 33, Solicitation, Offer and Award, or other authorized official written notice.
- (b) “Task Order Transition Period” means the transition as defined in Section F within each individual Task Order.
- (c) “Incumbent Contractor” will be defined in each Task Order, if applicable.
- (d) “Incumbent Employees” will be defined in each Task Order, if applicable.
- (e) “Non-Incumbent Employees” means new hires, i.e., employees other than Incumbent Employees, if applicable, who are hired by the Contractor after the Notice to Proceed.
- (f) “Notice to Proceed (NTP)” means the authorization issued by the Contracting Officer to start performance on each Task Order as referenced in Contractor Human Resources Management (CHRM) clauses.

### **H.4. Workforce Transition and Employee Hiring Preferences Including Through Period of Performance**

The Contractor and its subcontractors shall maintain and develop trained and qualified personnel to perform the work scope included in Section C, consistent with applicable law, and the terms of this Contract and each individual Task Order, including the paragraphs set forth below. Means of maintaining and developing a trained and qualified workforce may include, but are not limited to, the utilization of apprentices, interns, veterans, and summer hires.

If required by each individual Task Order, the Contractor shall also comply with the hiring preferences set forth below:

- (a) The Contractor shall provide Incumbent Employees, during the Task Order Implementation/Transition Period, preferences in hiring for vacancies for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the Performance Work Statement (PWS) under the Task Order, in accordance with the hiring preferences in paragraphs (1) and (2) below, in descending order of priority, any applicable collective bargaining agreement(s), any applicable site seniority list(s) as provided to the Contractor by the Contracting Officer, and in accordance with applicable law.
- (1) A preference in hiring for vacancies in non-managerial positions that are substantially equivalent to the position each respective Incumbent Employee held on the Task Order NTP date.
  - (2) A preference in hiring for vacancies in non-managerial positions for Incumbent Employees not hired into a substantially equivalent position in (1), but who meet the qualifications for another position.
- (b) The Contractor shall provide, throughout the Task Order period of performance, preferences in hiring for vacancies for non-managerial positions (i.e., all those below the first line of supervision), in accordance with the hiring preferences in paragraphs (1) – (4) below, in descending order of priority.
- (1) Consistent with any applicable collective bargaining agreement(s) and Site seniority lists, the Contractor shall give a preference in hiring to individuals who are former employees of the Incumbent Contractor, and who are entitled to recall rights.
  - (2) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (i) and (ii), in descending order of priority, who are eligible for the hiring preference contained in the Section I clause of this Contract entitled “DEAR 952.226-74, Displaced Employee Hiring Preference,” consistent with the provisions of any applicable Workforce Restructuring Plan and Departmental guidance on workforce restructuring, as amended from time to time, regarding the preferential hiring of employees:
    - (i) Former employees of the Incumbent Contractor or any other DOE contractor [or subcontractor of a DOE contractor] at the Task Order Place of Performance as defined in Section F of the Task Order.
    - (ii) Former employees of other DOE contractor(s) or subcontractor(s) at a DOE defense nuclear facility eligible for the hiring preference.
  - (3) The Contractor shall give a preference in hiring to individuals who (a) were formerly employed by the Incumbent Contractor at the Task Order Place of Performance as defined in Section F of the Task Order; and (b) were involuntarily separated (other than for cause) from their employment at the Task Order Place of Performance as defined in Section F of the Task Order who are not precluded from seeking employment at the Task Order Place of Performance as defined in Section F of the Task Order by the terms of employee waivers or releases of claims they executed, absent repayment of severance

consistent with the terms of those agreements; and (c) are qualified for the position or who are not qualified for a particular position, but who agree to become qualified on their own and can become qualified by the date set by the Contractor for commencement of active employment under this Contract.

The Contractor shall give a preference in hiring to individuals (a) who have separated from employment at the Task Order Place of Performance as defined in Section F of the Task Order for any reason other than for cause; (b) who are not precluded from seeking employment with a DOE or NNSA contractor by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements; and (c) who are qualified for a particular position.

#### **H.5. DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2017) (Revised)**

(a) The Contractor shall establish compensation programs consistent with any applicable labor agreement, or applicable law, provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

(b) Service Credit for Leave. For Incumbent Employees hired by the Contractor as set forth in the Task Order Section H Clause entitled, *Definitions*, the Contractor shall carry over the length of service credit for purposes of determining rates of accruing leave for these employees as required by and consistent with applicable law.

(c) Service Credit for Fringe Benefits Other Than Leave. Service credit for all individuals hired by the Contractor shall be applied consistent with any applicable law, and the terms of the applicable benefit plan(s). Service credit for purposes of severance pay is subject to H Clause entitled, *DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2014)*.

(d) Allowable Salary for Key Personnel, if required: Within 20 days after Task Order NTP, or as identified by the CO, the Contractor will submit DOE Form 3220.5, "Application for Contractor Compensation Approval," to the CO for each key personnel position listed in the Task Order for a determination of cost allowability for reimbursement under the Contract or Task Order. To support a reasonableness determination, the contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO.

#### **H.6. DOE-H-2028 Labor Relations (Oct 2014) (Revised)**

(a) The Contractor shall respect the right of employees to be free from discrimination in the workplace, including, but not limited to, discrimination within the meaning of the Age Discrimination in Employment Act of 1967, as amended, and to organize, form, join, or assist labor organizations; bargain collectively through their chosen labor representatives; 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 laws.

(b) Consistent with applicable labor laws and regulations, for work currently performed by



members of the an existing bargaining unit the Contractor agrees to initially consult with the existing bargaining unit representative(s) regarding the initial terms and conditions of employment and to recognize it as the collective bargaining representative(s) for employees performing work 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 Place of Performance as defined in Section F of each individual Task Order.

- (c) The Contractor shall submit its economic bargaining parameters for which DOE reimburses costs to, and obtain the approval of, the CO regarding allowability of the costs, and compliance with the terms and conditions of the Contract, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining negotiations, the Contractor shall notify, and obtain the approval of, the CO before submitting or agreeing to any collective bargaining proposal that increases or may increase allowable costs above those previously approved in the economic bargaining parameters, or that could involve changes in any pension or other benefit plans, and such other items of special interest to DOE as are identified by the CO. The approval of the economic bargaining parameters by the CO under this paragraph does not waive any other terms and conditions of the Contract.
- (d) The Contractor will 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, DEAR Subpart 970.2201-1, and all applicable Federal and state labor relations laws.
- (e) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract or specific Task Order contain provisions designed to assure no disruption in services during the performance of the Contract. All such agreements entered into during the Contract/Task Order period of performance should, to the extent that the parties to those collective bargaining agreements agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (e) in any subcontracts.
- (f) In addition to FAR 52.222-1, Notice to the Government of Labor Disputes, and other requirements in the contract, the Contractor shall immediately notify the CO or designee of all labor relations issues and matters of interest, including, but not limited to, organizing initiatives, unfair labor practice charges or complaints, work stoppages, picketing, labor arbitrations, National Labor Relations Board charges, legal or judicial proceedings, and settlement agreements and will furnish such additional information as may be required from time to time by the CO.
- (g) The Contractor shall immediately notify the CO or designee of any planned or actual strike or work stoppage involving its employees or employees of a subcontractor.

- (h) The Contractor shall provide the CO or designee a copy of all arbitration decisions issued by an arbitrator within one week of receipt of the decision.
- (i) The Contractor shall provide the CO or designee with a “Report of Settlement” after ratification of a collective bargaining agreement by accessing and inputting the information into the Labor Relations module of DOE’s iBenefits reporting system, or its successor system, during the next open quarter. Such information shall include negotiated wages, pension, medical and other benefits costs, and a copy of the collective bargaining agreement and any subsequent modifications.
- (j) The Contractor shall provide to the CO or designee a semi-annual report on grievances for which further judicial or administrative proceedings are anticipated, and all final step grievances. The Contractor shall immediately provide information on all arbitration requests. The reports are due June 30 and December 31, of each year, and should include the following information:
  - 1. List of all final step grievances filed during the previous six-month period and grievances for which further judicial or administrative proceedings are anticipated, together with the dates filed;
  - 2. A brief description of issues regarding each grievance;
  - 3. If settled, the date of settlement, and terms of the settlement. If a denial is made at the final step and the period for requesting arbitration passes, report the matter as closed;
  - 4. If not settled during the six-month reporting period, carry the item over to the subsequent six-month reporting periods until settlement, request for arbitration, closure, or other proceeding occurs.

#### **H.7. Labor Standards**

- (a) The CO will determine the appropriate labor standards that apply to specific work activities in accordance with the Wage Rate Requirements (Construction) statute (formerly known as the Davis-Bacon Act), the Service Contract Labor Standards (SCLS) statute (formerly known as the Service Contract Act of 1965 [SCA]), or other applicable Federal labor standards law. Prior to the start of any proposed work activities, the Contractor shall request a labor standards determination from the CO for specific work activities by submitting proposed work packages that describe the specific activities to be performed for particular work and other information as necessary for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work. Once a determination is made and provided to the Contractor, the Contractor shall comply with the determination and shall ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable subcontracts.
- (b) The Contractor shall comply, and shall be responsible for compliance by any subcontractor, with the Wage Rate Requirements (Construction), SCLS, or other applicable labor standards law. The Contractor shall conduct such payroll and job-site reviews for construction work,

including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE. When performing work subject to the Wage Rate Requirements (Construction), the Contractor shall maintain payroll records for a period of three years, from completion of the Contract/Task Order, for laborers and mechanics performing the work. In accordance with FAR 52.222-41(g), the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and WH 1313, *Employee Rights on Government Contracts*.

- (c) For subcontracts determined to be subject to the SCLS, the Contractor will prepare Standard Form 98 (e98), *Notice of Intention to Make a Service Contract and Response Notice*. This form is available on the Department of Labor website at: <http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp>. The form shall be submitted to the CO.
- (d) In addition to any other requirements in the Contract, the Contractor shall as soon as possible notify the CO of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from contractor or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR Parts 4, 6, and 8 and as defined in FAR 52.222-41(t); disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract or a subcontract. The Contractor shall furnish such additional information as may be required from time to time by the CO.
- (e) The Contractor shall prepare and submit to the CO the Office of Management and Budget (OMB) Control Number: 1910-5165, *Semi-Annual Davis-Bacon Enforcement Report*, by April 21 and October 21 of each year. Form submittal will be administered through the DOE iBenefits system or its successor system.

## **H.8. Workforce Restructuring**

- (a) The Contractor shall regularly analyze workforce requirements and will develop appropriate workforce restructuring strategies to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.
- (b) When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring in a manner consistent with the DOE General Workforce Restructuring Plan, if applicable, in effect for the facility or site. The General Plan lays out how contractor workforce restructuring will be conducted at the applicable site in a manner that is consistent with DOE policy.
- (c) The Contractor is only required to provide notification of Self-Select Voluntary Separation Programs (SSVSP) of 100 or more if consistent with the following parameters: 1) in accordance with approved laboratory and contractor policies and contract requirements; 2) no enhanced benefits (severance or pension); 3) no backfilling or re-employment of employees for a one-year period after severance is paid; 4) business case submitted 5 business days in advance of

notification date that includes maximum number of voluntary separations, maximum dollars, positions/skills impacted; reasons separations are needed, including how conducting a SSVSP will better position the contractor to conduct the mission work; copies of the self-select application and any employee waivers or releases of claims, and a communication plan; and 5) voluntary separations offered to employees in a non-discriminatory and legally compliant manner. There is no backfilling where a separating employee is replaced by an internal candidate so long as:

- (i) The separating employee is leaving voluntarily;
  - (ii) The internal replacement is a regular, permanent employee on the contractor's payroll, not a temporary hire, staff augmentee, or someone serving under a post-doctoral program, or other short-term program;
  - (iii) The replacement results in a net reduction in headcount and costs of regular employees; and
  - (iv) The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.
- (d) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Program, at any DOE or NNSA site, during the one-year period following the separation. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Program.
- (e) The Contractor must prepare and submit to the Contracting Officer a specific workforce restructuring plan (Specific Plan), as described below in paragraph (e), if the Contractor intends to reduce its workforce by 100 or more employees through an involuntary separation action within a rolling 12-month period.
- (f) The Contractor's Specific Plan shall lay out how the Contractor will conduct its workforce restructuring action at the site. The Contractor's Specific Plan for reducing 100 or more employees through an involuntary separation action shall be submitted to the Contracting Officer for approval at least 30 days in advance of the first communication planned to be given to the employees and public. Any other Specific Plans must be submitted just in advance of the first communication planned to be given to the employees and public. The templates for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at:
- <http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant>
- (g) Pay-in-lieu of notice beyond two work-weeks requires written advance Contracting Officer approval. The Contractor shall submit the request to the Contracting Officer as part of the Workforce Restructuring package submitted for approval in (e) above, and include the number of days of pay-in-lieu of notice requested, above two work-weeks, a detailed business justification, and the associated costs.

(h) The Contractor is encouraged to consider the use of employee waivers and releases. DOE has developed a model waiver and release of claims. The forms are available on line at the website set forth in (e) above. Any deviation from the models must be approved by the Contracting Officer.

(i) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) as part of its determination to undertake involuntary separation action(s). A copy of the diversity analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period shall be submitted to the Contracting Officer and DOE or National Nuclear Security Administration (NNSA) site counsel, as applicable, prior to notification of employees selected for involuntary separation.

(j) The Contracting Officer will review and approve any Specific Plan or diversity analysis submitted for review affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any Specific Plan or diversity analysis, the Contractor will respond to such request within 3 business days.

(k) The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions.

Questions of cost allowability related to: a) any SSVSPs for which the Contractor provides only notification, or b) any involuntary separation program(s) conducted without Contracting Officer approval will be resolved consistently with applicable laws and regulations and with the terms and conditions of this contract, including, but not limited to, Department of Energy Acquisition Regulation (DEAR) at 48 C.F.R. 952.23171(f).

## **DOE CORPORATE CLAUSES OTHER THAN CHRM OR BUSINESS SYSTEMS**

### **H.9. DOE-H-2014 Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties (Oct 2014) (Revised)**

- (a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this Contract.
- (b) Liability and responsibility for fines or penalties and associated costs arising from or related to violations of environmental 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 safety, health or quality requirements shall be borne by the party that caused the violation(s). This clause resolves liability for fines and penalties though the cognizant regulatory authority may assess such fines or penalties upon

either party or both parties without regard to the allocation of responsibility or liability under this contract. The allocation of liability for such fine or penalty is effective regardless of which party signs permit application, manifest, reports or other required documents, is assessed a fine or penalty, is a permittee, or is named subject of an enforcement action.

- (c) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOV/NOAVs and fine and penalties. DOE may participate in all negotiations with regulatory agencies regarding permits, fines, penalties, and any other proposed notice, notice, administrative order, and any similar type of notice as described in paragraphs (a) and (b) above. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.
- (d) The Contractor shall notify DOE promptly when it receives service from the regulators of NOV/NOAVs and fines and penalties.

#### **H.10. DOE-H-2016 Performance Guarantee Agreement (Oct 2014)**

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the Contract in Section L, Attachment L-1. 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 CO.

#### **H.11. DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014) (Revised)**

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in Section L, Attachment L-1 entitled, *Performance Guarantee Agreement*. The individual signing the *Performance Guarantee Agreement* for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues. The parent companies shall proactively support the Responsible Corporate Official to ensure adverse contract performance issues are avoided, identified, and/or resolved in a timely manner. The Responsible Corporate Official shall promptly notify the DOE Contracting Officer of the corrective actions (both taken and planned) to address the adverse contract performance.

Responsible Corporate Official:

Name: \_\_\_\_\_ Mark Gragg \_\_\_\_\_  
Position: \_\_\_\_\_ General Manager \_\_\_\_\_  
Company/Organization: \_\_\_\_\_ A2RGC, LLC \_\_\_\_\_  
Address: \_\_\_\_\_ 663 Emory Valley Rd Ste C, Oak Ridge TN 37830-7762 \_\_\_\_\_  
Phone: \_\_\_\_\_ 214-392-1357 \_\_\_\_\_  
Facsimile: \_\_\_\_\_ N/A \_\_\_\_\_  
Email: \_\_\_\_\_ mark.gragg@aleutfederal.com \_\_\_\_\_

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

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

Corporate Board of Directors: [Offeror Fill-In]

Name: \_\_\_\_\_ Kirste Webb \_\_\_\_\_  
Position: \_\_\_\_\_ Director of Growth \_\_\_\_\_  
Company/Organization: \_\_\_\_\_ Aleut Federal LLC \_\_\_\_\_  
Address: \_\_\_\_\_ 663 Emory Valley Rd Ste C, Oak Ridge, TN 37830 \_\_\_\_\_  
Phone: \_\_\_\_\_ 865-257-1490 \_\_\_\_\_  
Facsimile: \_\_\_\_\_ N/A \_\_\_\_\_  
Email: \_\_\_\_\_ kirste.webb@aleutfederal.com \_\_\_\_\_

Name: \_\_\_\_\_ Mark Gragg \_\_\_\_\_  
Position: \_\_\_\_\_ General Manager \_\_\_\_\_  
Company/Organization: \_\_\_\_\_ Aleut Federal LLC \_\_\_\_\_  
Address: \_\_\_\_\_ 663 Emory Valley Rd Ste C, Oak Ridge, TN 37830 \_\_\_\_\_  
Phone: \_\_\_\_\_ 214-392-1357 \_\_\_\_\_  
Email: \_\_\_\_\_ mark.gragg@aleutfederal.com \_\_\_\_\_

Name: \_\_\_\_\_ Eric Nesbitt \_\_\_\_\_  
Position: \_\_\_\_\_ Senior Principal \_\_\_\_\_  
Company/Organization: \_\_\_\_\_ Geosyntec Consultants Inc \_\_\_\_\_  
Address: \_\_\_\_\_ 2501 Blue Ridge Road #430 Raleigh, NC 27607 \_\_\_\_\_  
Phone: \_\_\_\_\_ 9198700576 \_\_\_\_\_  
Facsimile: \_\_\_\_\_ N/A \_\_\_\_\_  
Email: \_\_\_\_\_ enesbit@geosyntac.com \_\_\_\_\_

Name: \_\_\_\_\_ Don Goebel \_\_\_\_\_  
Position: \_\_\_\_\_ Senior Principal \_\_\_\_\_  
Company/Organization: \_\_\_\_\_ Geosyntec Consultants Inc \_\_\_\_\_  
Address: \_\_\_\_\_ 180 A Market Place Blvd. Knoxville, TN 37922 \_\_\_\_\_  
Phone: \_\_\_\_\_ 8653300037 \_\_\_\_\_  
Facsimile: \_\_\_\_\_ N/A \_\_\_\_\_  
Email: \_\_\_\_\_ dgoebel@geosyntec.com \_\_\_\_\_

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

The Responsible Corporate Official and Corporate Board of Directors shall be engaged and accountable for performance of the contract scope and the highest standard of business integrity through the Contractor's robust performance assurance system in accordance with DOE Order 226.1B *Implementation of Department of Energy Oversight Policy* and the Section H clause entitled *Contractor Assurance System*. The Responsible Corporate Official through the Contractor shall submit to the Contracting Officer a quarterly report using appropriate corporate metrics for DOE review. The quarterly report shall be risk-informed and a credible self-assessment that includes individual project performance, technical solutions, as needed, and appropriate coverage of potentially high consequence activities under the contract, including work of subcontractors. The annual Contractor Performance Assessment Reporting System (CPARS) evaluation shall consider the execution of the requirements of this clause, including the Contractor's performance managing its subcontractors.



**H.12. DOE-H-2018 Privacy Act Systems of Records (Oct 2014) (Revised)**

The Contractor shall adopt or recommend the amendment of the following systems of records on individuals to accomplish an agency function pursuant to the Section I clause FAR 52.224-2 entitled, *Privacy Act*.

| DOE Privacy Act System No. | DOE Privacy Act System Description [Tailor/update list as necessary in coordination with Federal records personnel] |
|----------------------------|---|
| DOE-3                      | Employee Concerns Program Records   |
| DOE-5                      | Personnel Records of Former Contractor Employees (Includes All Former Workers)                                      |
| DOE-10                     | Energy Employees Occupational Illness Compensation Program Act Files  |
| DOE-11                     | Emergency Operations Notification Call List   |
| DOE-14                     | Report of Compensation  |
| DOE-15                     | Intelligence-Related Access Authorization   |
| DOE-18                     | Financial Accounting System   |
| DOE-23                     | Property Accountability System  |
| DOE-26                     | Official Travel Records   |
| DOE-28                     | General Training Records  |
| DOE-31                     | Firearms Qualification Records  |
| DOE-33                     | Personnel Medical Records (Present and Former DOE Employees and Contractor Employees)                               |
| DOE-34                     | Employee Assistance Program (EAP) Records   |
| DOE-35                     | Personnel Radiation Exposure Records  |
| DOE-38                     | Occupational and Industrial Accident Records  |
| DOE-41                     | Legal Files (Claims, Litigation, Criminal Violations, Patents, and Others)  |
| DOE-43                     | Personnel Security Clearance Files  |
| DOE-48                     | Security Education and/or Infraction Reports  |
| 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-53                     | Access Authorization for ADP Equipment  |
| DOE-63                     | Personal Identity Verification (PIV) Files  |
| DOE-88                     | Epidemiologic and Other Health Studies, Surveys, and Surveillances  |

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 CO as soon as the discrepancy is

discovered. The Contractor shall monitor the identified systems and notify the CO 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 CO, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the Contractor and the CO, in consultation with the local Privacy Act Officer 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 entitled, *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.

FAR 52.224-1 entitled, *Privacy Act Notification*, FAR 52.224-2 entitled, *Privacy Act*, and FAR 52.224-3 entitled, *Privacy Training* are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of records, 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 clause identifying system of records DOE-33, *Personnel Medical Records*, along with language on records turnover when employees terminate. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.

### **H.13. DOE-H-2019 Disposition of Intellectual Property – Failure to Complete Contract (Jul 2018)**

The following provisions shall apply in the event the Contractor does not complete Contract performance for any reason:

- (a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for of the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause DEAR 970.5227-1 *Rights in Data- Facilities*. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.

- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

#### **H.14. DOE-H-2021 Work Stoppage and Shutdown Authorization (Oct 2014) (Revised)**

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in 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, an activity that could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue, or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, 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 (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect 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(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.
- (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 CO.

- (d) 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 CO” in all subcontracts.

#### **H.15. DOE-H-2033 Alternative Dispute Resolution (Oct 2014)**

- (a) 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 entitled, *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 as 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 CO, and the CO 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 CO 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 CO’s final decision under the clause at FAR 52.233-1 entitled, *Disputes*, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the CO’s final decision and does not constitute reconsideration of the final decision.

- (e) If the CO rejects the Contractor's request for ADR proceedings, the CO 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 CO's request to use ADR procedures, the Contractor shall provide the CO with the reasons for rejecting the request.

**H.16. DOE-H-2034 Contractor Interface with Other Contractors and/or Government Employees (Oct 2014) (Revised)**

The Government may award contracts to other contractors for work to be performed at a DOE-owned or DOE-controlled site or facility. The Contractor shall cooperate fully with all other onsite DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the CO or a duly authorized representative. The Contractor shall not commit any act which will interfere with the performance of work by any other contractor or by a Government employee and seek CO direction if there is an unresolved conflict.

**H.17. DOE-H-2035 Organizational Conflict of Interest Management Plan (Oct 2014) (Revised)**

Within 15 days after the NTP, the Contractor shall submit to the CO 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 entitled, *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 CO. The resolution of potential or actual conflicts of interest that exist or may arise during contract performance shall be documented as part of the Plan.
- (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 CO for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering

all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.

- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

#### **H.18. DOE-H-2041 Sustainable Acquisition Under DOE Service Contracts (Oct 2014)**

(a) Pursuant to Executive Order 13990, Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis 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 Water Sense Labeled Products).

(b) The Contractor should become familiar with these information resources:

- (1) Recycled Products are described at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- (2) Biobased Products are described at <https://www.biopreferred.gov/BioPreferred/>
- (3) Energy efficient products are described at <https://www.energystar.gov/products> for Energy Star products.
- (4) FEMP designated products are described at <https://www.energy.gov/eere/femp/energy-efficient-products-and-energy-saving-technologies>
- (5) Environmentally Preferable Computers are described at <https://www.epeat.net>
- (6) Non-Ozone Depleting Alternative Products are described at <https://www.epa.gov/ozone-layer-protection>
- (7) Water efficient plumbing fixtures are described at <https://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.19. DOE-H-2043 Assignment and Transfer of Prime Contracts and Subcontracts (Oct 2014) (Revised)**

- (a) Assignment and Transfer of other DOE Prime Contracts. During the period of performance (POP) of this Contract it may become necessary for the DOE to transfer and assign existing or future DOE prime contracts in whole or in part supporting site work to this Contract. The Contractor shall accept the transfers and assignments of contracts. Transfer and assignment of prime contracts to the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.
- (b) Assignment and Transfer of this Prime Contract. During the POP of this Contract it may become necessary for the DOE to transfer and assign in whole or in part this Contract to another DOE contractor. The Contractor shall accept the transfers and assignment. Transfer and assignment, if any, will be for administration purposes, and once transferred, will become a subcontract to the assignee. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.
- (c) Transfer and Assignment of Subcontracts. The Contractor agrees to transfer and assign or accept transfer and assignment of existing subcontracts including lower-tier subcontracts as determined necessary by DOE for continuity of operations. The transfer and assignment may be to or from another contractor or to or from DOE as a prime contractor. Transfer or assignment of subcontracts to or from the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. 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 CO in writing. This Clause is required as a flow-down clause in all subcontracts.

**H.20 DOE-H-2045 Contractor Community Commitment (Oct 2014) (Revised)**

- (a) On a Task Order basis, the Contractor shall submit to DOE an annual plan for community commitment activities and report on program progress semi-annually for the duration of the Task Order period of performance.
- (b) The Contractor's annual plan for community commitment activities will identify those meaningful actions and activities that it intends to implement within the surrounding counties and local municipalities. The Contractor may engage in any community actions or activities it determines meets the objectives of DOE's community commitment policy. It is the policy of the DOE to be a

constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above. Actions and activities in the areas listed below are representative of the areas in which the Contractor may choose to perform. However, the list is not all-inclusive and is not intended to preclude the Contractor from initiating and performing other constructive community activities nor involvement in charitable endeavors it deems worthwhile.

- (1) Regional educational outreach programs. The objectives of these programs include teacher enhancement, student support, curriculum enhancement, educational technology, public understanding, and providing the services of contractor employees to schools, colleges, and universities. Regional educational outreach programs could involve providing contractor employees the opportunity to improve their employment skills and opportunities by an educational assistance allowance, provision for outside training programs either during or outside regular work hours, or executive training programs for non-executive employees. This could also involve participating in activities that foster relationships with regional educational institutions and other institutions of higher learning, or encouraging students to pursue science, engineering, and technology careers.
- (2) Regional purchasing programs. The Contractor may conduct business alliances with regional vendors. These alliances may include training and mentoring programs to enable regional vendors to compete effectively for subcontracts and purchase orders and/or assistance with the development of business systems (accounting, budget, payroll, property, etc.), to enable regional vendors to meet the audit and reporting requirements of the Contractor and DOE. These alliances may also serve to encourage the formation of regional trade associations, which will better enable regional businesses to satisfy the Contractor's needs.

The Contractor may coordinate and cooperate with the Chambers of Commerce, Small Business Development Centers, and like organizations, and make prospective regional vendors aware of any assistance that may be available from these entities. DOE encourages the use of regional vendors in fulfilling contract requirements.

- (3) Community support. The Contractor may directly sponsor specific local community activities or sponsor individual employees to work with a specific local community activity. The Contractor may provide support and assistance to community service organizations. The Contractor may support strategic partnerships with professional and scientific organizations to enhance recruitment into all levels of its organization.
- (c) The Contractor may use fee dollars to pay for its community commitment actions, as it deems appropriate. All costs to be incurred by the Contractor for community commitment actions and activities are unallowable and non-reimbursable under the contract.
  - (d) The Contractor shall encourage its subcontractors, at all tiers, to participate in these activities.



### **H.21. DOE-H-2046 Diversity Program (Oct 2014)**

- (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 shall be submitted to the CO for approval within 30 calendar days after the NTP. Once the diversity plan is approved by the CO, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the CO.
- (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 that demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse workforce. The diversity program shall also address, at a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's workforce; (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-4 entitled, *Contract Deliverables*. 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 CO's approval.

### **H.22. DOE-H-2049 Insurance Requirements (Oct 2014)**

- (a) In accordance with the clause FAR 52.228-5, *Insurance – Work on a Government Installation*, DEAR 952.231-71, *Insurance-Litigation and Claims* (Jul 2013 and FAR 52.228-7, *Insurance - Liability to Third Persons* (Mar 1996), the following types and minimum amounts of insurance shall be maintained by the Contractor:
  - (1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.
  - (2) Employer's liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).
  - (3) Comprehensive bodily injury liability - \$500,000.
  - (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
  - (5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.
  - (6) Comprehensive automobile property damage - \$20,000 per occurrence.

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

**H.23. DOE-H-2052 Representations, Certifications, and Other Statements of the Offeror (Oct 2014) (Revised)**

The Contractor's Representations, Certifications, and Other Statements, dated June 19, 2023 made in response to Solicitation No. 89303322REM000112 are hereby incorporated into the contract.

**H.24. DOE-H-2053 Worker Safety and Health Program in Accordance with 10 CFR 851 (Oct 2014)**

- (a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, *Worker Safety and Health Program*, and any applicable DOE Directives incorporated into the Contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.
- (b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work, and interface with other DOE contractors.
- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.
- (d) The CO may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).
- (e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the CO may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the CO may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The

Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.

- (f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.
- (g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

**H.25. DOE-H-2057 Department Of Labor Wage Determinations – Alternate I (Oct 2014)**

The Contractor's performance under each individual Task and/or Delivery Order issued pursuant to this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment J-3, of each individual Task and/or Delivery Order, and the clause at FAR 52.222-42, *Statement of Equivalent Rates for Federal Hires*.

**H.26. DOE-H-2058 Designation and Consent of Teaming Subcontracts – Alternate I (Oct 2014) (Revised)**

- (a) The following subcontractors have been determined to be Teaming Subcontractors:

Professional Project Services, Inc

Cabrera Services, Inc

VNS Federal Services, LLC

ISO-Pacific Remediation Technologies, Inc

Northwind Engineering, LLC

- (b) In the event that the Contractor plans either to award or use a new Teaming Subcontractor or replace an existing, approved Teaming Subcontractor identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.
- (c) In the event that the Contractor proposes to use a new, or replace, one or more of the approved Teaming Subcontractors identified in paragraph (a) above in performance of an individual Task Order, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer for the Task Order and will not be delegated. The requirements of this paragraph (c) apply when the Contractor proposes the use of a new Teaming Subcontractor either prior to or subsequent to the award of the individual Task Order. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed Teaming Subcontractor and any other information requested by the cognizant Contracting Officer. Consent may be provided on a

one time basis only and should not be construed as authorizing the use of the new Teaming Subcontractor on future Task Orders.

**H.27. DOE-H-2059 Preservation of Antiquities, Wildlife, and Land Areas (Oct 2014)**

- (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 Contracting 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.28. DOE-H-2061 Change Order Accounting (Oct 2014)**

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

**H.29. DOE-H-2063 Confidentiality of Information (Feb 2022) (Revised)**

- (a) Performance of work under this Contract may result in the Contractor having access to Controlled Unclassified Information (CUI), including Official Use Only (OUO) information, via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such CUI 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 CO.
- (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 CO.
- (d) Upon request of the CO, the Contractor agrees to execute an agreement with any party which provides CUI to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of CUI obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the CO for approval.
- (e) Upon request of the CO, 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.30. DOE-H-2064 Use of Information Technology Equipment, Software, and Third Party Services - Alternate I (Oct 2014)**

- (a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the

equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.

- (b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.
- (c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.
- (d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.
- (e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.
- (f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.
- (g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified in Section J, Attachment J-2, 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.

### **H.31. DOE-H-2068 Conference Management (Oct 2014)**

The Contractor agrees that:

- (a) The Contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the Contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- (b) For the purposes of this clause, "conference" is defined in Attachment 2 to the Deputy Secretary's memorandum of August 17, 2015, entitled *Updated Guidance on Conference-Related Activities and Spending*.
- (c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
  - (1) The Contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:

- (i) Covers participation costs in a conference for specified individuals (e.g., students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference); or
  - (ii) Purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
- (2) The Contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
- (d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
- (e) The Contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:
- (1) Conference title, description, and date;
  - (2) Location and venue;
  - (3) Description of any unusual expenses (e.g., promotional items);
  - (4) Description of contracting procedures used (e.g., competition for space/support);
  - (5) Costs for space, food/beverages, audio visual, travel / per diem, registration costs, recovered costs (e.g., through exhibit fees); and
  - (6) Number of attendees.
- (f) The Contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the CO.
- (g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the CO.
- (1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/trademarks to promote a conference. Exceptions include instances where DOE:
    - (i) Covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference); or

- (ii) Purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space) or provides funding to the conference planners through Federal grants.
- (2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
- (3) The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- (h) For non-Contractor sponsored conferences, the Contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
  - (1) Track all conference expenses; and
  - (2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
- (i) Contractors are not required to enter information on non-sponsored conferences in DOE's Conference Management Tool.
- (j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

**H.32. DOE-H-2069 Payments for Domestic Extended Personnel Assignments (Oct 2014) (Revised)**

- (a) Definition. For purposes of this clause, "domestic extended personnel assignments" are defined as any assignment of contractor personnel to a domestic location different than (and more than 50 miles from) their permanent duty station for a period expected to exceed 30 consecutive calendar days.
- (b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:
  - (1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:
    - (i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of



the Federal per diem rate at the assignment location. The intervening days' lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.

(ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at a rate not to exceed 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at a reduced rate, not to exceed 55% of Federal per diem.

(iii) Receipts are required to substantiate all lodging expenses and any other authorized expense greater than \$75.

(2) The Government will not reimburse any costs associated with per diem (except for en route travel) unless the contractor employee maintains a residence at the permanent duty station.

(3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after three (3) years (except for the reimbursements described above during the last 30 days of the assignment).

(4) If an assignment has breaks within a three-year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three-year clock. For instance, if a contractor employee completes a two-year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new two-year assignment back to location A will restart the three-year clock. The assignments will be considered two separate two-year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was for six months, the Government would consider the second assignment to be a continuation of the first for purposes of the three-year rule.

(5) The Government will not reimburse costs associated with salary premiums that exceed 10% of base salary.

(6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

**H.33. DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)**

(a) Pursuant to the clause DEAR 952.215-70 entitled, *Key Personnel*, the required key personnel for this Contract are identified below (Table H-1):

**Table H-1. Key Personnel**

| Name                                     | Position                                 |
|--|--|
| To be designated at the Task Order Level | To be designated at the Task Order Level |

In addition to the requirement for the CO's approval before removing, replacing, or diverting any of the listed key personnel, the CO's approval is also required for any change to the position assignment of a current key person.

- (1) Key personnel team requirements. The CO and designated COR(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be assigned full-time to their respective positions and their permanent duty station to be designated at the Task Order level or within the local area of the site at which the work is to be performed. The Contractor shall notify the CO and request approval in writing at least 60 days in advance of any changes to key personnel.
  - (2) No key person position shall remain vacant for a period more than 30 days following CO approval of a change in key personnel, or the Contractor will be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated
  - (3) Approval of changes to key personnel is at the unilateral discretion of the CO.
- (b) Definitions. In addition to the definitions contained in the clause DEAR 952.215-70, the following shall apply:
- (1) Key personnel are considered "managerial personnel" under the clause DEAR 952.231-71 entitled, *Insurance – Litigation and Claims*.
  - (2) 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 beyond 30 working days; or (iii) assigning a current key person for work outside the Contract.
  - (3) For the purposes of this Clause, "Beyond the Contractor's Control," is defined as an event for which the Contractor lacked legal authority or ability to prevent "Changes to Key Personnel."
- (c) Contract fee reductions for changes to Key Personnel.
- Any key person changes according to the definition for "Changes to Key Personnel" above shall be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated.
- (1) Notwithstanding the approval by the CO, any time the Program Manager is removed, replaced, or diverted within the [duration determined at the Task Order level] of being placed in the position, the earned fee under the Contract may be permanently reduced by \$50,000 for each and every such occurrence. A change to a key person "Beyond the Contractor's Control" shall not result in a permanent reduction of fee under this subsection.

- (2) Notwithstanding the approval by the CO, any time a key person other than the Program Manager is removed, replaced, or diverted within three years of being placed in the position, the earned fee may be permanently reduced by \$25,000 for each and every such occurrence. A change to a key person, other than the Program Manager, "Beyond the Contractor's Control" shall not result in a permanent reduction of fee under this subsection.
- (3) The Contractor may request in writing that the CO consider waiving all or part of a reduction in earned fee. Such written request shall include the Contractor's basis for the removal, replacement, or diversion of any key personnel. The CO shall have the unilateral discretion to make the determination to waive all or part of the reduction in earned fee.

#### **H.34. 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-2.
- (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 changes clauses in Section I of this contract.
- (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.35. DOE-H-2072 Use of Government Vehicles by Contractor Employees (Oct 2014)**

- (a) The Government will provide Government-owned and/or Government-leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clause FAR 52.245-1 entitled, *Government Property* and FAR 52.251-2 entitled, *Interagency Fleet Management System Vehicles and Related Services*.
- (b) The Contractor shall ensure that its employees use and operate Government-owned and/or Government-leased motor vehicles in a responsible and safe manner to include the following requirements:
  - (1) Use vehicles only for official purposes and solely in the performance of the Contract.
  - (2) Do not use vehicles for transportation between an employee's residence and place of employment, unless authorized by the CO.
  - (3) Comply with Federal, state and local laws and regulations for the operation of motor vehicles.
  - (4) Possess a valid state, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.
  - (5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.
  - (6) Use seat belts while operating or riding in a Government vehicle.
  - (7) Do not use tobacco products while operating or riding in a Government vehicle.
  - (8) Do not provide transportation to strangers or hitchhikers.
  - (9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause FAR 52.223-18 entitled, *Encouraging Contractor Policies to Ban Text Messaging While Driving*.
  - (10) In the event of an accident, provide information as may be required by state, county or municipal authorities and as directed by the CO.
- (c) The Contractor shall:
  - (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and
  - (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.
- (d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or Government-leased vehicles are to be provided for use by subcontractor employees.

### **H.36 DOE-H-2073 Risk Management and Insurance Programs**

Contractor officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE-funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the contractor has established separate operating business units.

(a) Basic Requirements

- (1) Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the Contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the Contract. Types of insurance include automobile, general liability, and other third-party liability insurance. Other forms of coverage must be justified as necessary in the operation of the Department facility and/or the performance of the Contract, and approved by the DOE.
- (2) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (see DEAR 950.5070 entitled, *Indemnification* and DEAR 950.70 entitled, *Nuclear Indemnification of DOE Contractors*).
- (3) Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307 entitled, *Insurance Under Cost Reimbursement Contracts*, FAR 31.205-19 entitled, *Insurance and Indemnification*, DEAR 931.205-19 entitled, *Insurance and Indemnification*, and DEAR 970.3102-05-19, entitled, *Insurance and Indemnification*.
- (4) Demonstrate that the insurance program is being conducted in the Government's best interest and at a reasonable cost.
- (5) The Contractor shall submit copies of all insurance policies or insurance arrangements to the Contracting Officer no later than 30 days after the purchase date.
- (6) When purchasing commercial insurance, the Contractor shall use a competitive process to ensure costs are reasonable.
- (7) Ensure self-insurance programs include the following elements:
  - (i) Compliance with criteria set forth in FAR 28.308 entitled, *Self-Insurance*. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention, such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The self-insured retention components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.

- (ii) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
- (iii) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.
- (iv) Accounting of self-insurance charges.
- (v) Accrual of self-insurance reserve. The Contracting Officer's approval is required and predicated upon the following:
  - A. The claims reserve shall be held in a special fund or interest bearing account.
  - B. Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
  - C. Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer review.
  - D. Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.
- (8) Separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges to the DOE contract.
- (9) Comply with the Contracting Officer's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.
- (b) Plan Experience Reporting. The Contractor shall:
  - (1) Provide the Contracting Officer with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:
    - (i) The amount paid for each claim.
    - (ii) The amount reserved for each claim.
    - (iii) The direct expenses related to each claim.
    - (iv) A summary for the year showing total number of claims.
    - (v) A total amount for claims paid.
    - (vi) A total amount reserved for claims.
    - (vii) The total amount of direct expenses.
  - (2) Provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during

the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).

- (3) Provide additional claim financial experience data as may be requested on a case-by-case basis.
- (c) Terminating Operations. The Contractor shall:
- (1) Ensure protection of the Government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating;
  - (2) Identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer; and
  - (3) Reach agreement with DOE on the handling and settlement of claims incurred but not reported at the time of contract termination; otherwise, the Contractor shall retain this liability.
- (d) Successor Contractor or Insurance Policy Cancellation. The Contractor shall:
- (1) Obtain the written approval of the contracting officer for any change in program direction; and
  - (2) Ensure insurance coverage replacement is maintained as required and/or approved by the contracting officer.

### **H.37 DOE-H-2075 Prohibition on Funding For Certain Nondisclosure Agreements (Oct 2014)**

The Contractor agrees that:

- (a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this Contract if such policies, forms or agreements do not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling."
- (b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

- (c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

**H.38. DOE-H-2076 Lobbying Restrictions (Nov 2018)**

In accordance with 18 U.S.C. § 1913, 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. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**H.39. DOE-H-2080 Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Apr 2018)**

- (a) Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in fee; termination for default; and suspension or debarment.
- (c) Subcontracts.
- (1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.
  - (2) The Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.



- (3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

#### **H.40. DOE-H-2083 Safety Culture (Feb 2022)**

The Contractor shall promote a strong safety culture which encourages safe performance of work and involvement of workers in all aspects of work performance and promotes core values that should be deeply, strongly, and consistently held by managers and workers. Contractor organizations shall foster that culture through proscribed contract actions designed to establish leadership commitment and behaviors consistent with those values; promoting a safety conscious work environment in which employees are encouraged to freely raise safety concerns to management without fear of retaliation; prioritizing concerns based on safety significance; addressing and resolving those concerns in a manner that provides transparency; and supporting a questioning attitude concerning safety by all employees.

(a) The Contractor shall:

- (1) Adopt and continuously improve Organizational Culture, Safety Culture, and Safety Conscious Work Environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to, the Employee Concerns Program; the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution.
- (2) Continuously promote a work environment where employees are encouraged to raise concerns. The Contractor shall define expectations, rigorously reinforce those expectations, and take actions to mitigate the potential for a chilling effect.
- (3) Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well-communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE.
- (4) Champion programs which encourage a culture that promotes proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement.
- (5) Champion programs which encourage and emphasize the following safety culture attributes as described in DOE G 450.4-1C ISMS Guide, Attachment 10, "Safety Culture Focus Areas and Associated Attributes."
  - (i) Leadership
    - (A) Demonstrated safety leadership
    - (B) Risk-informed, conservative decision making
    - (C) Management engagement and time in the field

- (D) Staff recruitment, selection, retention, and development
- (E) Open communication and fostering an environment free from retribution
- (F) Clear expectation and accountability
- (ii) Employee/Worker Engagement
  - (A) Personal commitment to everyone's safety
  - (B) Teamwork and mutual respect
  - (C) Participation in work planning and improvement
  - (D) Mindfulness of hazards and controls
- (iii) Organizational Learning
  - (A) Credibility, trust, and reporting errors and problems
  - (B) Effective resolution of reported problems
  - (C) Performance monitoring through multiple means
  - (D) Use of operations experience
  - (E) Questioning attitude

**H.41. DOE-H-7003 Contractor Assurance System (Sep 2017) (Revised)**

- (a) The Contractor shall develop, execute, and maintain a contractor assurance system that is validated by the Responsible Corporate Official and Contractor's Board of Directors (or equivalent corporate oversight entity), and implemented throughout the Contractor's organization. This system provides reasonable assurance that the objectives of the contractor management systems are being accomplished and that the systems and controls will be effective and efficient. The contractor assurance system, at a minimum, shall include the following key attributes:
- (1) A comprehensive description of the assurance system with processes, key activities, and accountabilities clearly identified.
  - (2) A method for verifying/ensuring effective assurance system processes. Third party audits, peer reviews, independent assessments, and external certification (such as VPP and ISO 9001 or ISO 14001) may be used.
  - (3) Timely notification to the Contracting Officer of significant assurance system changes prior to the changes.
  - (4) Rigorous, risk-based, credible self-assessments, and feedback and improvement activities, including utilization of nationally recognized experts, and other

independent reviews to assess and improve the Contractor's work processes and to carry out independent risk and vulnerability studies.

(5) Identification and correction of negative performance/compliance trends before they become significant issues.

(6) Integration of the assurance system with other management systems including Integrated Safety Management.

(7) Metrics and targets to assess performance, including benchmarking of key functional areas with other DOE contractors, industry and research institutions. Ensure development of metrics and targets that result in efficient and cost effective performance.

(8) Continuous feedback and performance improvement.

(9) An implementation plan (if needed) that considers and mitigates risks.

(10) Timely and appropriate communication to the Contracting Officer, including electronic access to assurance related information.

(11) The initial contractor assurance system description shall be approved by DOE.

(b) Timely notification and DOE approval must be obtained for significant assurance system changes prior to the changes being made.

## OTHER CLAUSES

### H.42. Parent Organization Support

(a) For onsite work, fee generally provides adequate compensation for parent organization expenses incurred in the general management of this Contract. The general construct of this Contract results in minimal parent organization investment (in terms of its own resources, such as labor, material, overhead, etc.) in the Contract work. DOE provides Government-owned facilities, property, and other needed resources.

Accordingly, allocations of parent organization expenses are unallowable for the prime contractor, teaming subcontractors, and/or teaming partners, unless authorized by the CO in accordance with this Clause.

(b) The Contractor may propose, or DOE may require, parent organization support to:

- (1) Monitor safety and performance in the execution of Contract requirements;
- (2) Ensure achievement of Contract environmental cleanup and closure commitments;
- (3) Sustain excellence of Contract key personnel;
- (4) Ensure effective internal processes and controls for disciplined Contract execution;

- (5) Assess Contract performance and apply parent organization problem-solving resources on problem areas; and
- (6) Provide other parent organization capabilities to facilitate Contract performance.
- (c) The CO may, with unilateral discretion, authorize parent organization support, and the corresponding indirect or direct costs, if a direct-benefit relationship to DOE is demonstrated. All parent organization support shall be authorized in advance by the CO.
- (d) If parent organization support is proposed by the Contractor or required by DOE, the Contractor shall submit for DOE review and approval, an annual Parent Organization Support Plan (POSP). The Contractor shall submit its initial POSP at least 30 days prior to:
  - (1) The end of the Contract Transition Period; or
  - (2) The commencement date of parent organization support proposed by the Contractor or required by the Government.

Any subsequent POSP shall be submitted at least 60 days prior to the start of each year of Contract performance.

#### **H.43. Energy Employees Occupational Illness Compensation Program Act of 2000 (EEOICPA)**

- (a) The EEOICPA establishes a program to provide compensation to current and former employees of the Department of Energy (DOE), its contractors and subcontractors, companies that provided beryllium to DOE, and atomic weapons employers (AWEs). Under EEOICPA, the DOE has a requirement to verify employment histories, provide medical records, and provide radiation dose records and other information pertinent to National Institute for Occupational Safety and Health (NIOSH) radiation dose reconstruction and Department of Labor (DOL) Subtitle B and Subtitle E case preparation for anyone who applies for compensation under EEOICPA. DOE's responsibilities are implemented by the site with proper federal oversight with the budgetary, and programmatic direction assigned to the Office of Environment, Health, Safety and Security (AU-14).
- (b) The Contractor shall establish a program and respond to the requirements of the EEOICPA for their employees and activities, which includes but is not limited to:
  - (1) Perform the work necessary to complete EE-5 Employment Verification Forms requested by DOL for the EEOICPA Subtitle B program;
  - (2) Perform the work necessary to provide Personnel Exposure information requested by NIOSH as part of the EEOICPA Subtitle B program;
  - (3) Perform the work necessary to complete Document Acquisition Requests (DARs) submitted by DOL for the EEOICPA Subtitle E program;
  - (4) Perform the work necessary to provide Visitor Personnel Exposure or information requested as part of the EEOICPA program;

(5) Perform other necessary EEOICPA related records work, as needed, including responding to records requests and site visits related to site characterization and hazard assessment work by DOL and NIOSH;

(6) Maintain local records to track the activities conducted under EEOICPA;

The Contractor shall conduct the following work tasks within 60 days from receipt of request in support of the EEOICPA:

(7) Perform the work necessary to complete Employment Verifications requested by DOL for the EEOICPA Subtitle B program:

(i) Research and retrieve records needed to complete claims forms;

(ii) If necessary, work with corporate entities or unions to verify employment of former site workers;

(iii) Complete all necessary claims forms associated with the request;

(iv) Complete declassification, as needed, of records required for the processing of claims forms;

(v) Completed forms, along with any attachments, shall be electronically submitted to DOL through the Secure Electronic Records Transfer (SERT) OR through encrypted email to DOE HQ;

(vi) Perform the work necessary to provide personnel exposure information requested by NIOSH as part of the EEOICPA Subtitle B program:

(A) Research and retrieve records needed to complete claims forms;

(B) Complete declassification, as needed, of records required for the processing of claims form;

(C) Complete and sign off on all necessary claims forms associated with the request;

(D) Completed forms and records shall be electronically submitted to NIOSH;

(vii) Perform the work necessary to complete Document Acquisition Requests (DARs) submitted by DOL as part of the EEOICPA Subtitle E program:

(A) Research and retrieve records needed to complete claims forms;

(B) Complete declassification, as needed, of records required for the processing of claims;

(C) Complete and sign off on all necessary claims forms associated with the request;

(D) Completed forms and records shall be electronically submitted to DOL through the Secure Electronic Records Transfer (SERT) OR through encrypted email to DOE HQ;

- (viii) Perform the work necessary to provide Additional Personnel Exposure Information or Visitor Personnel Exposure Information requested by Oak Ridge Associated Universities (ORAU; contractor to NIOSH) as part of the EEOICPA Subtitle B program:
  - (A) Research and retrieve records needed to complete claims forms;
  - (B) Complete declassification, as needed, of records required for the processing of claims form;
  - (C) Complete and sign off on all necessary claims forms associated with the request;
  - (D) Completed forms and records shall be electronically submitted to ORAU;
- (ix) The Contractor shall respond to any other inquiries and perform special projects as required by the EEOICPA;
- (x) Maintain local records to track the activities under EEOICPA. These records shall be used to report status in the Contractor's Monthly Progress Report. Categories to be reported include the following:
  - (A) DOL-Employment Verification;
  - (B) Exposure Data;
  - (C) NIOSH – Requests;
  - (D) NIOSH – Supplemental Data Request;
  - (E) DAR Requests;
  - (F) DOE Exposure Requests;
- (xi) Information to be reported for the above categories includes the following:
  - (A) Outstanding requests at beginning of reporting period;
  - (B) Outstanding requests at end of reporting period;
  - (C) Requests received during the reporting period;
  - (D) Requests completed during reporting period;
  - (E) Total hours;
  - (F) Total cost.

#### **H.44. Environmental Compliance**

- (a) General. The Contractor is required to comply with permits, consent decrees, administrative orders, and settlement agreements between the DOE and federal and state regulatory agencies.

(b) Environmental Permits. This Clause addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple contractors are permittees.

(1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the contract that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the Contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from federal, state, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this Contract.

Under this permit scenario, the Contractor shall make no commitments or set precedents that are detrimental to DOE or other site contractors. The Contractor shall coordinate its permitting activities with DOE, and with other contractors which may be affected by the permit or precedent established therein, prior to taking the permit action. Whenever reasonably possible, all such materials shall be provided to DOE and other affected site contractors not later than 90 days prior to the date they are to be submitted to the regulatory agency. Any such schedule revision shall be effective only upon approval from the CO.

(2) DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor shall coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. The Contractor shall be responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. Notification by the Contractor to DOE may be initially verbal with written documentation fully explaining the impact and the reason/rationale for the impact and possible consequences. Whenever reasonably possible all such materials shall be provided to DOE not later than 90 days prior to the date they are to be submitted to the regulatory agency.

(3) Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the Contractor shall coordinate as appropriate with DOE and contractors affected by the permit.

(c) Permit Applications. The Contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to

regulatory agencies for the purposes of obtaining a permit. Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The Contractor shall normally provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence. Special circumstances may require permits to be submitted in a shorter timeframe. As soon as the Contractor is aware of any such special circumstance, the Contractor shall provide notice to DOE as to the timeframe in which the documents will be submitted to DOE. The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature, schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such requests shall be submitted 30 days before such material would ordinarily be required to be provided to DOE. Any such schedule revision shall be effective only upon approval from the CO.

- (d) Copies, Technical Information. The Contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory agencies. DOE will, upon request, make available to the Contractor access to copies of environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the Contractor may need to comply with under applicable law. The Contractor shall and DOE will provide to each other copies of all documentation, such as letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the contract work. The Contractor and DOE shall maintain all necessary technical information and regulatory analysis required to support applications for revision of DOE or other Site contractor environmental permits when such regulatory analysis, applications or revisions are related to the Contractor's operations. Upon request, the Contractor or DOE shall provide to the other party access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. Unless specific text is required by the regulation or permit, the Contractor shall provide to DOE a certification statement relating to such technical information in the form required by the following paragraph.
- (e) Certifications. The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.*

*Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*



The certification statement shall be signed by the individual authorized to sign such certification statements submitted to federal or state regulatory agencies under the applicable regulatory program.

- (f) Termination, Expiration, Permit Transfer. In the event of expiration or termination of this Contract, DOE may require the Contractor to take all necessary steps to transfer some or all environmental permits held by the Contractor. DOE will assume responsibility for such permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. The Contractor shall remain liable for all unresolved costs, claims, demands, fines, and penalties, including reasonable legal costs, arising prior to the date such permits are transferred to another party. The Contractor shall not be liable for any such claims occurring after formal transfer unless said claims result from the Contractor's action or inaction that occurred prior to transfer.
- (g) Miscellaneous. The Contractor shall accept assignment or transfer of permits pertaining to matters under this Contract currently held by DOE and its existing Contractor. The Contractor may submit for DOE's consideration requests for alternate review, comment, or signature schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such schedule revision shall be effective only upon written approval from the CO.

#### **H.45. Partnering**

The Contractor and the Government will establish a non-binding, signed Partnering Agreement for the cleanup of the [insert site name] Site. The agreement will establish a common vision with supporting goals and objectives, and expectations of doing business together in a manner that brings the best value to the Government. Partnering between DOE and the Contractor shall be conducted in a manner similar to the DOD Integrated Product and Process Development (IPPD) framework. The IPPD technique simultaneously integrates all essential activities to facilitate meeting cost and performance objectives.

#### **H.46. Laws, Regulations, and DOE Directives**

- (a) In performing work under this Contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. Section J, Attachment J-2 entitled, Requirements Sources and Implementing Documents, section List A, Applicable Federal, State and Local Regulations may be appended to this Contract for information purposes. Omission of any applicable law or regulation from the Contract does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.
- (b) In performing work under this Contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable

Directives (List B) appended to this Contract, until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism.

- (c) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this Contract.
- (d) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

#### **H.47. National Nuclear Security Administration/Environmental Management Strategic Sourcing Partnership**

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

#### **H.48. Legal Management**

- (a) The Contractor shall maintain a legal function to support litigation, arbitration, environmental, procurement, employment, labor, and the Price Anderson Amendments Act areas of law. The Contractor shall provide sound litigation management practices. Within 60 days after the effective date of the transition task order, the Contractor shall provide a Litigation Management Plan compliant with 10 CFR 719, *Contractor Legal Management Requirements*.
- (b) As required by the CO, the Contractor shall provide legal and related support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not limited to case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.
- (c) When evaluating requests for reimbursement or allowability of Contractor costs associated with defense and/or settlement of legal claims brought against the Contractor by a third party:
  - (1) DOE will not reimburse Contractor legal defense costs or damages incurred where a judgment is issued finding that the Contractor engaged in discriminatory conduct prohibited by the terms of the Contract, such as those covered by FAR 52.222-26, *Equal Opportunity*; FAR 52.222-35, *Equal Opportunity for Veterans*; and FAR 52.222-36, *Equal Opportunity for Workers With Disabilities*.

- (2) DOE will not reimburse the Contractor legal costs associated with a settlement agreement (including legal defense costs, settlement awards, or both) associated with legal claims brought against the Contractor by a third party relating to discriminatory conduct prohibited by the terms of the Contract, such as those covered by FAR 52.222-26, *Equal Opportunity*; FAR 52.222-35, *Equal Opportunity for Veterans*; and FAR 52.222-36, *Equal Opportunity for Workers with Disabilities*, where the CO determines that the plaintiff's claim(s) had more than very little likelihood of success on the merits. Where the plaintiff's claim had very little likelihood of success on the merits, the defense and settlement costs related to the claim are allowable if the costs are otherwise allowable under the Contract (e.g., reasonable, allocable).

#### **H.49. Emergency Response**

- (a) The DOE Office of Environmental Management (EM) Manager or Contractor shall determine when an emergency situation may exist and notify the appropriate emergency response organization. In the event of an emergency, the DOE Manager of the affected site will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. Upon termination of the emergency event, the Contractor shall perform recovery actions as appropriate.
- (b) The Contractor shall include this Clause in all subcontracts at any tier for work performed in support of the on-site work under this contract.

#### **H.50. Department of Energy National Training Center**

The Contractor is encouraged to utilize the DOE National Training Center (NTC) training resources for occupational health, safety, safeguards, and security. NTC training is funded by DOE with no cost to the Contractor. NTC course offerings, information on NTC site certification, enrollment, and contact information can be found at <https://ntc.doe.gov>.

NTC training should be considered common core fundamental material. The Contractor may need to provide gap training to address site specifics identified through its approved Integrated Safety Management Program and associated program plans required by existing DOE requirements. Gap training should not repeat fundamental training core content.

#### **H.51. Management of Accountable Property**

Accountable personal property is any property item with an original unit acquisition cost of \$10,000 or more; or meeting the precious metals, sensitive, or high-risk personal property definitions. Accountable property records must be managed and maintained current in a property management system of record from inception to formal disposition and removal from DOE inventory.

#### **H.52. Real Property Asset Management (Revised)**

- (a) The Contractor shall comply with Departmental requirements and guidance involving the acquisition, management, maintenance, disposition, or disposal of real property assets to

ensure that real property assets are available, utilized, and in a suitable condition to accomplish DOE's missions in a safe, secure, sustainable, and cost-effective manner. Contractors shall meet these functional requirements through tailoring their business processes and management practices, and using standard industry practices and standards as applicable. The Contractor shall flow down these requirements to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

(b) The Contractor shall:

- (1) Submit all real estate actions to acquire, utilize, and dispose of real property assets to DOE for review and approval and maintain complete and current real estate records.
- (2) Perform physical condition and functional utilization assessments on each real property asset at least once every five-year period or at another risk-based interval, as approved by EM-1, based on industry leading practices, voluntary consensus standards, and customary commercial practices.
- (3) Establish a maintenance management program including a computerized maintenance management system; a condition assessment system; a master equipment list; maintenance service levels; a method to determine for each asset the minimum acceptable level of condition; methods for categorizing deficiencies as either deferred maintenance and repair or repair needs; management of the deferred maintenance and repair backlog; a method to prioritize maintenance work; and a mechanism to track direct and indirect funded expenditures for maintenance, repair, and renovation at the asset level.
- (4) Support DOE maintenance of Facilities Information Management System (FIMS) data and records for all lands, buildings, trailers, and other structures and facilities. The DOE has established the Facilities Information Management System (FIMS) as the reporting system for all DOE real property facilities, including land. The Contractor shall contact the DOE FIMS administrator at the EMCBC to become a registered user of the system.

### **H.53. Information Technology and Cyber Security Requirements**

In the performance of the information technology and cyber security requirements of this Contract, the Contractor is responsible for compliance with the following items. Consistent with Section H clause entitled *Laws, Regulations, and DOE Directives*, omission of any applicable law or regulation from this list does not affect the obligation of the Contractor to comply with such law or regulation.

(a) Code of Federal Regulations (CFR):

- (1) 10 CFR 824 et seq., Procedures Rules for the Assessment of Civil Penalties for Classified Information Security Violations
- (2) 10 CFR 1004 et seq., Freedom of Information Act
- (3) 36 CFR Chapter XII, Subchapter B et seq., Records Management
- (4) 41 CFR 102 et seq., Federal Management Regulation

(b) United States Code (USC):

- (1) 5 USC 552a et seq., Privacy Act
- (2) 6 USC 1 et seq., Homeland Security Organization
- (3) 6 USC 6 et seq., Cybersecurity
- (4) 15 USC Chapter 100 et seq., Cybersecurity Research and Development
- (5) 17 USC 1 § 101 et seq., Subject Matter and Scope Of Copyright, Definitions
- (6) 18 USC 1030 et seq., Fraud and Related Activity in Connection with Computers
- (7) 18 USC Chapter 119 et seq., Wire and Electronic Communications Interception and Interception of Oral Communications
- (8) 18 USC Chapter 121 et seq., Stored Wire and Electronic Communications and Transactional Records Access
- (9) 29 USC 16, Subchapter V, 794 (d) et seq., Electronic and Information Technology
- (10) 31 USC § 501 et seq., Office of Management and Budget
- (11) 31 USC § 1101 et seq., The Budget and Fiscal, Budget, and Program Information; Definitions
- (12) 40 USC Subtitle III et seq., Information Technology Management
- (13) 41 USC Subtitle I, Division A, Chapter 1, Subchapter I, § 101 et seq., Federal Procurement Policy, Administrator
- (14) 44 USC 1 § 101 et seq., Joint Committee on Printing: Membership
- (15) 44 USC 21 et seq., National Archives and Records Administration
- (16) 44 USC 29 et seq., Records Management by the Archivist of the United States
- (17) 44 USC 31 et seq., Records Management by Federal Agencies
- (18) 44 USC 33 et seq., Disposal of Records
- (19) 44 USC 35 et seq., Coordination of Federal Information Policy
- (20) 44 USC 36 et seq., Management and Promotion of Electronic Government Services

(c) Executive Orders:

- (1) Executive Order 14058, Transforming Federal Customer Experience and Service Delivery To Rebuild Trust in Government
- (2) Executive Order 14034, Protecting Americans' Sensitive Data from Foreign Adversaries
- (3) Executive Order 14028, Improving the Nation's Cybersecurity
- (4) Executive Order 13984, Taking Additional Steps to Address the National Emergency With Respect to Significant Malicious Cyber-Enabled Activities
- (5) Executive Order 13960, Promoting the Use of Trustworthy Artificial Intelligence in the Federal Government
- (6) Executive Order 13873, Securing the Information and Communications Technology and Services Supply Chain
- (7) Executive Order 13870, America's Cybersecurity Workforce
- (8) Executive Order 13859, Maintaining American Leadership in Artificial Intelligence
- (9) Executive Order 13858, Strengthening Buy-American Preferences for Infrastructure Projects
- (10) Executive Order 13833, Enhancing the Effectiveness of Agency CIOs

- (11) Executive Order 13800, Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure
  - (12) Executive Order 13702, Creating a National Strategic Computing Initiative
  - (13) Executive Order 13691, Promoting Private Sector Cybersecurity Information Sharing
  - (14) Executive Order 13642, Making Open and Machine Readable the New Default for Government Information
  - (15) Executive Order 13636, Improving Critical Infrastructure Cybersecurity
  - (16) Executive Order 13589, Promoting Efficient Spending
  - (17) Executive Order 13587, Structural Reforms To Improve the Security of Classified Networks and the Responsible Sharing and Safeguarding of Classified Information
  - (18) Executive Order 13556, Controlled Unclassified Information
  - (19) Executive Order 13526, Classified National Security Information
  - (20) Executive Order 13231, Critical Infrastructure Protection in the Information Age, as amended by Executive Order 13284, Amendment of Executive Orders, and Other Actions, in Connection With the Establishment of the Department of Homeland Security; Executive Order 13286, Amendment of Executive Orders, and Other Actions, in Connection With the Transfer of Certain Functions to the Secretary of Homeland Security; Executive Order 13316, Continuance of Certain Federal Advisory Committees; Executive Order 13385, Continuance of Certain Federal Advisory Committees and Amendments to and Revocation of Other Executive Orders; and Executive Order 13652, Continuance Of Certain Federal Advisory Committees
  - (21) Executive Order 13218, 21st Century Workforce Initiative, as amended by Executive Order 13316, Continuance of Certain Federal Advisory Committees
  - (22) Executive Order 13103, Computer Software Piracy
  - (23) Executive Order 12958, Classified National Security Information E-Government, as amended by Executive Order 12958, Classified National Security Information
- (d) Office of Management and Budget (OMB) Circulars/Memoranda:
- (1) OMB Circular A-11, Preparation, Submission, and Execution of the Budget
  - (2) OMB Circular A-16, Coordination of Geographic Information, and Related Spatial Data Activities
  - (3) OMB Circular A-130, Managing Federal Information as a Strategic Resource
  - (4) OMB Memorandum M-22-18, Enhancing the Security of the Software Supply Chain through Secure Software Development Practices
  - (5) OMB Memorandum M-22-16, Administration Cybersecurity Priorities for the FY 2024 Budget
  - (6) OMB Memorandum M-22-09, Moving the U.S. Government Toward Zero Trust Cybersecurity Principles
  - (7) OMB Memorandum M-22-05, Fiscal Year 2021-2022 Guidance on Federal Information Security and Privacy Management Requirements
  - (8) OMB Memorandum M-22-01, Improving Detection of Cybersecurity Vulnerabilities and Incidents on Federal Government Systems through Endpoint Detection and

Response

- (9) OMB Memorandum M-21-31, Improving the Federal Government’s Investigative and Remediation Capabilities Related to Cybersecurity Incidents
- (10) OMB Memorandum M-21-30, Protecting Critical Software Through Enhanced Security Measures
- (11) OMB Memorandum M-21-22, Update to Implementation of Performance Management Statutes
- (12) OMB Memorandum M-21-07, Completing the Transition to Internet Protocol Version 6 (IPv6)
- (13) OMB Memorandum M-21-06, Guidance for Regulation of Artificial Intelligence Applications
- (14) OMB Memorandum M-21-05, Extension of Data Center Optimization Initiative (DCOI)
- (15) OMB Memorandum M-21-04, Modernizing Access to and Consent for Disclosure of Records Subject to the Privacy Act
- (16) OMB Memorandum M-20-32, Improving Vulnerability Identification, Management, and Remediation
- (17) OMB Memorandum M-20-29, Research and Development Budget Priorities and Cross-cutting Actions
- (18) OMB Memorandum M-20-19, Harnessing Technology to Support Mission Continuity
- (19) OMB Memorandum M-19-26, Update to the Trusted Internet Connections (TIC) Initiative
- (20) OMB Memorandum M-19-21, Transition of Electronic Records
- (21) OMB Memorandum M-19-19, Update to Data Center Optimization Initiative
- (22) OMB Memorandum M-19-18, Federal Data Strategy – A Framework for Consistency
- (23) OMB Memorandum M-19-17, Enabling Mission Delivery through Improved Identity, Credential, and Access Management
- (24) OMB Memorandum M-19-16, Centralized Mission Support Capabilities for the Federal Government
- (25) OMB Memorandum M-19-10, Guidance for Achieving Interoperability with the National Freedom of Information Act (FOIA) Portal on FOIA.gov
- (26) OMB Memorandum M-19-03, Strengthening the Cybersecurity of Federal Agencies by enhancing the High Value Asset Program
- (27) OMB Memorandum M-18-12, Implementation of the Modernizing Government Technology Act
- (28) OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information
- (29) OMB Memorandum M-17-06, Policies for Federal Agency Public Websites and Digital Services
- (30) OMB Memorandum M-17-04, Additional Guidance for Data Act Implementation: Further Requirements for Reporting and Assuring Data Reliability
- (31) OMB Memorandum M-16-21, Federal Source Code Policy: Achieving Efficiency, Transparency, and Innovation through Reusable and Open Source Software

- (32) OMB Memorandum M-16-20, Category Management Policy 16-3: Improving the Acquisition and Management of Common Information Technology: Mobile Devices and Services
- (33) OMB Memorandum M-16-17, OMB Circular No. A-123, Management's Responsibility for Enterprise Risk Management and Internal Control
- (34) OMB Memorandum M-16-16, 2016 Agency Open Government Plans
- (35) OMB Memorandum M-16-15, Federal Cybersecurity Workforce Strategy
- (36) OMB Memorandum M-16-14, Category Management Policy 16-2: Providing Comprehensive Identity Protection Services, Identity Monitoring, and Data Breach Response
- (37) OMB Memorandum M-16-12, Category Management Policy 16-1: Improving the Acquisition and Management of Common Information Technology: Software Licensing
- (38) OMB Memorandum M-16-04, Cybersecurity Strategy and Implementation Plan (CSIP) for the Federal Civilian Government
- (39) OMB Memorandum M-16-02, Category Management Policy 15-1: Improving the Acquisition and Management of Common Information Technology: Laptops and Desktops
- (40) OMB Memorandum M-15-14, Management and Oversight of Federal Information Technology
- (41) OMB Memorandum M-15-13, Policy to Require Secure Connections across Federal Websites and Web Services
- (42) OMB Memorandum M-15-12, Increasing Transparency of Federal Spending by Making Federal Spending Data Accessible, Searchable, and Reliable
- (43) OMB Memorandum M-13-13, Open Data Policy – Managing Information as an Asset
- (44) OMB Memorandum M-13-10, Antideficiency Act Implications of Certain Online Terms of Service Agreements
- (45) OMB Memorandum M-12-21, Addendum to OMB Memorandum M-98-13 on Federal Use of Energy Savings Performance Contracts (ESPCs) and Utility Energy Service Contracts (UESCs)
- (46) OMB Memorandum M-12-10, Implementing PortfolioStat
- (47) OMB Memorandum M-11-03, Issuance of OMB Circular A-16 Supplemental Guidance
- (48) OMB Memorandum M-10-27, Information Technology Investment Baseline Management Policy
- (49) OMB Memorandum M-10-26, Immediate Review of Financial Systems IT Projects
- (50) OMB Memorandum M-10-23, Guidance for Agency Use of Third-Party Websites and Applications
- (51) OMB Memorandum M-10-22, Guidance for Online Use of Web Measurement and Customization Technologies
- (52) OMB Memorandum M-10-10, Federal Agency Coordination on Health Information Technology (HIT)
- (53) OMB Memorandum M-10-06, Open Government Directive
- (54) OMB Memorandum M-08-15, Tools Available for Implementing Electronic Records



Management

- (55) OMB Memorandum M-07-13, Implementation of the OMB Bulletin on Good Guidance Practices and Executive Order 13422 (amending Executive Order 12866)
- (56) OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors
- (57) OMB Memorandum M-05-23, Improving Information Technology (IT) Project Planning and Execution
- (58) OMB Memorandum M-05-22, Transition Planning for Internet Protocol Version 6 (IPv6)
- (59) OMB Memorandum M-04-24, Expanded Electronic Government (E-Gov) President’s Management Agenda (PMA) Scorecard Cost, Schedule and Performance Standard for Success
- (60) OMB Memorandum M-04-19, Information Technology (IT) Project Manager (PM) Qualification Guidance
- (61) OMB Memorandum M-04-16, Software Acquisition
- (62) OMB Memorandum M-04-15, Development of Homeland Security Presidential Directive (HSPD) – 7 Critical Infrastructure Protection Plans to Protect Federal Critical Infrastructures and Key Resources
- (63) OMB Memorandum M-04-08, Maximizing Use of SmartBuy and Avoiding Duplication of Agency Activities with the President’s 24 E-Gov Initiatives
- (64) OMB Memorandum M-04-04, E-Authentication Guidance
- (65) OMB Memorandum M-03-22, OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002
- (66) OMB Memorandum M-03-18, Implementation Guidance for the E-Government Act of 2002
- (67) OMB Memorandum M-03-17, Program Assessment Rating Tool (PART) Update
- (68) OMB Memorandum M-03-04, Determination Orders Organizing the Department of Homeland Security
- (69) OMB Memorandum M-02-15, Revision of OMB Circular A-16
- (70) OMB FedRAMP Memorandum, Security Authorization of Information Systems in Cloud Computing Environments
- (71) OMB Memorandum M-02-09, Reporting Instructions for the Government Information Security Reform Act and Updated Guidance on Security Plans of Action and Milestones
- (72) OMB Memorandum M-02-01, Guidance for Preparing and Submitting Security Plans of Action and Milestones
- (73) OMB Memorandum M-01-05, Guidance on Inter-Agency Sharing of Personal Data – Protecting Personal Privacy
- (74) OMB Memorandum M-00-15, Guidance on Implementation of the Electronic Signatures in Global and National Commerce Act (E-SIGN)
- (75) OMB Memorandum M-00-10, OMB Procedures and Guidance on Implementing the Government Paperwork Elimination Act

- (76) OMB Memorandum M-00-07, Incorporating and Funding Security in Information Systems Investments
  - (77) OMB Memorandum M-99-18, Privacy Policies on Federal Web Sites
  - (78) OMB Memorandum M-99-05, Instructions on Complying with President's Memorandum of May 14, 1998, "Privacy and Personal Information in Federal Records"
  - (79) OMB Memorandum M-98-13, Federal Use of Energy Savings Performance Contracting
  - (80) OMB Memorandum M-98-09, Updated Guidance on Developing a Handbook for Individuals Seeking Access of Public Information
  - (81) OMB Memorandum M-98-04, Annual Performance Plans Required by the Government Performance and Results Act (GPRA)
  - (82) OMB Memorandum M-97-09, Interagency Support for Information Technology
  - (83) OMB Memorandum M-97-07, Multiagency Contracts Under the Information Technology Management Reform Act of 1996
  - (84) OMB Memorandum M-97-02, Funding Information Systems Investments
  - (85) OMB Memorandum M-96-20, Implementation of the Information Technology Management Reform Act of 1996
- (e) Department of Homeland Security (DHS) Emergency and Binding Operational Directives
- (1) DHS CISA ED 22-03, Mitigate VMWare Vulnerabilities
  - (2) DHS CISA ED 22-02, Mitigate Apache Log4J Vulnerability
  - (3) DHS CISA ED 21-04, Mitigate Windows Print Spooler Service Vulnerability
  - (4) DHS CISA ED 21-03, Mitigate Pulse Connect Secure Product Vulnerabilities
  - (5) DHS CISA ED 21-02, Mitigate Microsoft Exchange On-Premises Product Vulnerabilities
  - (6) DHS CISA ED 21-01, Mitigate SolarWinds Orion Code Compromise
  - (7) DHS CISA ED 20-04, Mitigate Netlogon Elevation of Privilege Vulnerability from August 2020 Patch Tuesday
  - (8) DHS CISA ED 20-03, Mitigate Windows DNS Server Vulnerability from July 2020 Patch Tuesday
  - (9) DHS CISA ED 20-02, Mitigate Windows Vulnerabilities from January 2020 Patch Tuesday
  - (10) DHS CISA ED 19-01, Mitigate DNS Infrastructure Tampering
  - (11) DHS CISA BOD 22-01, Reducing the Significant Risk of Known Exploited Vulnerabilities
  - (12) DHS CISA BOD 20-01, Develop and Publish a Vulnerability Disclosure Policy
  - (13) DHS CISA BOD 19-02, Vulnerability Remediation Requirements for Internet Accessible Systems
  - (14) DHS CISA BOD 18-02, Securing High Value Assets
  - (15) DHS CISA BOD 18-01, Enhance Email and Web Security
  - (16) DHS CISA BOD 17-01, Removal of Kaspersky branded Products
  - (17) DHS CISA BOD 16-03, 2016 Agency Cybersecurity Reporting Requirements

- (18) DHS CISA BOD 16-02, Threat to Network Infrastructure Devices
- (19)

(f) Secretarial Memoranda

- (1) EXEC-2019-003477, Release of DOE Order 205.1C, Department of Energy Cybersecurity Program
- (2) EXEC-2018-004906, Integrated Joint Cybersecurity Coordination Center
- (3) EXEC-2018-001779, Data Center Optimization Initiative (DCOI) Inventory
- (4) EXEC-2016-003721, Information Technology Management Reforms
- (5) EXEC-2016-007461, DOE Cyber Data Sharing Implementation Requirements

(g) Office of Environmental Management (EM) Requirements

- (1) DOE Enterprise Cybersecurity Program Plan
- (2) EM Cybersecurity Program Plan

**H.54. Organizational Conflict of Interest – Affiliate(s)**

The prime contractor, [Offeror to insert name of Prime Contractor] comprised of [Offeror to insert names of partner companies], is responsible for the completion of all aspects of this contract. In order to effectively and satisfactorily execute its responsibility to manage and accomplish the contract work, the prime contractor must have complete objectivity in its oversight and management of its subcontractors. Therefore, consistent with the principle contained in Federal Acquisition Regulation subpart 9.5 and specifically section 9.505(a), and notwithstanding any other provision of this Contract, the prime contractor is, absent prior written consent from the CO as provided herein, prohibited from entering into a subcontract arrangement with any affiliate or any affiliate of its partners, or utilize any affiliate or affiliate of its partners, to perform work under a subcontract. Such contractual relationship(s) are presumed to create an impaired objectivity type conflict of interest. If the contractor believes the capabilities of an affiliate could be utilized in such a manner as to neutralize or avoid the existence of an organizational conflict of interest, the Contractor must obtain the CO's written consent prior to placing the subcontract.

For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

**H.55. Task Ordering Procedure**

- (a) A Task Order may be issued under this Master IDIQ Contract for any work scope covered by Section C, Performance Work Statement. Task Orders may be issued as Firm-Fixed-Price (FFP), Cost Plus Award Fee (CPAF) or Cost Plus Incentive Fee (CPIF).
- (b) All Task Orders shall be completed in accordance with the Master IDIQ Contract requirements, in addition to the requirements as stated within the Task Order. In the event of a conflict between the Task Order and the Contractor's Task Order proposal, the Task Order shall prevail.

- (c) The contractor agrees that issuance of a Task Order in accordance with any of the procedures as described below is deemed to have provided the contractor a "fair opportunity to be considered" as that phrase is used in Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended.
- (d) For Task Orders exceeding \$6 million, the requirement to provide all awardees a fair opportunity to be considered for each order shall include, at a minimum:
- (1) A notice of the Task Order that includes a clear statement of the agency's requirements;
  - (2) A reasonable response period;
  - (3) Disclosure of the significant factors and subfactors, including price, that the agency expects to consider in evaluating proposals, and their relative importance;
  - (4) Where award will be made on a best value basis, a written statement documenting the basis for award and the relative importance of quality and price or cost factors; and
  - (5) An opportunity for a post-award debriefing in accordance with FAR 16.505(b)(6).
- (e) In accordance with FAR 16.505(b)(1), each awardee under the Master IDIQ will be given fair opportunity to be considered for Task Orders exceeding the micropurchase threshold, unless one of the following exceptions in FAR 16.505(b)(2) applies:
- (1) The agency need for the supplies or services is so urgent that providing fair opportunity would result in unacceptable delays;
  - (2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
  - (3) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;
  - (4) It is necessary to place an order to satisfy a minimum guarantee;
  - (5) For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source;
- (f) Prior to issuing a Task Order, the CO will provide the Contractors with a Request for Task Order Proposal (RTP) including, at a minimum, the following:
- (1) A Task Order Performance Work Statement (PWS) providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and period of performance, as well as identifying the objectives or results desired from the contemplated Task Order;
  - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met;

(3) The requirements for the Contractor's Task Order proposal (see reference paragraph (g) below);

(4) A response time for submitting the Task Order proposal.

(g) 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.

(h) The Contractor's Task Order Proposals should include the following, as applicable to individual Task Orders:

(1) Discussion of the technical approach for performing the work;

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

(3) Task Order proposals shall comply and be in accordance with FAR Part 31 – Contract Cost Principles and Procedures;

(4) Proposed deviations (if any) from the stated PWS requirements;

(5) Any other information required to determine the reasonableness of the Contractor's proposal.

(6) Facility Clearance documentation submitted via Foreign Ownership, Control, or Influence (FOCI) Electronic Submission Site at <https://foci.anl.gov/> for Offeror, subcontractor(s) and/or joint venture if not currently cleared

(7) Any known delivery regarding data and/or information technology (IT) will be addressed at the task order level.

(i) Procedures for Conducting Task Order Competitions

(1) Pre-proposal

(a) If a pre-proposal conference is held or a draft Request for Task Order Proposal (RTP) is issued, there will be an opportunity for submittal of relevant written questions and answers.

(b) Site visits are at the discretion of the CO. If there is an opportunity for site visits, a minimum of fourteen (14) calendar days' notice will be provided to Contractors.

(c) A draft RTP may request limited technical and/or limited price information.

(2) After submission of proposals, the following exchanges with Contractors will not necessitate exchanges with all Offerors:

(a) Limited exchanges to clarify (without permitting revisions) certain aspects of proposals or to resolve minor or clerical errors.

- (b) Obtain agreement to caps on indirect rates.
  - (c) Adverse past performance information.
  - (d) Substitutions of past performance references.
  - (e) Any other matters pertaining to past performance.
  - (f) Questions pertaining to locating information in proposals.
  - (g) Requests for back-up to price information.
  - (h) Questions and answers to questions concerning mathematical calculations.
- (j) Revisions to Proposals
- (1) The CO has the right to not request revised proposals from all Contractors that have submitted proposals in response to an RTP. Based upon consideration of price and technical submissions, the CO has the right to limit the number of revisions to proposals to the greatest number that will permit an efficient competition. The CO has the right to not request revisions from Contractors who have submitted proposals that would require substantial or major revisions and/or if the initial proposal is determined to be technically unacceptable.
- (a) The CO has the right to conduct discussions on limited aspects of a proposal and/or limit revisions to only specific parts of the technical or cost proposal based upon a determination that there is nothing in the other sections of the technical and cost proposal that would necessitate any revisions.
  - (b) The CO has the right to not provide information regarding all aspects of the evaluation of the Contractor's proposal and limit the information provided to only the deficiencies and/or significant weaknesses or significant cost issues.
  - (c) All Contractors which have been requested to submit revisions will be provided a common date by which all final revisions are to be submitted.
- (2) Correction of minor errors or inconsistencies will not be considered a revised proposal subject to paragraph (1)(1) above.
- (k) Basis for Award of Task Orders: The basis for award of task orders may vary and will be described in each RTP.
- (l) The Contractor shall provide acknowledgement to the CO of receipt of the Task Order within 2 business days after receipt.
- (m) The Contractor shall deliver all Task Order specific deliverables as stated in the Task Order.
- (n) No protest is authorized in connection with the issuance or proposed issuance of a Task Order except for:

- i. A protest on the grounds that the Task Order increases the scope, period, or maximum value of the contract; or
  - ii. A protest of a Task Order valued in excess of \$10 million (10 U.S.C. 2304c(e)). Protests of Task Orders in excess of \$10 million may only be filed with the Government Accountability Office in accordance with the procedures at FAR 33.104.
- (o) An ombudsman has been designated at the contracting activity awarding this contract to ensure that all contractors are afforded a “fair opportunity” to be considered for task or delivery orders pursuant to FAR 16.5. The purpose of the ombudsman is not to diminish the authority of the CO, but to receive on behalf of and to communicate to the appropriate Government personnel concerns and disagreements of contractors not receiving a specific task and to work to resolve the matter. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the original selection of contractors or in the evaluation or determination of the issuance of task orders under this contract, does not act in the capacity of a CO, and does not participate in the adjudication of contract disputes regarding multiple award task or delivery order contracts awarded pursuant to FAR 16.5.

**PART II – CONTRACT CLAUSES**

**SECTION I**

**CONTRACT CLAUSES**

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**I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acquisition.gov/far>

<https://www.energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

**I.2 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)**

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

**Table I-1. Clauses**

| <b>Clause No.</b> | <b>Reference</b> | <b>Title</b>  | <b>Fill-In Information; See FAR 52.104(d)</b>  |
|-------------------|------------------|---|--|
| <b>I.3</b>        | FAR 52.202-1     | Definitions (JUN 2020)  |  |
| <b>I.4</b>        | FAR 52.203-3     | Gratuities (APR 1984)   |  |
| <b>I.5</b>        | FAR 52.203-5     | Covenant Against Contingent Fees (MAY 2014)   |  |
| <b>I.6</b>        | FAR 52.203-6     | Restrictions on Subcontractor Sales to the Government (JUN 2020)                            |  |
| <b>I.7</b>        | FAR 52.203-7     | Anti-Kickback Procedures (JUN 2020)   |  |
| <b>I.8</b>        | FAR 52.203-8     | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014) |  |
| <b>I.9</b>        | FAR 52.203-10    | Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)                         |  |
| <b>I.10</b>       | FAR 52.203-12    | Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)                 |  |
| <b>I.11</b>       | FAR 52.203-13    | Contractor Code of Business Ethics and Conduct (NOV 2021)                                   |  |
| <b>I.12</b>       | FAR 52.203-14    | Display of Hotline Poster(s) (NOV 2021)   | (b)(3) DOE IG Hotline Poster:<br><a href="https://www.energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf">https://www.energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf</a> |

| <b>Clause No.</b> | <b>Reference</b>                    | <b>Title</b>   | <b>Fill-In Information; See FAR 52.104(d)</b> |
|-------------------|-------------------------------------|--|---|
| <b>I.13</b>       | FAR 52.203-16                       | Preventing Personal Conflicts of Interest (JUN 2020)   |   |
| <b>I.14</b>       | FAR 52.203-17                       | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (JUN 2020)                              |   |
| <b>I.15</b>       | FAR 52.203-19                       | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)  |   |
| <b>I.16</b>       | FAR 52.204-4                        | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)  |   |
| <b>I.17</b>       | FAR 52.204-9                        | Personal Identity Verification of Contractor Personnel (JAN 2011)  |   |
| <b>I.18</b>       | FAR 52.204-10                       | Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)  |   |
| <b>I.19</b>       | FAR 52.204-13                       | System for Award Management Maintenance (OCT 2018)   |   |
| <b>I.20</b>       | FAR 52.204-15                       | Service Contract Reporting Requirements for Indefinite Delivery Contracts (OCT 2016)   |   |
| <b>I.21</b>       | FAR 52.204-18                       | Commercial and Government Entity Code Maintenance (AUG 2020)   |   |
| <b>I.22</b>       | FAR 52.204-19                       | Incorporation by Reference of Representations and Certifications (DEC 2014)  |   |
| <b>I.23</b>       | FAR 52.204-21<br>Full Text<br>Below | Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)  |   |
| <b>I.24</b>       | FAR 52.204-23                       | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and other Covered Entities (NOV 2021) |   |
| <b>I.25</b>       | FAR 52.204-25                       | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)                            |   |
| <b>I.26</b>       | FAR 52.209-6                        | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021)          |   |

| Clause No. | Reference     | Title  | Fill-In Information; See FAR 52.104(d)                        |
|------------|---------------|--|---|
| I.27       | FAR 52.209-9  | Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)  |   |
| I.28       | FAR 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)  |   |
| I.29       | FAR 52.210-1  | Market Research (NOV 2021)   |   |
| I.30       | FAR 52.215-2  | Audit and Records – Negotiation (JUN 2020)   |   |
| I.31       | FAR 52.215-8  | Order of Precedence - Uniform Contract Format (OCT 1997)   |   |
| I.32       | FAR 52.215-11 | Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (JUN 2020)   |   |
| I.33       | FAR 52.215-13 | Subcontractor Certified Cost or Pricing Data – Modifications (JUN 2020)  |   |
| I.34       | FAR 52.215-14 | Integrity of Unit Prices (NOV 2021)  |   |
| I.35       | FAR 52.215-15 | Pension Adjustments and Asset Reversions (Oct 2010)  |   |
| I.36       | FAR 52.215-17 | Waiver of Facilities Capital Cost of Money (OCT 1997)<br><b>[NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.]</b> |   |
| I.37       | FAR 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)  |   |
| I.38       | FAR 52.215-19 | Notification of Ownership Changes (OCT 1997)   |   |
| I.39       | FAR 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications (NOV 2021) - Alternate III (OCT 1997)                                       | (c) Microsoft Excel® as requested by the Contracting Officer. |
| I.40       | FAR 52.215-23 | Limitations on Pass-Through Charges (JUN 2020)   |   |
| I.41       | FAR 52.216-7  | Allowable Cost and Payment (AUG 2018) as modified by DEAR 952.216-7 <b>[Applies to CR Task Orders only]</b>  | (a)(3) 30th (cost invoices) and 30th (fee invoices)           |
| I.42       | FAR 52.216-10 | Incentive Fee (JUN 2011)   | (e)(1) 30, 30, 15, zero                                       |

| <b>Clause No.</b> | <b>Reference</b>                 | <b>Title</b>   | <b>Fill-In Information; See FAR 52.104(d)</b>  |
|-------------------|----------------------------------|--|--|
| <b>I.43</b>       | FAR 52.216-18<br>Full Text Below | Ordering (AUG 2020)  | (a) from effective date of contract award through the end of the total contract ordering period  |
| <b>I.44</b>       | FAR 52.216-19<br>Full Text Below | Order Limitations (OCT 1995)   | (a) \$10,000.00<br>(b)(1) \$2,000,000,000.00<br>(b)(2) \$2,000,000,000.00<br>(b)(3) 365<br>(d) 5 |
| <b>I.45</b>       | FAR 52.216-22<br>Full Text Below | Indefinite Quantity (OCT 1995)   | five (5) years beyond the end of the contract ordering period                                    |
| <b>I.46</b>       | FAR 52.217-8                     | Option to Extend Services (NOV 1999)   | any time prior to the expiration of the Task Order, as applicable                                |
| <b>I.47</b>       | FAR 52.217-9<br>Full Text Below  | Option to Extend the Term of the Contract (MAR 2000) (Applies to Tasks Orders with an Option(s) Only | (a) TBD on Task Order level;<br>TBD on Task Order level<br>(b)<br>(c) TBD on Task Order level    |
| <b>I.48</b>       | FAR 52.219-6                     | Notice of Total Small Business Set-Aside (NOV 2020)  |  |
| <b>I.49</b>       | FAR 52.219-8                     | Utilization of Small Business Concerns (OCT 2022)  |  |
| <b>I.50</b>       | FAR 52.219-13                    | Notice of Set-Aside of Orders (MAR 2020)   |  |
| <b>I.51</b>       | FAR 52.219-14                    | Limitations on Subcontracting (OCT 2022)   |  |
| <b>I.52</b>       | FAR 52.219-28                    | Post-Award Small Business Program Re-representation (Sep 2021)                                       | (h) [Contractor Fill-In, post-award, as applicable]  |
| <b>I.53</b>       | FAR 52.222-1                     | Notice to the Government of Labor Disputes (FEB 1997)  |  |
| <b>I.54</b>       | FAR 52.222-2                     | Payment for Overtime Premiums (JUL 1990) (Applies to CPAF Task Orders only)                          | (a) zero   |
| <b>I.55</b>       | FAR 52.222-3                     | Convict Labor (JUN 2003)   |  |

| <b>Clause No.</b> | <b>Reference</b> | <b>Title</b>  | <b>Fill-In Information; See FAR 52.104(d)</b> |
|-------------------|------------------|---|---|
| <b>I.56</b>       | FAR 52.222-4     | Contract Work Hours and Safety Standards -- Overtime compensation (MAY 2018) <b>Applies to construction work only</b>           |   |
| <b>I.57</b>       | FAR 52.222-6     | Construction Wage Rate Requirements (AUG 2018) <b>Applies to construction work only</b>   |   |
| <b>I.58</b>       | FAR 52.222-7     | Withholding of Funds (MAY 2014) <b>Applies to construction work only</b>  |   |
| <b>I.59</b>       | FAR 52.222-8     | Payrolls and Basic Records (JUL 2021) <b>Applies to construction work only</b>  |   |
| <b>I.60</b>       | FAR 52.222-9     | Apprentices and Trainees (JUL 2005) <b>Applies to construction work only</b>  |   |
| <b>I.61</b>       | FAR 52.222-10    | Compliance with Copeland Act Requirements (FEB 1988) <b>Applies to construction work only</b>                                   |   |
| <b>I.62</b>       | FAR 52.222-11    | Subcontracts (Labor Standards) (MAY 2014) <b>Applies to construction work only</b>  |   |
| <b>I.63</b>       | FAR 52.222-12    | Contract Termination—Debarment <b>Applies to construction work only</b>   |   |
| <b>I.64</b>       | FAR 52.222-13    | Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014) <b>Applies to construction work only</b> |   |
| <b>I.65</b>       | FAR 52.222-14    | Disputes Concerning Labor Standards (FEB 1988) <b>Applies to construction work only</b>   |   |
| <b>I.66</b>       | FAR 52.222-15    | Certification of Eligibility (MAY 2014) <b>Applies to construction work only</b>  |   |
| <b>I.67</b>       | FAR 52.222-16    | Approval of Wage Rates (MAY 2014) <b>Applies to construction work only</b>  |   |
| <b>I.68</b>       | FAR 52.222-19    | Child Labor – Cooperation with Authorities and Remedies (DEC 2022) <b>Applies to construction work only</b>                     |   |
| <b>I.69</b>       | FAR 52.222-20    | Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) <b>Applies to construction work only</b>                  |   |
| <b>I.70</b>       | FAR 52.222-21    | Prohibition of Segregated Facilities (APR 2015)   |   |
| <b>I.71</b>       | FAR 52.222-26    | Equal Opportunity (SEP 2016) Applies to FFP   |   |

| <b>Clause No.</b> | <b>Reference</b>                 | <b>Title</b>   | <b>Fill-In Information;<br/>See FAR 52.104(d)</b> |
|-------------------|----------------------------------|--|---|
| <b>I.72</b>       | FAR 52.222-35<br>Full Text Below | Equal Opportunity for Veterans (JUN 2020)  |   |
| <b>I.73</b>       | FAR 52.222-36<br>Full Text Below | Equal Opportunity for Workers with Disabilities (JUN 2020)   |   |
| <b>I.74</b>       | FAR 52.222-37                    | Employment Reports on Veterans (JUN 2020)  |   |
| <b>I.75</b>       | FAR 52.222-40                    | Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)  |   |
| <b>I.76</b>       | FAR 52.222-41                    | Service Contract Labor Standards (AUG 2018)  |   |
| <b>I.77</b>       | FAR 52.222-42                    | Statement of Equivalent Rates for Federal Hires (MAY 2014)   |   |
| <b>I.78</b>       | FAR 52.222-43                    | Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) |   |
| <b>I.79</b>       | FAR 52.222-44                    | Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (MAY 2014)                                    |   |
| <b>I.80</b>       | FAR 52.222-50                    | Combating Trafficking in Persons (NOV 2021)  |   |
| <b>I.81</b>       | FAR 52.222-54                    | Employment Eligibility Verification (MAY 2022)   |   |
| <b>I.82</b>       | FAR 52.222-55                    | Minimum Wages for Construction Workers Under Executive Order 14026 (JAN 2022)  |   |
| <b>I.83</b>       | FAR 52.222-62                    | Paid Sick Leave Under Executive Order 13706 (JAN 2022)   |   |
| <b>I.84</b>       | FAR 52.223-2                     | Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)                               |   |
| <b>I.85</b>       | FAR 52.223-3                     | Hazardous Material Identification and Material Safety Data (FEB 2021) – Alternate I (Jul 1995)                                 | (b) Offeror Fill-In                               |
| <b>I.86</b>       | FAR 52.223-5                     | Pollution Prevention and Right-to-Know Information (May 2011)  |   |
| <b>I.87</b>       | FAR 52.223-6                     | Drug-Free Workplace (MAY 2001)   | (b)(2) The Contracting Officer                    |
| <b>I.88</b>       | FAR 52.223-9<br>Full Text below  | Estimate of Percentage of Recovered Material Content for EPA-designated Items (MAY 2008)                                       | (b)(2) the Contracting Officer                    |

| <b>Clause No.</b> | <b>Reference</b> | <b>Title</b>  | <b>Fill-In Information;<br/>See FAR 52.104(d)</b> |
|-------------------|------------------|---|---|
| <b>I.89</b>       | FAR 52.223-10    | Waste Reduction Program (MAY 2011)  |   |
| <b>I.90</b>       | FAR 52.223-11    | Ozone Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)          |   |
| <b>I.91</b>       | FAR 52.223-12    | Maintenance, Service, Repair or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) |   |
| <b>I.92</b>       | FAR 52.223-13    | Acquisition of EPEAT ® Registered Imaging Equipment (JUN 2014)                                      |   |
| <b>I.93</b>       | FAR 52.223-14    | Acquisition of EPEAT ® Registered Televisions (JUN 2014)  |   |
| <b>I.94</b>       | FAR 52.223-15    | Energy Efficiency in Energy-Consuming Products (MAY 2020)   |   |
| <b>I.95</b>       | FAR 52.223-16    | Acquisition of EPEAT® - Registered Personal Computer Products (OCT 2015)                            |   |
| <b>I.96</b>       | FAR 52.223-17    | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (AUG 2018)    |   |
| <b>I.97</b>       | FAR 52.223-18    | Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)                      |   |
| <b>I.98</b>       | FAR 52.223-19    | Compliance With Environmental Management Systems (MAY 2011)   |   |
| <b>I.99</b>       | FAR 52.223-20    | Aerosols (JUN 2016)   |   |
| <b>I.100</b>      | FAR 52.223-21    | Foams (JUN 2016)  |   |
| <b>I.101</b>      | FAR 52.224-1     | Privacy Act Notification (APR 1984)   |   |
| <b>I.102</b>      | FAR 52.224-2     | Privacy Act (APR 1984)  |   |
| <b>I.103</b>      | FAR 52.224-3     | Privacy Training (JAN 2017)   |   |
| <b>I.104</b>      | FAR 52.225-1     | Buy American – Supplies (OCT 2022)  |   |
| <b>I.105</b>      | FAR 52.225-8     | Duty-Free Entry (OCT 2010)  |   |
| <b>I.106</b>      | FAR 52.225-9     | Buy American—Construction Materials (OCT 2022)  | (b)(2) None                                       |
| <b>I.107</b>      | FAR 52.225-11    | Buy American—Construction Materials Under Trade Agreements (DEC 2022)                               | (b)(3) None                                       |
| <b>I.108</b>      | FAR 52.225-13    | Restrictions on Certain Foreign Purchases (FEB 2021)  |   |
| <b>I.109</b>      | FAR 52.227-1     | Authorization and Consent (JUN 2020)  |   |
| <b>I.110</b>      | FAR 52.227-2     | Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)                        |   |

| <b>Clause No.</b> | <b>Reference</b> | <b>Title</b>  | <b>Fill-In Information; See FAR 52.104(d)</b>  |
|-------------------|------------------|---|--|
| <b>I.111</b>      | FAR 52.227-3     | Patent Indemnity (APR 1984)   |  |
| <b>I.112</b>      | FAR 52.227-4     | Patent Indemnity—Construction Contracts (DEC 2007)  |  |
| <b>I.113</b>      | FAR 52.227-14    | Rights In Data-General. (MAY 2014) – As Modified by DEAR 927.409, Alternate II (DEC 2007), Alternate III (DEC 2007), and Alternate V (DEC 2007) | Alt II fill-in: (g)(3) Purposes as set forth in 27.404-2(c)(1), and for Government business purposes (except for manufacture). |
| <b>I.114</b>      | FAR 52.227-23    | Rights to Proposal Data (Technical) (JUN 1987)  | Offeror fill-in  |
| <b>I.115</b>      | FAR 52.228-5     | Insurance - Work on a Government Installation (JAN 1997)<br><b>(Applies only to FFP task orders)</b>  |  |
| <b>I.116</b>      | FAR 52.228-7     | Insurance—Liability to Third Persons (MAR 1996) <b>(Applies to CR task orders only)</b>   |  |
| <b>I.117</b>      | FAR 52.229-3     | Federal, State, and Local Taxes (FEB 2013)<br><b>(Applies to FFP task orders only)</b>  |  |
| <b>I.118</b>      | FAR 52.232-1     | Payments (APR 1984)<br><b>(Applies to FFP task orders only)</b>   |  |
| <b>I.119</b>      | FAR 52.232-5     | Payments under Fixed Price Construction Contracts (MAY 2014)<br><b>(Applies to FFP Construction work only)</b>                                  |  |
| <b>I.120</b>      | FAR 52.232-8     | Discounts for Prompt Payment (FEB 2002) <b>(Applies to FFP task orders only)</b>  |  |
| <b>I.121</b>      | FAR 52.232-9     | Limitation on Withholding of Payments (APR 1984)  |  |
| <b>I.122</b>      | FAR 52.232-11    | Extras (APR 1984) <b>(Applies to FFP task orders only)</b>  |  |
| <b>I.123</b>      | FAR 52.232-17    | Interest (MAY 2014)   |  |
| <b>I.124</b>      | FAR 52.232-18    | Availability of Funds (APR 1984)  |  |
| <b>I.125</b>      | FAR 52.232-22    | Limitation of Funds (APR 1984)  |  |
| <b>I.126</b>      | FAR 52.232-23    | Assignment of Claims (MAY 2014)   |  |
| <b>I.127</b>      | FAR 52.232-25    | Prompt payment (JAN 2017) – Alternate I (FEB 2002) <b>(Alternate I applies to CR task orders only)</b>  |  |
| <b>I.128</b>      | FAR 52.232-27    | Prompt Payment for Construction Contracts (JUN 2017) <b>(Applies to construction work only)</b>   |  |



| <b>Clause No.</b> | <b>Reference</b> | <b>Title</b>   | <b>Fill-In Information; See FAR 52.104(d)</b> |
|-------------------|------------------|--|---|
| <b>I.129</b>      | FAR 52.232-33    | Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)  |   |
| <b>I.130</b>      | FAR 52.232-39    | Unenforceability of Unauthorized Obligations (JUN 2013)  |   |
| <b>I.131</b>      | FAR 52.232-40    | Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)   |   |
| <b>I.132</b>      | FAR 52.233-1     | Disputes (MAY 2014) - Alternate I (DEC 1991)   |   |
| <b>I.133</b>      | FAR 52.233-3     | Protest after Award (AUG 1996) – Alternate I (JUN 1985) ( <b>Alternate I applies to CR task orders only.</b> )   |   |
| <b>I.134</b>      | FAR 52.233-4     | Applicable Law for Breach of Contract Claim (OCT 2004)   |   |
| <b>I.135</b>      | FAR 52.236-1     | Performance of Work by the Contractor (APR 1984) ( <b>Applies to FFP Construction work only</b> )  | TBD on Task Order Level                       |
| <b>I.136</b>      | FAR 52.236-2     | Differing Site Conditions (APR 1984) ( <b>Applies to FFP Construction or D&amp;D work only</b> )   |   |
| <b>I.137</b>      | FAR 52.236-3     | Site Investigations and Conditions Affecting the Work (APR 1984) ( <b>Applies to FFP Construction or D&amp;D work only</b> )                                 |   |
| <b>I.138</b>      | FAR 52.236-5     | Material and Workmanship (APR 1984) ( <b>Applies to Construction work only</b> )   |   |
| <b>I.139</b>      | FAR 52.236-6     | Superintendence by the Contractor (APR 1984) (Applies to any FFP construction or D&D work only)  |   |
| <b>I.140</b>      | FAR 52.236-7     | Permits and Responsibilities (NOV 1991) ( <b>Applies to FFP or CR Construction work or FFP D&amp;D work</b> )  |   |
| <b>I.141</b>      | FAR 52.236-8     | Other Contracts (APR 1984) (Applies to any FFP construction or D&D work only)  |   |
| <b>I.142</b>      | FAR 52.236-9     | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984) ( <b>Applies to FFP construction or D&amp;D work only</b> ) |   |

| <b>Clause No.</b> | <b>Reference</b> | <b>Title</b>  | <b>Fill-In Information;<br/>See FAR 52.104(d)</b>  |
|-------------------|------------------|---|--|
| <b>I.143</b>      | FAR 52.236-10    | Operations and Storage Areas (APR 1984) <b>(Applies to any FFP construction or D&amp;D work only)</b>   |  |
| <b>I.144</b>      | FAR 52.236-11    | Use and Possession Prior to Completion (APR 1984) <b>(Applies to FFP construction work only)</b>  |  |
| <b>I.145</b>      | FAR 52.236-12    | Cleaning Up (APR 1984) <b>(Applies to any FFP construction or D&amp;D work only)</b>  |  |
| <b>I.146</b>      | FAR 52.236-13    | Accident Prevention (NOV 1991) <b>(Applies to any FFP construction or D&amp;D work only)</b>  |  |
| <b>I.147</b>      | FAR 52.236-14    | Availability and Use of Utility Services (APR 1984) <b>(Applies to any FFP construction or D&amp;D work only)</b>                             |  |
| <b>I.148</b>      | FAR 52.236-15    | Schedules for Construction Contracts (APR 1984) <b>(Applies to FFP construction work only)</b>  |  |
| <b>I.149</b>      | FAR 52.236-18    | Work Oversight in Cost Reimbursement Construction Contracts (APR 1984) <b>(Applies to CR construction work only)</b>                          |  |
| <b>I.150</b>      | FAR 52.236-19    | Organization and Direction of the Work (APR 1984) <b>(Applies to CR construction work only)</b>   |  |
| <b>I.151</b>      | FAR 52.236-21    | Specifications and Drawings for Construction – Alternate I, Alternate II (APR 1984) <b>(Applies to FFP construction or D&amp;D work only)</b> | Fill-In for Alternate II to be completed by Contracting Officer prior to issuance of any applicable Task Orders. |
| <b>I.152</b>      | FAR 52.237-2     | Protection of Government Buildings, Equipment, and Vegetation (APR 1984) <b>(Applies to CR construction work only)</b>                        |  |
| <b>I.153</b>      | FAR 52.237-3     | Continuity of Services (JAN 1991)   |  |
| <b>I.154</b>      | FAR 52.239-1     | Privacy or Security Safeguards (AUG 1996)   |  |
| <b>I.155</b>      | 52.242-1         | Notice of Intent to Disallow Costs (APR 1984)   |  |
| <b>I.156</b>      | FAR 52.242-3     | Penalties for Unallowable Costs (DEC 2022)  |  |
| <b>I.157</b>      | FAR 52.242-4     | Certification of Final Indirect Costs (JAN 1997)  |  |

| <b>Clause No.</b> | <b>Reference</b> | <b>Title</b>   | <b>Fill-In Information; See FAR 52.104(d)</b>  |
|-------------------|------------------|--|--|
| <b>I.158</b>      | FAR 52.242-5     | Payments to Small Business Subcontractors (JAN 2017)   |  |
| <b>I.159</b>      | FAR 52.242-13    | Bankruptcy (JUL 1995)  |  |
| <b>I.160</b>      | FAR 52.243-1     | Changes - Fixed-Price (AUG 1987) - Alternate I (APR 1984) ( <b>Applies to FFP task orders only</b> )               |  |
| <b>I.161</b>      | FAR 52.243-2     | Changes – Cost-Reimbursement (AUG 1987) – Alternate I (APR 1984), Alternate II (APR 1984) Alternate III (APR 1984) |  |
| <b>I.162</b>      | FAR 52.243-4     | Changes (JUN 2007)   |  |
| <b>I.163</b>      | FAR 52.243-6     | Change Order Accounting (APR1984)  |  |
| <b>I.164</b>      | FAR 52.243-7     | Notification of Changes (JAN 2017)   |  |
| <b>I.165</b>      | FAR 52.244-2     | Subcontracts (JUN 2020) Alternate I (JUN 2020) ( <b>Alternate I applies to CR task orders only</b> )               | <p>(d) Any subcontract to replace any of the subcontracts noted in Paragraph (j) of this clause as well as any subcontract equal to or greater than \$[Contracting Officer (CO)] (fill in after award).</p> <p>(j) Any and all subcontractors evaluated prior to contract award (as listed in Section H, DOE-H-2058) and all subcontractors evaluated prior to the award of contract modifications and task orders issued against the contact.</p> |
| <b>I.166</b>      | FAR 52.244-5     | Competition in Subcontracting (DEC 1996)   |  |
| <b>I.167</b>      | FAR 52.244-6     | Subcontracts for Commercial Items (DEC 2022)   |  |
| <b>I.168</b>      | FAR 52.245-1     | Government Property (SEP 2021)   |  |
| <b>I.169</b>      | FAR 52.245-9     | Use and Charges (APR 2012)   |  |
| <b>I.170</b>      | FAR 52.246-25    | Limitation of Liability – Services (FEB 1997)  |  |

| <b>Clause No.</b> | <b>Reference</b> | <b>Title</b>  | <b>Fill-In Information; See FAR 52.104(d)</b>   |
|-------------------|------------------|---|---|
| <b>I.171</b>      | FAR 52.246-26    | Reporting Nonconforming Items (NOV 2021)  |   |
| <b>I.172</b>      | FAR 52.247-1     | Commercial Bill of Lading Notations (FEB 2006)  | (a) Department of Energy<br>(b) Department of Energy Contract No. [Contracting Officer Fill-In at Award]; the Contract Administration Office specified in Section G |
| <b>I.173</b>      | FAR 52.247-63    | Preference for U.S.-Flag Air Carriers (JUN 2003)  |   |
| <b>I.174</b>      | FAR 52.247-64    | Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)  |   |
| <b>I.175</b>      | FAR 52.247-67    | Submission of Transportation Documents for Audit (FEB 2006)   |   |
| <b>I.176</b>      | FAR 52.247-68    | Report of Shipment (REPSHIP) (FEB 2006)   |   |
| <b>I.177</b>      | FAR 52.248-1     | Value Engineering (JUN 2020)  | (m) Contract number will be inserted at time of award.  |
| <b>I.178</b>      | FAR 52.248-3     | Value Engineering—Construction (OCT 2020) <b>(Applies to construction work only)</b>  | (h)(1) Contract number will be inserted at time of award.   |
| <b>I.179</b>      | FAR 52.249-2     | Termination for Convenience of the Government (Fixed-Price) (APR 2012) <b>(Applies to FFP task orders only)</b>   |   |
| <b>I.180</b>      | FAR 52.249-3     | Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (APR 2012) <b>(Applies to any FFP D&amp;D Task Orders only)</b> |   |
| <b>I.181</b>      | FAR 52.249-6     | Termination (Cost Reimbursement) (MAY 2004) – Alternate I (SEP 1996) <b>(Applies to CR construction work only)</b>  |   |
| <b>I.182</b>      | FAR 52.249-8     | Default (Fixed-Price Supply and Service) (APR 1984) <b>(Applies to FFP task orders only)</b>  |   |

| <b>Clause No.</b> | <b>Reference</b> | <b>Title</b>   | <b>Fill-In Information;<br/>See FAR 52.104(d)</b>        |
|-------------------|------------------|--|--|
| <b>I.183</b>      | FAR 52/249-10    | Default (Fixed-Price Construction) (APR 1984) Alternate I (APR 1984)<br><b>(Applies to FFP construction work only. Alternate I applies to FFP D&amp;D work only)</b> |  |
| <b>I.184</b>      | FAR 52.249-14    | Excusable Delays (APR 1984)<br><b>(Applies to CR task orders only)</b>   |  |
| <b>I.185</b>      | FAR 52.251-1     | Government Supply Sources (APR 2012)   |  |
| <b>I.186</b>      | FAR 52.251-2     | Interagency Fleet Management System Vehicles and Related Services (JAN 1991)   |  |
| <b>I.187</b>      | FAR 52.253-1     | Computer Generated Forms (JAN 1991)  |  |
| <b>I.188</b>      | DEAR 952.202-1   | Definitions (FEB 2011)   |  |
| <b>I.189</b>      | DEAR 952.203-70  | Whistleblower Protection for Contractor Employees (DEC 2000)   |  |
| <b>I.190</b>      |                  | RESERVED   |  |
| <b>I.191</b>      |                  | RESERVED   |  |
| <b>I.192</b>      | DEAR 952.204-75  | Public Affairs (DEC 2000)  |  |
| <b>I.193</b>      | DEAR 952.204-77  | Computer Security (AUG 2006)   |  |
| <b>I.194</b>      | DEAR 952.208-70  | Printing (APR 1984)  |  |
| <b>I.195</b>      | DEAR 952.209-72  | Organizational Conflicts of Interest (AUG 2009) – Alternate I (FEB 2011)   | (b)(1)(i) the specific period for the fill-in is two (2) |
| <b>I.196</b>      | DEAR 952.215-70  | Key Personnel (DEC 2000)   |  |
| <b>I.197</b>      | DEAR 952.216-7   | Allowable Cost and Payment (FEB 2011)  |  |
| <b>I.198</b>      | DEAR 952.223-71  | Integration of Environment, Safety, and Health into Work Planning and Execution  |  |
| <b>I.199</b>      | DEAR 952.223-72  | Radiation Protection and Nuclear Criticality (APR 1984)  |  |
| <b>I.200</b>      | DEAR 952.223-75  | Preservation of Individual Occupational Radiation Exposure Records (APR 1984)  |  |

| <b>Clause No.</b> | <b>Reference</b>                   | <b>Title</b>  | <b>Fill-In Information; See FAR 52.104(d)</b> |
|-------------------|------------------------------------|---|---|
| <b>I.201</b>      | DEAR 952.223-78                    | Sustainable Acquisition Program (Oct 2010) – Alternate I (Oct 2010)<br><b>(Alternate I applies to construction work only)</b> |   |
| <b>I.202</b>      | DEAR 952.225-71                    | Compliance with Export Control Laws and Regulations (Export Clause) (NOV 2015)  |   |
| <b>I.203</b>      | DEAR 952.226-74                    | Displaced Employee Hiring Preference (JUN 1997)   |   |
| <b>I.204</b>      | DEAR 952.231-71                    | Insurance—Litigation and Claims (JUL 2013)  |   |
| <b>I.205</b>      | DEAR 952.242-70                    | Technical Direction (DEC 2000)  |   |
| <b>I.206</b>      | DEAR 952.251-70                    | Contractor Employee Travel Discounts (AUG 2009)   |   |
| <b>I.207</b>      | DEAR 970.5204-3<br>Full Text Below | Access To and Ownership of Records (OCT 2014) (DEVIATION) (Issued by DOE Policy Flash 2015-23)                                |   |
| <b>I.208</b>      | DEAR 970.5217-3                    | Conditional Payment of Fee, Profit, and Other Incentives - Facility Management Contracts (AUG 2009)                           |   |
| <b>I.209</b>      | DEAR 970.5223-1                    | Integration of Environment, Safety, and Health into Work Planning (DEC 2000)  |   |

**FULL TEXT CLAUSES**

**I.23 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)**

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

- (1) “Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.
- (2) “Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.
- (3) “Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

- (4) “Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).
- (5) “Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
  - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
  - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
  - (iii) Verify and control/limit connections to and use of external information systems.
  - (iv) Control information posted or processed on publicly accessible information systems.
  - (v) Identify information system users, processes acting on behalf of users, or devices.
  - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
  - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
  - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
  - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
  - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
  - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
  - (xii) Identify, report, and correct information and information system flaws in a timely manner.
  - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

- (xiv) Update malicious code protection mechanisms when new releases are available.
  - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

#### **I.43 FAR 52.216-18 ORDERING (AUG 2020)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of contract award through the end of the total contract ordering period.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered issued when—
- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
  - (2) If sent by fax, the Government transmits the order to the Contractor 's fax number; or
  - (3) If sent electronically, the Government either—
    - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
    - (ii) Distributes the delivery order or task order via email to the Contractor 's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.



**I.44 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor -
- (1) Any order for a single item in excess of \$2,000,000,000.00.
  - (2) Any order for a combination of items in excess of \$2,000,000,000.00; or
  - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.45 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five (5) years beyond the end of the contract ordering period.

**I.47 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (APPLIES TO TASK ORDERS WITH AN**

**OPTION(S) ONLY**

- (a) The Government may extend the term of this contract by written notice to the Contractor within TBD on Task Order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least TBD on Task Order level days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed TBD on Task Order level.

**I.72 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)**

- (a) *Definitions.* As used in this clause--  
“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.
- (b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

**I.73 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)**

- (a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for

noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**I.88 FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items**

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

*Postconsumer material* means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer [*Contracting Officer complete in accordance with agency procedures*].

**I.209 DEAR 970.5204-3 Access To and Ownership of Records (Oct 2014) (DEVIATION)  
(Issued by Policy Flash 2015-23)**

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 CFR, Chapter XII, Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."

(b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.

- (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under

- an expectation of confidentiality; employee assistance program records; and personnel and medical/health related records and similar files), and nonemployee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.
- (2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
  - (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and
  - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
  - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
    - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
    - (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
    - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver

such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

- (e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- (f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 CFR Chapter XII, Subchapter B, “Records Management” and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.
- (g) Subcontracts.
  - (1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223–72, or whenever an on-site subcontract scope of work
    - (i) could result in potential exposure to:
      - (A) radioactive materials;
      - (B) beryllium; or
      - (C) asbestos or
    - (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in:
      - (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2);
      - (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850;
      - (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or
      - (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

- (2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

**Part III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J**

**LIST OF ATTACHMENTS**

**DOE-J-2001 List of Attachments (Oct 2015)**

The following attachments constitute part of this Contract:

| <b>Attachment Number</b> | <b>Title of Attachment</b>   |
|--------------------------|--|
| J-1                      | Acronym List   |
| J-2                      | Requirements Sources and Implementing Documents                                    |
| J-3                      | Wage Determinations (to be included in each individual Task Order)                 |
| J-4                      | Deliverables (to be included in each individual Task Order)                        |
| J-5                      | Government Furnished Services/Items (to be included in each individual Task Order) |
| J-6                      | Pricing Schedules (to be included as applicable in each individual Task Order)     |

**ATTACHMENT J-1**  
**ACRONYM LIST**

|        |   |
|--------|---|
| ADR    | Alternate Dispute Resolution  |
| AIPT   | Acquisition Integrated Project Team                                   |
| ALARA  | As Low As Reasonably Achievable                                       |
| ANC    | Alaskan Native Corporation  |
| ANSI   | American National Standards Institute                                 |
| AOC    | Administrative Order on Consent                                       |
| AP     | Acquisition Plan  |
| ASER   | Annual Site Environmental Report                                      |
| ASME   | American Society of Mechanical Engineers                              |
| ASQ    | American Society for Quality  |
| AWE    | Atomic Weapons Employer   |
| CAGE   | Commercial and Government Entity                                      |
| CAIRS  | Computerized Accident/Incident Reporting System                       |
| CARB   | California Air Resource Board   |
| CAS    | Contractor Assurance System   |
| CBB    | Contract Budget Base  |
| CBDPP  | Chronic Beryllium Disease Prevention Program                          |
| CD     | Critical Decision   |
| CDSR   | Chemical Data Summary Report  |
| CERCLA | Comprehensive Environmental Response, Compensation, and Liability Act |
| CEQ    | Council on Environmental Quality                                      |
| CEQA   | California Environmental Quality Act                                  |
| CFR    | Code of Federal Regulations   |
| CFSR   | Contract Funds Status Report  |
| CHRM   | Contractor Human Resources Management                                 |
| CLIN   | Contract Line Item Number   |
| CMI    | Corrective Measures Implementation                                    |
| CMS    | Corrective Measures Study   |
| CO     | Contracting Officer   |
| CONOPS | Conduct of Operations   |
| COOP   | Continuity of Operations Planning                                     |
| COR    | Contracting Officer Representative                                    |
| CPAF   | Cost-Plus-Award-Fee   |
| CPARS  | Contractor Performance Assessment Reporting System                    |
| CPFF   | Cost-Plus-Fixed-Fee   |
| CPIF   | Cost-Plus-Incentive-Fee   |
| CR     | Cost-Reimbursement  |
| CRD    | Contractor Requirements Document                                      |
| CUI    | Controlled Unclassified Information                                   |
| CUPA   | Certified Unified Program Agency                                      |



|         |   |
|---------|---|
| CWA     | Clean Water Act   |
| D&D     | Demolition and Disposal                                       |
| DAR     | Document Acquisition Request                                  |
| DBT     | Design Basis Threat   |
| DD&R    | Deactivation, Decommissioning, and Removal                    |
| DEAR    | Department of Energy Acquisition Regulations                  |
| DID     | Data Item Description   |
| DMR     | Discharge Monitoring Reports                                  |
| DOD     | Department of Defense   |
| DOE     | U.S. Department of Energy                                     |
| DOE-PM  | DOE Office of Project Management                              |
| DOL     | U.S. Department of Labor                                      |
| DOT     | Department of Transportation                                  |
| DPLH    | Direct Productive Labor Hours                                 |
| DSA     | Documented Safety Analysis                                    |
| DTSC    | Department of Toxic Substances Control                        |
| DQO     | Data Quality Objectives                                       |
| DUNS    | Data Universal Numbering System                               |
| EA      | Environmental Assessment                                      |
| EAL     | Emergency Action Level  |
| EEOICPA | Energy Employee Occupational Illness Compensation Program Act |
| EIA     | Electronic Industries Alliance                                |
| EIR     | Environmental Impact Report                                   |
| EIS     | Environmental Impact Statement                                |
| EM      | Office of Environmental Management                            |
| EMCBC   | Environmental Management Consolidated Business Center         |
| EMS     | Environmental Management System                               |
| EPA     | Environmental Protection Agency                               |
| ERMS    | Electronic Records Management Systems                         |
| ES&H    | Environmental, Safety and Health                              |
| ESH&Q   | Environmental, Safety, Health and Quality                     |
| ETEC    | Energy Technology Engineering Center                          |
| EVMS    | Earned Value Management System                                |
| FAR     | Federal Acquisition Regulation                                |
| FCC     | Federal Communication Commission                              |
| FCD     | Federal Continuity Directive                                  |
| FFP     | Firm-Fixed-Price  |
| FIMS    | Facilities Information Management System                      |
| FNVA    | Foreign National Visits and Assignments                       |
| FOCI    | Foreign Ownership, Control, or Influence                      |
| FOIA    | Freedom of Information Act                                    |
| FONSI   | Finding of No Significant Impact                              |
| FP      | Fixed- Price  |
| FRC     | Federal Record Center   |
| FSDF    | Former Sodium Disposal Facility                               |
| FSP     | Field Sampling Plan   |

|         |   |
|---------|---|
| FY      | Fiscal Year   |
| GAO     | Government Accountability Office                          |
| GC      | General Counsel   |
| GETS    | Groundwater Extraction Treatment System                   |
| GFS/I   | Government Furnished Services and Information             |
| GRS     | General Records Schedules                                 |
| GWIM    | Groundwater Interim Measures                              |
| HCA     | Head of Contracting Activity                              |
| HQ      | Headquarters  |
| HSPD    | Homeland Security Presidential Direction                  |
| HUBZone | Historically Underutilized Business Zone                  |
| HWMF    | Hazardous Waste Management Facility                       |
| IAT     | Integrated Acquisition Team                               |
| IBR     | Integrated Baseline Review                                |
| IDIQ    | Indefinite Delivery Indefinite Quantity                   |
| IMP     | Integrated Master Plan                                    |
| IMS     | Integrated Master Schedule                                |
| IPMR    | Integrated Program Management Report                      |
| IPPD    | Integrated Product and Process Development                |
| IPR     | Independent Project Review                                |
| ISM     | Integrated Safety Management                              |
| ISMS    | Integrated Safety Management System                       |
| ISO     | International Organization for Standardization            |
| JV      | Joint Venture   |
| LARWQCB | Los Angeles Regional Water Quality Control Board          |
| LLC     | Limited Liability Company                                 |
| LLP     | Limited Liability Partnership                             |
| LLW     | low-level waste   |
| MLLW    | mixed low-level waste                                     |
| NAICS   | North American Industry Classification System             |
| NARA    | National Archives and Records Administration              |
| NASA    | National Aeronautics and Space Administration             |
| NBZ     | Northern Buffer Zone                                      |
| NDIA    | National Defense Industrial Association                   |
| NEPA    | National Environmental Policy Act                         |
| NESHAP  | National Emissions Standards for Hazardous Air Pollutants |
| NIOSH   | National Institute for Occupational Safety and Health     |
| NMC&A   | Nuclear Material Control and Accountability               |
| NNSA    | National Nuclear Security Administration                  |
| NPDES   | National Pollutant Discharge Elimination System           |
| NQA     | Nuclear Quality Assurance                                 |
| NR      | Naval Reactors  |
| NTC     | National Training Center                                  |
| NTP     | Notice to Proceed   |
| O       | (In reference to DOE directives) Order                    |
| OAM     | Office of Acquisition Management                          |

|        |  |
|--------|--|
| OCI    | Organizational Conflict of Interest              |
| ODFSA  | Officially Designated Federal Security Authority |
| OIG    | Office of Inspector General                      |
| OPSEC  | Operations Security                              |
| ORAU   | Oak Ridge Associated Universities                |
| ORFSC  | Oak Ridge Financial Service Center               |
| ORPS   | Occurrence Reporting and Processing Systems      |
| OS     | Office of Science                                |
| OSHA   | Occupational Safety and Health Act               |
| OTB    | Over Target Baseline                             |
| OTS    | Over Target Schedule                             |
| OUO    | Official Use Only                                |
| PARS   | Project Assessment and Reporting System          |
| PCB    | Polychlorinated Biphenyl                         |
| PIV    | Personal Identity Verification                   |
| PM     | Project Management                               |
| PMB    | Performance Measurement Baseline                 |
| POC    | Point of Contact                                 |
| POP    | Period of Performance                            |
| PWS    | Performance Work Statement                       |
| QA     | Quality Assurance                                |
| QAP    | Quality Assurance Program                        |
| QARD   | Quality Assurance Requirements and Description   |
| QC     | Quality Control                                  |
| RAW    | Removal Action Work                              |
| RCRA   | Resource Conservation and Recovery Act           |
| RFI    | Remedial Field Investigation                     |
| RFP    | Request for Proposal                             |
| RFS    | Request for Services                             |
| RMFO   | Records Management Field Office                  |
| RMHF   | Radioactive Materials Handling Facility          |
| ROD    | Record of Decision                               |
| RPP    | Radiation Protection Program                     |
| RTP    | Request for Task Proposal                        |
| RWQCB  | Regional Water Quality Control Board             |
| S&M    | Surveillance and Maintenance                     |
| S&S    | Safeguards and Security                          |
| SAM    | System for Award Management                      |
| SB     | Small Business                                   |
| SBA    | Small Business Administration                    |
| SC     | Office of Science                                |
| SDVOSB | Service-Disabled Veteran-Owned Small Business    |
| SEB    | Source Evaluation Board                          |
| SME    | Subject Matter Expert                            |
| SNM    | Special Nuclear Material                         |
| SOP    | Standard Operating Procedure                     |

|        |   |
|--------|---|
| SOR    | System of Records                                       |
| SPP    | Strategic Partnership Projects                          |
| SRAIP  | Soils Remedial Action Implementation Plan               |
| SRDP   | Soils Remedial Design Plan                              |
| SRE    | Sodium Reactor Equipment                                |
| SSC    | Structures, Systems, and Components                     |
| SSFL   | Santa Susana Field Laboratory                           |
| SW     | Sanitary Waste  |
| TO     | Task Order  |
| TRU    | Transuranic   |
| TSR    | Technical Safety Requirements                           |
| UCNI   | Unclassified Controlled Nuclear Information             |
| UERM   | Universal Electronic Records Management                 |
| U.S.   | United States   |
| USC    | United States Code                                      |
| USQ    | Unreviewed Safety Question                              |
| VIPERS | Vendor Invoicing Portal and Electronic Reporting System |
| VOC    | Volatile Organic Compound                               |
| VOSB   | Veteran-Owned Small Business                            |
| WBS    | Work Breakdown Structure                                |
| WSAP   | Workplace Substance Abuse Program                       |
| WSHP   | Worker Safety and Health Program                        |
| WQS    | Water Quality Sampling                                  |
| WQSAP  | Water Quality Sampling and Analysis Plan                |

**ATTACHMENT J-2 - REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS**

**List A. Applicable Federal, State, and Local Regulations**

The federal, state, and local regulations found in the Contract constitute List A, *Applicable Federal, State, and Local Regulations*, referenced in the Section H clause *Laws, Regulations, and DOE Directives*. Omission of any applicable law or regulation from the Contract does not affect the obligation of the Contractor to comply with such law or regulation. List B below contains a list of applicable DOE Directives that are required for this Contract.

**List B. Applicable DOE Directives**

The DOE directives listed in the table below contain requirements relevant to the scope of work under this contract. In most cases, the requirements applicable to the contractor are contained in a Contractor Requirements Document (CRD) attached to the DOE directive. The Contractor is encouraged to continuously evaluate the work scope and contract requirements for opportunities to improve efficiency or creativity and propose alternative methods to those specified in the DOE directives.

**Table J-2.1 Directives, Regulations, Policies, and Standards**

| <b>Directive/Requirement No.</b>            | <b>Directive Title</b>  |
|---|---|
| <a href="#">DOE O 140.1A</a>                | Interface with the Defense Nuclear Facilities Safety Board  |
| <a href="#">DOE P 140.1</a>                 | Natural Resource Damage Assessment Cooperation and Integration  |
| <a href="#">DOE P 141.1</a>                 | Department of Energy Management of Cultural Resources   |
| <a href="#">DOE O 142.2A Admin Chg 1</a>    | Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency                                  |
| <a href="#">DOE M 142.2-1 Admin Chg 1</a>   | Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency |
| <a href="#">DOE O 142.3B Chg 1 (LtdChg)</a> | Unclassified Foreign National Access Program  |
| <a href="#">DOE O 144.1, Admin Chg 1</a>    | Department of Energy American Indian Tribal Government Interactions and Policy  |
| <a href="#">DOE O 150.1B</a>                | Continuity Programs   |
| <a href="#">DOE O 151.1D Chg1 (MinChg)</a>  | Comprehensive Emergency Management System   |
| <a href="#">DOE O 200.1A Chg 1 (MinChg)</a> | Information Technology Management   |
| <a href="#">DOE O 203.1</a>                 | Limited Personal Use of Government Office Equipment including Information Technology  |

| Directive/Requirement No.                       | Directive Title  |
|---|--|
| <a href="#">DOE O 205.1C Chg 1 (LtdChg)</a>     | Department of Energy Cyber Security Program                          |
| <a href="#">DOE O 206.1 Chg 1 (MinChg)</a>      | Department of Energy Privacy Program                                 |
| <a href="#">DOE O 206.2</a>                     | Identity, Credential, and Access Management (ICAM)                   |
| <a href="#">DOE O 210.2A</a>                    | DOE Corporate Operating Experience Program                           |
| <a href="#">DOE O 221.1B</a>                    | Reporting Fraud, Waste, And Abuse To The Office Of Inspector General |
| <a href="#">DOE O 221.2A</a>                    | Cooperation With The Office Of Inspector General                     |
| <a href="#">DOE O 225.1B</a>                    | Accident Investigations  |
| <a href="#">DOE O 226.1B (Admin Chg)</a>        | Implementation Of Department Of Energy Oversight Policy              |
| <a href="#">DOE P 226.2*</a>                    | Policy for Federal Oversight and Contractor Assurance Systems        |
| <a href="#">DOE O 227.1A Chg 1 (AdminChg)</a>   | Independent Oversight Program  |
| <a href="#">DOE O 231.1B Admin Chg 1</a>        | Environment, Safety and Health Reporting                             |
| <a href="#">DOE O 232.2A Chg 1 (MinChg)</a>     | Occurrence Reporting and Processing of Operations Information        |
| <a href="#">DOE O 243.1C</a>                    | Records Management Program   |
| <a href="#">DOE O 252.1A Admin Chg 1</a>        | Technical Standards Program  |
| <a href="#">DOE O 350.1 Chg 7 (LtdChg)</a>      | Contractor Human Resource Management Programs                        |
| <a href="#">DOE O 350.5</a>                     | COVID Safety Protocols for Federal Contractors                       |
| <a href="#">DOE P 364.1*</a>                    | Health and Safety Training Reciprocity                               |
| <a href="#">DOE O 410.2 Admin Chg 1</a>         | Management of Nuclear Materials                                      |
| <a href="#">DOE P 410.3*</a>                    | Program Management   |
| <a href="#">DOE O 413.3 B Change 6 (LtdChg)</a> | Program and Project Management for the Acquisition of Capital Assets |
| <a href="#">DOE O 414.1D Chg 2 (LtdChg)</a>     | Quality Assurance  |
| <a href="#">DOE O 415.1 Chg 2 (MinChg)</a>      | Information Technology Project Management                            |

| <b>Directive/Requirement No.</b>                | <b>Directive Title</b>  |
|---|---|
| <a href="#">DOE O 420.1C Chg 3 (LtdChg)</a>     | Facility Safety   |
| <a href="#">DOE P 420.1*</a>                    | Department of Energy Nuclear Safety Policy  |
| <a href="#">DOE O 422.1 Chg 4 (LtdChg)</a>      | Conduct of Operations   |
| <a href="#">DOE O 425.1D Chg 2 (MinChg)</a>     | Verification of Readiness to Start Up or Restart Nuclear Facilities   |
| <a href="#">DOE O 426.2 Chg 1 (AdminChg)</a>    | Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities             |
| <a href="#">DOE O 433.1B Chg 1 (AdminChg)</a>   | Maintenance Management Program for DOE Nuclear Facilities   |
| <a href="#">DOE O 435.1 Chg 2 (AdminChg)</a>    | Radioactive Waste Management  |
| <a href="#">DOE N 435.1</a>                     | Contact-Handled and Remote-Handled Transuranic Waste Packaging  |
| <a href="#">DOE M 435.1-1 Chg 3 (LtdChg)</a>    | Radioactive Waste Management Manual   |
| <a href="#">DOE O 436.1A</a>                    | Departmental Sustainability   |
| <a href="#">DOE M 441.1-1 Chg 1 (Admin Chg)</a> | Nuclear Material Packaging  |
| <a href="#">DOE O 442.1B</a>                    | Department of Energy Employee Concerns Program  |
| <a href="#">DOE O 442.2 Chg 1 (PgChg)</a>       | Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns |
| <a href="#">DOE P 444.1*</a>                    | Preventing and Responding to all Forms of Violence in the Workplace   |
| <a href="#">DOE P 450.4A* Chg 1 (MinChg)</a>    | Integrated Safety Management Policy   |
| <a href="#">DOE P 451.1*</a>                    | National Environmental Policy Act Compliance Program  |
| <a href="#">DOE P 454.1* Chg 1 (AdminChg)</a>   | Use of Institutional Controls   |
| <a href="#">DOE O 458.1 Chg 4 (LtdChg)</a>      | Radiation Protection of the Public and the Environment  |
| <a href="#">DOE O 460.1D Chg1 (LtdChg)</a>      | Hazardous Materials Packaging and Transportation Safety   |
| <a href="#">DOE O 460.2B</a>                    | Departmental Materials Transportation Management  |

| Directive/Requirement No.                     | Directive Title   |
|---|---|
| <a href="#">DOE O 461.2</a>                   | Onsite Packaging and Transfer of Materials of National Security Interest  |
| <a href="#">DOE P 470.1B* (LtdChg)</a>        | Safeguards and Security Program   |
| <a href="#">DOE O 470.4B Chg 3</a>            | Safeguards and Security Program   |
| <a href="#">DOE O 470.5</a>                   | Insider Threat Program  |
| <a href="#">DOE O 470.6 Chg 1 (MinChg)</a>    | Technical Security Program  |
| <a href="#">DOE O 471.1B</a>                  | Identification and Protection of Unclassified Controlled Nuclear Information  |
| <a href="#">DOE O 471.6 Chg 3 (Admin Chg)</a> | Information Security  |
| <a href="#">DOE O 471.7</a>                   | Controlled Unclassified Information   |
| <a href="#">DOE O 472.2A</a>                  | Personnel Security  |
| <a href="#">DOE O 473.1A</a>                  | Physical Protection Program   |
| <a href="#">DOE O 473.2A</a>                  | Protective Force Operations   |
| <a href="#">DOE O 474.2A</a>                  | Nuclear Material Control and Accountability   |
| <a href="#">DOE O 475.1</a>                   | Counterintelligence Program   |
| <a href="#">DOE O 475.2B</a>                  | Identifying Classified Information  |
| <a href="#">DOE P 481.1</a>                   | DOE Policy Regarding Laboratories, Plants and Sites Engaging in Strategic Partnership Projects with other Federal Agencies, Independent Organizations, and the Private Sector |
| <a href="#">DOE O 483.1B, Chg. 2</a>          | DOE Cooperative Research and Development Agreements   |
| <a href="#">DOE P 485.1A</a>                  | Foreign Engagement with DOE National Laboratories   |
| <a href="#">DOE O 486.1A</a>                  | Foreign Government Sponsored or Affiliated Activities   |
| <a href="#">DOE O 522.1A</a>                  | Pricing of Department Materials and Services  |
| <a href="#">DOE O 550.1, Chg. 1</a>           | Official Travel   |
| <a href="#">DOE P 547.1A*</a>                 | Small Business First Policy   |



| Directive/Requirement No.   | Directive Title |
|---|-----------------|
| * DOE Policies provides guidance for Contractor Programs and Do Not contain contractual requirements. |                 |
| <b>Implementing Documents</b>   |                 |
| <i>To be included with the individual Task Order, as necessary.</i>                                   | N/A             |

**ATTACHMENT J-3 - WAGE DETERMINATION – SERVICE CONTRACT  
LABOR STANDARDS (formerly known as the Service Contract [SCA]) and  
Construction Wage Rate Requirements (formerly known as the Davis-Bacon Act  
[DBA])**

**(To be included in each individual Task Order)**

**ATTACHMENT J-4 - DELIVERABLES**

**(To be included in each individual Task Order)**

**ATTACHMENT J-5 – GOVERNMENT FURNISHED SERVICES/ITEMS (GFS/I)**

**(To be included in each individual Task Order)**

**ATTACHMENT J-6 – PRICING SCHEDULES**

**(To be included as applicable in each individual Task Order)**