

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				13	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
P00119		See Block 16C			
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
		893042		00701	
EM-Idaho Department of Energy Office of Environmental Management Idaho Cleanup Project 1955 Fremont Avenue Idaho Falls ID 83415		7. ADMINISTERED BY (If other than Item 6)		U.S. Department of Energy Idaho Operations Office 1955 Fremont Avenue Idaho Falls ID 83415	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
IDAHO ENVIRONMENTAL COALITION LLC Attn: Brant Dotson 600 William Northern Blvd Tullahoma TN 373884729				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 89303321DEM000061	
CODE		FACILITY CODE		10B. DATED (SEE ITEM 13)	
				05/27/2021	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.243-2 - Changes -- Cost Reimbursement (Aug 1987) - Alt I (Apr 1984)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: Not Available UEI: LQ5ZLNE3EM27 The purpose of this modification is to update the following contract sections:					
<ul style="list-style-type: none">• Section B, Supplies or Services and Prices/Costs• Section H, Special Contract Requirements• Section I, Contract Clauses• Section J, Attachment J-2, List of Deliverables• Section J, Attachment J-3, Requirements Sources and Implementing Documents• Section J, Attachment J-9, Master Small Business Subcontracting Plan					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
KIMBERLI SOUTHWICK Digitally signed by KIMBERLI SOUTHWICK (Affiliate)		Grace H. Ruiz			
15B. (Affiliate) OFFEROR		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
Date: 2025.02.13 09:29:21 -0700		GRACE RUIZ Digitally signed by GRACE RUIZ Date: 2025.02.13 09:38:24 -0700		02/13/2025	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			
Previous edition unusable		STANDARD FORM 30 (REV. 11/2016) Prescribed by GSA FAR (48 CFR) 53.243			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 89303321DEM000061/P00119	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR
IDAHO ENVIRONMENTAL COALITION LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Updates are as follows:</p> <p>Section B, Supplies or Services and Prices/Costs -----</p> <ul style="list-style-type: none"> • B.7(b) Remove reference to Contractor's Diversity Plan and Section H Clause, entitled DOE-H-2046, Diversity Program <p>Section H, Special Contract Requirements -----</p> <ul style="list-style-type: none"> • H.23 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014) (REVISED) - Updated Responsible Corporate Official and Corporate Board of Directors • H.37 DOE-H-2058 DESIGNATION AND CONSENT OF TEAMING SUBCONTRACTS - ALTERNATE I (OCT 2014) (REVISED) - Incorporate potential scopes of work each Teaming Subcontractor may perform subject to cost reasonableness and other considerations • H.57 PARTNERING - Incorporate that the Partnering Agreement will also include language to include Teaming Subcontractors in partnering discussions that involve Teaming Subcontractor scope <p>Section I, Contract Clauses -----</p> <p>The following clauses are updated to the current versions:</p> <ul style="list-style-type: none"> • FAR 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) • FAR 52.223.12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) <p>Section J, Attachment J-2, List of Deliverables -----</p> <p>The following Deliverables are removed:</p> <ul style="list-style-type: none"> • Deliverable 130, Diversity plan • Deliverable 131, Annual diversity report <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
IDAHO ENVIRONMENTAL COALITION LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Section J, Attachment J-3, Requirements Sources and Implementing Documents</p> <p>-----</p> <p>The following updates are incorporated into List B, Applicable DOE Directives:</p> <ul style="list-style-type: none"> • DOE O 436.1, Departmental Sustainability, removed • DOE O 425.1E, Verification of Readiness to Startup or Restart Nuclear Facilities, updated to current version <p>Section J, Attachment J-9, Master Small Business Subcontracting Plan</p> <p>-----</p> <ul style="list-style-type: none"> • Replace Master Small Business Subcontracting Plan in its entirety <p>All other terms and conditions remain unchanged.</p> <p>See Attachments:</p> <ul style="list-style-type: none"> • Section B Supplies or Services and Prices Costs P00119_Redline • Section H Special Contract Requirements P00119_Redline • Section I Contract Clauses P00119_Redline • Section J-2 List of Contract Deliverables P00119_Redline • Section J-3 Requirements Sources and Imp Docs_P00119_Redline • Section J-9 Master Small Business Subcontracting Plan_P0119 <p>Payment:</p> <p>VIPERS https://vipers.doe.gov Any questions, please contact by call/email 888-251-3557 or payments@hq.doe.gov</p> <p>Period of Performance: 10/01/2021 to 09/30/2031</p>				

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 Contract clause Section H, Task Ordering Procedure.

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, CR no fee, Cost-Plus-Incentive-Fee (CPIF), Cost-Plus-Award-Fee (CPAF), and Cost-Plus-Fixed-Fee (CPFF) task orders. FP task orders can include, but are not limited to, Firm-Fixed-Price (FFP) task orders. For the End State Contracting model, the preference is CPIF and FFP Task Orders. The term “End State” is defined as the specified situation, including accomplishment of completion criteria, for an environmental cleanup activity at the end of the Task Order period of performance (POP). Task Orders will define objective performance criteria for completion of End States to the maximum extent practical.

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

CLIN	CLIN Title	Maximum Value of Services	Contract Ordering Period*
00001	Idaho Cleanup Project (ICP)	\$6.4 Billion	Ten (10) years from the effective date of Contract.

*See F.3 “Period of Performance” for definition.

Each Task Order will include: a price based on the Contractor’s price proposal for the Task Order (see Section H, “Task Ordering Procedure”), negotiations, and agreement on price; 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-2001 Cost-Plus-Fixed-Fee Task Order: Total Estimated Cost and Fixed Fee (Oct 2014) (Revised)

- (1) This is a Cost-Plus-Fixed-Fee type task order. In accordance with the clause at Federal Acquisition Regulation (FAR) 52.216-8, Fixed Fee, the total estimated cost and fixed-fee for this task order are as follows:

Total Estimated Cost: [insert total estimated cost]

Fixed Fee: [insert fixed fee]

- (2) The Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the 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 clause addressing payment].

- (b) 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 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 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 clause addressing payment].

- (c) 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: [insert maximum fee]

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 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].

(d) 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 Contract Line Items, is as follows:

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

(e) 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 [insert “supplies” or “services,” as applicable] 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 clause addressing payment].

B.3 Contract Minimum and Maximum Value of Task Orders to be Issued

- (a) The guaranteed minimum value of task orders to be issued is **\$500,000.00**.
- (b) The maximum value of task orders to be issued is **\$6.4 Billion**.

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) of \$ (see current funding modification and accompanying detailed funding profile) 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.

Obligated funding shall only be used for the specific task order as designated in the Contract and shall not be used for any other task order.

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

- (a) 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 negotiated is 10% percent of the target cost.
 - (2) *CPAF Task Orders*. The award fee ceiling amount that can be negotiated is **8** percent of the estimated cost. There is no base fee available under CPAF task orders.
 - (3) *CPFF Task Orders*. The fixed fee ceiling amount that can be negotiated is **5** percent of the estimated cost.
 - (4) *Hybrid Task Orders*. Task orders comprising multiple CLIN types shall apply the fee/profit ceiling(s) at the CLIN level.
 - (5) *Firm Fixed Price Task Orders*. The profit ceiling amount that can be negotiated, as specified as a percentage of the negotiated cost, is **15** percent.
- (b) The fee (target, award, or fixed)/profit amount for each Task Order will be negotiated and established 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.
- (c) The ceiling percentages 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.

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	Total
Defense Environmental Cleanup																	
Sub-Total	115	350	357	364	371	379	386	394	402	410	418	427	435	444	453	462	6,168
Non-Defense																	
Sub-Total	6	11	11	11	12	12	12	13	13	13	13	13	13	13	13	13	192
Total*	121	361	368	375	383	391	398	407	415	423	431	440	448	457	466	475	6,360

**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.*

**FY 2031 – 2036 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 items as defined in FAR 2.101, *Definitions*, if the subcontract price is fair and reasonable.

B.8 Small Business Subcontracting Fee Reduction

For the purpose of implementing this Clause, the percentage goals established in the separate subcontracting goals submitted at the Task Order level will remain in effect for the duration of the Task Order period of performance.

- (a) The Contractor's performance in the following areas will be evaluated annually: (1) progress toward meeting the cumulative small business performance percentage in accordance with the Section H Clause entitled, *Subcontracted Work*; (2) progress toward meeting the cumulative small business subcontracting goals for the Master IDIQ Contract; and (3) progress toward meeting the required number of active Mentor-Protégé Agreements.
- (b) If the Contractor has not met any or all of the requirements in paragraph (a) of this clause, and/or has failed to provide meaningful work for small businesses, the Contracting Officer (CO) may reduce the fee by up to 10 percent (CR Task Orders) or the price by up to two percent (FFP Task Orders) depending on the nature and magnitude of the failure.

B.9 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 contract changes are reduced to the maximum extent practicable.

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

B.10 Agreement to Provide Services to Other INL Site Contractors and/or Other DOE Contractors

In its sole discretion, the ICP Contractor is authorized to enter into agreements to provide services to other INL Site contractors or INL Site customers (e.g., support from the ICP Contractor's Waste Generator Services group to other INL Site contractors). Further, on a case-by-case basis, and at the sole discretion of the Department of Energy, Idaho Operations Office (DOE-ID), the ICP Contractor may enter into agreements to provide services to DOE or DOE contractors at other DOE Sites. DOE's advance approval to enter into agreements with DOE or DOE contractors at other DOE Sites shall be in writing and signed by the Contracting Officer. Such written approval must be obtained prior to the ICP Contractor taking any final action to enter into such an agreement. For agreements to provide services to other INL Site contractors or INL Site customers, the ICP Contractor will provide informational copies of all agreements to the Contracting Officer five (5) business days prior to the entry into such agreements. All activities related to providing service under any agreements shall: 1) be performed on a non-interference basis with the DOE work under the ICP contract; 2) Except as otherwise provided in writing by the Contracting Officer, result in no-cost to DOE under the

ICP contract, including the earning of any additional fee, although the Contractor can earn fee outside its ICP scope; 3) not impact any Task Order, CLIN, scope, or fee under the ICP contract; and 4) be accounted for in a manner consistent with DOE approved charging practices for such work.

B.11 Conditional Payment of Fee - DOE Performance Criteria/Requirements

This Clause supplements the Section I Clause DEAR 970.5215-3 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 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.12 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 provisional 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.

B.13 Performance Management Incentive

This clause is intended to motivate efficient and effective contract performance in accordance with FAR 15.404-4 Profit and encourages the Contractor to strive for outstanding results. This clause also motivates the Contractor to implement, if needed, effective and timely corrective actions.

The Performance Management Incentive (PMI) is a contract-wide incentive measured individually among all active Task Orders (excluding Transition). The PMI is exclusive of any Performance Evaluation Measurement Plan. For any active Task Order, available PMI fee may be reduced unilaterally by the CO based on the degree of non-achievement. Fee actions described in this clause will not duplicate any other fee action.

It is a prerequisite of this contract that the Contractor shall accomplish the work in a safe and efficient manner. It is the expectation that the Contractor will strive for outstanding results in the areas described below. A PMI fee of \$2M per fiscal year* may be earned based upon outstanding results in Contractor performance, as determined by the CO, in the following areas: (1) safety and operational performance; (2) meeting regulatory or court-ordered milestones; (3) quality assurance performance per Section C.9.3.12 and Section E clause FAR 52.246-11, where continuous monitoring and performance improvement are evident; (4) maintaining the operability of facilities and other infrastructure throughout the performance period such that degradation is addressed to prevent mission impact; (5) management of the Contractor's team, including teaming subcontractors to ensure efficient and effective partnering with the Government and all parties; (6) establishment, maintenance, and implementation of sound business systems to ensure efficient and effective business management performance in a complex IDIQ task order environment; and (7) IDIQ management, including timely, good-faith and fair dealings in conducting negotiations with DOE with the goal of a reasonable outcome, including equitable risk sharing, for all parties.

The \$2M will be available among all active Task Orders, at the discretion of the CO, on an annual fiscal year basis. The PMI is a unilateral action that shall not exceed \$2M per fiscal year, applied for all active Task Orders combined, and will not be negotiated with the Contractor.

**Amount may be prorated based on the timing of the 12-month fiscal year.*

The CO has discretion for the degree of the PMI fee reduction but shall be reasonable based on the degree of non-achievement, up to the PMI dollar amount per each active Task Order. The CO also has the discretion to allow the Contractor to correct performance issues and potentially recover withheld fee. Upon successful completion of corrective actions and at the discretion of the CO, the Contractor may potentially recover any and all withheld fee.

The CO will establish a quarterly evaluation process to evaluate performance under all elements of the PMI. This evaluation will also be reflected in the annual CPARS evaluation of any applicable Task Order. The CO will consider feedback from the Contractor as part of the quarterly evaluation. Provisional PMI payment will not occur until the CO's evaluation has been completed.

For each active Task Order, quarterly provisional PMI fee payments will be paid by taking 80% of the PMI fee, divided by four quarters for each 12-month period, minus any CO-determined PMI fee reductions. The remaining 20% of the PMI fee will be held until the end of each fiscal year. The PMI fee, minus any PMI fee reductions described above, is considered earned at the end of the fiscal year. Any unearned fee will not roll over into the following fiscal year.

B.14 Limitation of Government's Obligation (Applies to FFP Task Orders and FFP CLINs 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 To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished
CLIN = Contract Line Item Number					

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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 H Clauses entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, DOE-H-2001, Employee Compensation: Pay and Benefits (Oct 2014), and Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits, the following definitions are applicable (unless otherwise specified):

- (a) "AMWTP" means Advanced Mixed Waste Treatment Project.
- (b) "Contract Award Date" means the date the Contract is signed by the Contracting Officer (CO), noted in Block 28 of the Standard Form 33, Solicitation, Offer and Award.
- (c) "Contract Transition Period" means the 90-day transition as defined in Section C.2 of this Contract.
- (d) "Fluor Idaho" means Fluor Idaho, LLC under contract DE-EM0004083.
- (e) "STI" means Spectra Tech, Inc. under contract DE-EM0003976.
- (f) "ICP" means Idaho Cleanup Project.
- (g) "Incumbent Contractor(s)" means Fluor Idaho and STI.
- (h) "Incumbent Employees" means employees who are employees of either Fluor Idaho or STI.
- (i) "Non-Incumbent Employees" are employees other than Incumbent Employees.
- (j) "Contract Ordering Period" is defined in Section F, F.3 Period of Performance.
- (k) "Task Order Period of Performance" is defined in each Task Order.

H.4 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES INCLUDING THROUGH PERIOD OF PERFORMANCE

Definition: "INL Site" as referenced in this section is specific to Environmental Management (EM) Idaho Cleanup Project (ICP) with regard to hiring preferences.

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

- (a) The Contractor shall provide, during the Transition Period and throughout the 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 hiring preferences in the paragraphs below, in descending order of priority, and in accordance with applicable law, any applicable collective-bargaining agreement(s), and applicable Site seniority list(s) as provided to the Contractor by the CO, as set forth below.
- (1) The Contractor shall provide Incumbent Employees the hiring preferences in paragraphs (i) and (ii) in descending order of priority:
 - (i) A preference in hiring for vacancies in non-managerial positions that are substantially equivalent to the position each respective Incumbent Employee held on the effective date of the contract transition task order.
 - (ii) 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.
 - (2) The Contractor shall give a preference in hiring to individuals who, as former employees of Fluor Idaho, are entitled to recall rights consistent with any applicable collective bargaining agreement(s) at the Idaho Cleanup Project (ICP) and the Advanced Mixed Waste Treatment Project (AMWTP).
- (b) The Contractor shall provide, throughout the contract ordering period, and subsequent Task Order(s) period of performance extending beyond the contract ordering period, preferences in hiring for vacancies at the INL Site 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 at the INL Site, the Contractor shall give a preference in hiring to individuals who are former employees of the Incumbent Contractors, and who are entitled to recall rights.
 - (2) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (A) and (B), in descending order of priority, who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled “DEAR 952.226-74, Displaced Employee Hiring Preference”, consistent with the provisions of any applicable Workforce Restructuring Plan and Departmental guidance on workforce restructuring, as amended from time to time, regarding the preferential hiring of employees:
 - (A) Former employees of the Incumbent Contractors or any other DOE contractor or subcontractor of a DOE contractor at the INL Site.
 - (B) 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 at the INL Site, including individuals previously employed by ICP, AMWTP or the Licensed NRC Facilities; and (B) were involuntarily separated (other than for cause) from their employment at the INL Site; 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 or an individual task order.

- (4) The Contractor shall give a preference in hiring to individuals (A) who have separated from employment at the INL Site 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 2021)

(a) Contractor Employee Compensation Plan

The Contractor shall submit, for CO approval, by close of the Transition Task Order Period, a Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the compensation requirements of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support, at reasonable cost, the effective recruitment and retention of a highly-skilled, motivated, and experienced workforce. A description of the Contractor Employee Compensation Program should include the following components:

- (1) Philosophy and strategy for all pay delivery programs;
- (2) System for establishing a job worth hierarchy;
- (3) Method for relating internal job worth hierarchy to external market;
- (4) System that links individual and/or group performance to compensation decisions;
- (5) Method for planning and monitoring the expenditure of funds;
- (6) Method for ensuring compliance with applicable laws and regulations;
- (7) System for communicating the programs to employees;
- (8) System for internal controls and self-assessment; and
- (9) System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be on a pro-rated basis.

(b) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system consistent with Federal Acquisition Regulation (FAR) 31.205-6 and Department of Energy Acquisition Regulation (DEAR) 970.3102-05-6, *Compensation for Personal Services*. DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall be fully documented, consistently applied, and acceptable to the CO. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan, as approved by the CO.

- (c) **Requirements for Subcontractors with Incumbent Contractor Eligible Employees**
DOE and the Contractor shall agree to the subcontractors that will be subject to the requirements to provide pension and other benefits for Pension Plan Eligible Employees, as defined in paragraph (f) of H Clause entitled, *Definitions*.
- (1) The Contractor shall submit to DOE no later than thirty days prior to the close of the Transition Task Order Period of Performance, and with each subsequent task order proposal submittal, a list of subcontractors that will flow down the requirement for continuation of benefits to Eligible Employees.
 - (2) The Contractor may thereafter propose changes to those subcontractors subject to paragraph (1) above. Such proposed changes shall not be effective or implemented without prior written approval by the CO. Approval of a proposed change is at the unilateral discretion of the CO.
 - (3) The Contractor shall flow down, to all subcontractors that are subject to the pension plan in paragraphs (1) and (2) of this section, the requirements of paragraphs (g) and (h) of this clause; and paragraphs (a) and (b) of H Clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.
 - (4) Subject to other subcontract review and approval requirements in this Contract, this clause does not limit the Contractor's ability to utilize subcontractors as necessary to perform Contract requirements.
- (d) **Reports and Information**
The Contractor shall provide the CO with the following reports and information with respect to pay and benefits provided under this Contract:
- (1) Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts and planned distribution of funds for the following year.
 - (2) A list of the top five most highly-compensated executives, as defined in FAR 31.205-6(p)(4)(ii) and their total cash compensation, at the time of the contract award and at the time of any subsequent change to their total cash compensation. This should be the same information provided to the System for Award Management (SAM) in accordance with FAR 52.204-10 *Reporting Executive Compensation and First-Tier Subcontract Awards*.
 - (3) An Annual Report of Compensation and Benefits. Report to be submitted no later than March 1 of each year in iBenefits or its successor.
- (e) **Pay and Benefits Programs**
The Contractor shall establish pay and benefits programs for Incumbent Employees and Non-Incumbent Employees, as set forth in paragraphs (1) and (2) below and consistent with any 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.
- (1) Incumbent Employees are as defined in (h) of H Clause entitled, *Definitions*.

- (i) Pay. The Contractor shall provide equivalent base pay, as compared to the base pay provided and reimbursed by the Government, to Incumbent Employees for at least the first year of the term of the IDIQ Contract Ordering Period.
 - (ii) Pension and Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that provided by the Incumbent Contractors. Comparability of the total benefit package shall be determined by the Contracting Officer at his/her sole discretion. Incumbent Employees shall remain in their existing DB and/or DC pension plans (or comparable successor plans if continuation of the existing plans is not practicable) pursuant to pension plan eligibility requirements and applicable law.
- (2) Non-Incumbent Employees are as defined in (i) of H Clause entitled, *Definitions*. All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees.
- (3) Cash Compensation.
- (i) The Contractor shall submit the following, as applicable, to the CO for a determination of cost allowability for reimbursement under the Contract:
 - (A) Any proposed major compensation program design changes prior to implementation.
 - (B) Variable pay programs/incentives. If not already authorized in the contract, a justification shall be provided with proposed costs and impacts to budget, if any.
 - (C) In the absence of Departmental policy to the contrary (e.g., Secretarial pay freeze) a Contractor that meets the criteria, as set forth below, is not required to submit a Compensation Increase Plan (CIP) request to the CO for an advance determination of cost allowability for a Merit Increase fund or Promotion/Adjustment fund.
 - I. The Merit Increase fund does not exceed the mean percent increase included in the annual Departmental guidance providing the WorldatWork Salary Budget Survey's salary increase projected for the CIP year. The Promotion/Adjustment fund does not exceed the increase identified in the annual Departmental guidance.
 - II. The budget used for both Merit Increase funds and Promotion/Adjustment funds shall be based on the payroll for the end of the previous CIP year.
 - III. Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.
 - IV. Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the CO of planned increases and position to market data by mutually agreed-upon employment categories. No

presumption of allowability will exist for employee job classes that exceed market position.

- (D) If a Contractor does not meet the criteria included in (C) above, a CIP must be submitted to the CO for an advance determination of cost allowability, unless the CO, in accordance with subparagraph (p) obtains an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA, or an independent public accounting firm under the DOE contract for such services. Otherwise, the CIP should include the following components and data:
- I. Comparison of average pay to market average pay;
 - II. Information regarding surveys used for comparison;
 - III. Aging factors used for escalating survey data and supporting information;
 - IV. Projection of escalation in the market and supporting information;
 - V. Information to support proposed structure adjustments, if any;
 - VI. Analysis to support special adjustments;
 - VII. Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement.
 - (a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year.
 - (b) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end.
 - (c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the contractor and the CO.
 - (d) The CO may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up).
 - VIII. A discussion of the impact of budget and business constraints on the CIP amount;
 - IX. Comparison of pay to relevant factors other than market average pay.
- (E) After receiving DOE CIP approval or if criteria in (e)(3)(i)(C) are met, contractors may make minor shifts of up to 10 percent of approved CIP funds by employment category (e.g., Scientist/Engineer, Admin, Exempt, Non-Exempt) without obtaining DOE approval.
- (F) Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel not included in the CIP. For those key personnel included in the CIP, DOE will approve salaries upon contract award and when key personnel are replaced during the contract ordering period and subsequent Task Order(s) period of performance extending beyond the contract ordering period. DOE will have access to all individual

salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously indicated).

- I. The CO's approval of individual compensation actions will be required only for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel as indicated in (e)(3)(i)(F) above. The base salary reimbursement level for the top contractor official establishes the maximum allowable base salary reimbursement under the Contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the CO.
- II. Except as set forth in a workforce restructuring plan approved by DOE, Severance Pay is not payable to an employee under this Contract if the employee:
 - a. Voluntarily separates, resigns or retires from employment;
 - b. Is offered employment with a successor/replacement contractor;
 - c. Is offered employment with a parent or affiliated company;
 - d. Is discharged for cause; or
 - e. Is a Key Person identified in Section H.44 *DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)*.
- III. Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract or Task Order.

(f) Employees Benefits

- (1) Incumbent Employees shall remain in their existing pension and/or retirement investment plans (or comparable successor plans if continuation of the existing plans is not practicable), pursuant to plan eligibility requirements and applicable law.
- (2) Non Incumbent Employees shall receive a benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.

(g) Pension and Other Benefit Programs

- (1) No presumption of allowability will exist when the Contractor implements a new benefit plan, or makes changes to existing benefit plans, and the Contractor has not provided the CO the opportunity to review the allowability of the changes prior to implementation. The Contractor shall submit for prior approval benefit changes that result in increases to the Department's long-term pension and other actuarial liabilities that are reported in the Department's financial statement, including increases in employer contributions for defined contribution pension plans. Examples of benefits changes that increase the Department's long-term liabilities include defined benefit pension plan changes and postretirement benefits other than pensions. Any changes made by the Contractor shall be in accordance with and pursuant to the terms and conditions of the contract. Advance

notification, rather than approval, is required for changes that do not increase costs and are not contrary to Departmental policy or written instruction.

- (2) Cost reimbursement for employee pension and other benefit programs sponsored by the Contractor will be based on the CO's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below, unless the CO, in accordance with subparagraph (p) obtains an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA, or from DOE's independent public accounting firm (under contract with DOE).
- (3) Unless otherwise stated, or as directed by the CO, the Contractor shall submit the studies required in paragraphs (i) and (ii) below. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value (BenVal) Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey comparison method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the CO for approval prior to the adoption of any change that increases the costs to a pension or other benefit plan:
 - (i) A BenVal, every two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to employees measured against the RV of benefit programs offered by the CO approved comparator companies. To the extent that the value studies do not address post-retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for those benefits using external benchmarks derived from nationally recognized and CO-approved survey sources.
 - (ii) An Employee Benefits Cost Study Comparison annually for each benefit tier that analyzes the Contractor's employee benefits cost for employees as a percent of payroll and compares it with the cost as a percent of payroll, including geographic factor adjustments, reported by the U.S. Department of Labor's Bureau of Labor Statistics or other CO-approved broad based national survey. Alternatively, in accordance with subparagraph (p) the CO may obtain an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA or from DOE's independent public accounting firm (under contract with DOE), and not require the submission of an Employee Benefits Cost Study.
 - (A) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the CO for approval, when and if requested in writing by the CO.
 - (B) When the benefit costs as a percent of payroll exceeds the comparator group by more than twelve percent, the Contractor shall submit a corrective action plan to the CO for approval, when and if requested in writing by the CO.
 - (C) Within two years, or longer period as agreed to between the Contractor and the CO, of the CO acceptance of the Contractor's corrective action plan, the

Contractor shall align employee benefit programs with the benefit value and the cost as a percent of payroll in accordance with its corrective action plan.

- (D) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the CO in writing.
 - (E) Cost reimbursement for post-retirement benefits other than pensions (PRB) is contingent on DOE approved service eligibility requirements for PRBs that shall be based on a minimum period of continuous employment service not less than five (5) years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or state law, advance funding of PRBs is not allowable.
 - (F) Each contractor sponsoring a defined benefit pension plan and/or postretirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the contractor submission (see (i)(6) below for Pension Management Plan requirements).
 - (G) Each contractor will respond to data calls issued through iBenefits, or its successor system.
- (h) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs
- (1) Employees working for the Contractor shall only accrue credit for service under this Contract after the end of contract transition.
 - (2) Except for Commingled Plans in existence as of the effective date of the Contract, any pension plan maintained by the Contractor for which DOE reimburses costs shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost-reimbursement contract. When deemed appropriate by the CO, Commingled Plans shall be converted to Separate Plans after the date of new contract award or the extension of a contract.
- (i) Basic Requirements
- The Contractor shall adhere to the requirements set forth below in the establishment and administration of pension plan and other benefit plans that are reimbursed by DOE pursuant to cost reimbursement contracts for management and operation of DOE facilities and pursuant to other cost reimbursement facilities contracts. Pension Plans include Defined Benefit and Defined Contribution plans.
- (1) The Contractor shall become a sponsor of the existing pension and other benefit plans (or if continuation of the existing plans is not practicable, comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.

- (2) The Contractor's defined benefit and defined contribution pension plans shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA section 103, except that every third year the Contractor must conduct a full-scope audit of defined benefit plan(s) satisfying ERISA section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the CO. In years in which a limited scope audit is conducted, the Contractor must provide the CO with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104.

While there is no requirement to submit a full scope audit for defined contribution plans, contractors are responsible for maintaining adequate controls for ensuring that defined contribution plan assets are correctly recorded and allocated to plan participants.

- (3) For existing Commingled Plans, the Contractor shall maintain and provide annual Separate Accounting of DOE liabilities and assets for a Separate Plan.
- (4) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.
- (5) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.
- (6) The Pension Management Plan (PMP) shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of this Contract. The PMP shall be submitted in the iBenefits system, or its successor system no later than January 31 of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. Within 60 days after the date of the submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues.

(j) Reimbursement of Contractors for Contributions to Defined Benefit Pension Plans

- (1) Contractors that sponsor single employer or multiple employer defined benefit pension plans will be reimbursed for the annual required minimum contributions under the ERISA, as amended by the Pension Protection Act (PPA) of 2006 and any other subsequent amendments. Reimbursement above the annual minimum required contribution will require prior approval of the CO. Minimum required contribution amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum, may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final

approval of funding will be communicated by the Head of Contracting Activity (HCA) when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

- (2) Contractors that sponsor multi-employer Defined Benefit (DB) pension plans will be reimbursed for pension contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum requirement under ERISA, as amended by the PPA. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the CO and will be considered on a case-by-case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the HCA when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

(k) Reporting Requirements

The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by the contractor responsible for each designated pension plan funded by DOE, but no later than the dates specified below:

- (1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the Contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing IRS Form 5500.
- (2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no later than that submitted to the IRS.
- (3) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

(l) Changes to Pension Plans

At least 60 days prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, to the CO. The CO must approve plan changes that increase costs as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

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

- (i) A copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;
 - (ii) An analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;
 - (iii) Except in circumstances where the CO indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;
 - (iv) The Summary Plan Description; and
 - (v) Any such additional information as requested by the CO.
- (2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the CO for approval, as applicable (see (k)(1) above). The justification must:
- (i) Demonstrate the effect of the plan changes on the contract net benefit value or percent of payroll benefit costs;
 - (ii) Provide the dollar estimate of savings or costs; and
 - (iii) Provide the basis of determining the estimated savings or cost.

(m) Terminating Operations

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

- (1) No further benefits for service shall accrue.
- (2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.
- (3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments, or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.
- (4) Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.
- (5) DOE and the Contractor(s) shall establish an effective date for spin-off or plan termination on the same day as the Contractor notifies the IRS of the spin-off; or
- (6) Plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(n) Terminating Plans

- (1) DOE Contractors shall not terminate any pension plan (Commingled or Site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.
- (2) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The Contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.

- (3) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.
- (4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.
- (5) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (6) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.
- (7) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To affect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.

(o) Special Programs

Contractors must advise DOE and receive prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit.

(p) Alternate Contractor Human Resource Requirements

- (1) Alternatively, the CO may obtain an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA or from DOE's independent public accounting firm (under contract with DOE); if the CO does, the Contractor will not be required to submit the:
 - (i) Compensation Increase Plan; and/or
 - (ii) Employee Benefits Cost Study.

(q) Definitions

- (1) Commingled Plans. Cover employees from the Contractor's private operations and its DOE contract work.
- (2) Current Liability. The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.
- (3) Defined Benefit Pension Plan. Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.
- (4) Defined Contribution Pension Plan. Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.

- (5) Designated Contract. For purposes of this clause, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.
- (6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.
- (7) Separate Accounting. Account records established and maintained within a Commingled plan for assets and liabilities attributable to DOE contract service.
NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.
- (8) Separate Plan. Must satisfy IRC Sec. 414(l) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.
- (9) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis."

H.6 SPECIAL PROVISIONS APPLICABLE TO WORKFORCE TRANSITION AND EMPLOYEE COMPENSATION: PAY AND BENEFITS

- (a) Service Credit. The Contractor shall provide pension and other benefit plans to Incumbent Employees and all other employees hired by the Contractor and service credit for leave as set forth below:
 - (1) Service Credit for Leave. For Incumbent Employees hired by the Contractor as set forth in the 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.
 - (2) 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)*.
- (b) Allowable Salary for Key Personnel, if required: Within 20 days after the effective date of the Transition Task Order, or as identified by the CO, the Contractor shall submit EM proposed allowable base salaries to the CO for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. 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.7 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES

- (A) Workforce Transition Plan. The Contractor shall submit a Workforce Transition Plan (WF Transition Plan) for CO approval, describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the hiring preferences set forth in Clause H.4, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, and Section I, DEAR 952.226-74, Displaced Employee Hiring Preference. The WF Transition Plan shall also detail the Contractor's plan for incorporating, if applicable, multiple unions with separate bargaining agreements. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:
- (1) Within 10 days after the effective date of the Transition Task Order, the Contractor shall:
 - (a) Provide the CO with a list of Contractor personnel who will be responsible for transitioning the employees of the Incumbent Contractor and for development of the transition agreements, including specifically the personnel responsible for ensuring that the Contractor complies with the National Labor Relations Act and Clause H.9, *Labor Relations*, and contact information for the above personnel;
 - (b) Submit to the CO a description of any and all transition agreements that it intends to enter into with an Incumbent Contractor to ensure compliance with Clause H.4, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, during the Task Order Transition Period;
 - (c) Establish and submit to the CO a draft communication plan detailing the communication the Contractor and its subcontractors will engage in with their prospective Incumbent Employees, and any labor organizations representing those employees, regarding implementation of the requirements set forth in Clauses H.4 entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, and H.5, Employee Compensation: Pay and Benefits.
 - (d) Submit to the Contracting Officer a description of the process for regularly obtaining updated information from the Incumbent Contractor regarding the Incumbent Employees throughout the Transition Period.
 - (2) Within 15 days after the effective date of the Transition Task Order, the Contractor shall:
 - (a) Submit to the CO copies of the draft WF Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Clause H.4, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, and with the requirements of Clause H.9, *Labor Relations*, as applicable.
 - (b) Establish and provide a copy to the CO of its final written communication plan regarding:

- (i) Implementation of the hiring preferences in Clause H.4, Workforce Transition and Employee Hiring Preferences Including through Period of Performance; and
 - (ii) The communication process among DOE, Site tenants, and, if applicable, labor organizations representing Incumbent Employees.
 - (3) Within 30 days after effective date of the Transition Task Order, the Contractor shall provide to the CO a copy of the final WF Transition described in paragraph (A) above.
 - (4) Within 60 days after effective date of the Transition Task Order, the Contractor shall provide to the CO copies of the final transition agreements described in paragraph (A)(1)(b) above.
 - (5) The Contractor shall submit reports to the CO regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by Clause H.4, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, in accordance with the timeframes set forth below. These reports shall include the following information: employee, hire date or anticipated hire dates, and, where applicable, the Incumbent Contractor or subcontractor that employed the employee and the Contractor or subcontractor that hired the employee.
 - (a) During the Transition Period, such reports shall be provided to the CO on a weekly basis; or
 - (b) On a less frequent basis, if requested by the CO.
 - (6) The Contractor shall implement the transition activities as set forth in the approved transition plan and such other transition activities as may be authorized or directed by the CO.
- (B) Benefits Transition Plan. The Contractor shall submit a draft Benefits Transition Plan for Contracting Officer approval, within 20 days after effective date of the Transition Task Order describing in detail the Contractor's plans and procedures as to how the Contractor will comply with Clause H.5, *Employee Compensation: Pay and Benefits*, and this Paragraph (B). The Contractor shall provide a final Benefits Transition Plan to the Contracting Officer within 30 days after effective date of the Transition Task Order. All transitions of the existing pension(s) plans and other existing benefit plans, as well as establishment of any new plans, shall be completed by the end of the Contract Transition Period.
- (1) The Contractor shall perform the following activities involving benefit transition within the timeframes specified below.
 - (A) Within 10 days after effective date of the Transition Task Order, the Contractor shall:
 - (i) Provide the CO with a list of Contractor personnel who will be responsible for the transition of existing benefit plans, and, if needed, development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor develops and implements a defined benefit pension plan and the defined contribution pension plans and contact information for the above personnel;

- (ii) Request the Incumbent Contractors to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsoring existing benefits plans and the establishment of any new benefits plans, including, if needed, the transfer of assets from existing defined pension plan and other benefit plans on or before the end of the Transition Period;
 - (iii) Provide estimated costs and detailed breakouts of the costs to accomplish workforce and benefits transition activities within the timeframes specified, including the costs for enrolled actuaries and counsel.
- (B) Within 15 days after effective date of the Transition Task Order, the Contractor shall provide to the CO a list of the information and documents that the Contractor has requested from the Incumbent Contractors pertaining to the existing benefit plans. The Contractor shall notify the CO on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from Incumbent Contractors. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the requirements in Clauses H.5 and H.6.
- (C) Within 20 days of effective date of the Transition Task Order, the Contractor shall:
 - (i) Submit the draft Benefits Transition Plan;
 - (ii) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Clauses H.5 and H.6, including requirements pertaining to the transition of existing benefit plans (or plan segments) and, if needed, the establishment of employee benefit plans;
 - (iii) Identify relevant Contractor personnel or other personnel who will administer or assist in administering the benefit plans for the ICP segment of the INL Employee Retirement Plan, including the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor.
 - (iv) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for the Contractor, if and when necessary. The meeting shall include the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its obligations under Clauses H.5 and H.6, including execution of transition agreements with the Incumbent Contractor and other applicable entities. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the CO within two days after the meeting.

- (D) Within 30 days after effective date of the Transition Task Order, and as part of the Benefits Transition Plan, the Contractor shall provide a written description of how the existing pension and other benefit plans provided to employees pursuant to Clause H.5 will be amended or restated on or before the last day of the Contract Transition Period. If the creation of a new benefit plan(s) is necessary in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract, the Contractor shall provide a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions.
 - (E) Within 30 days after effective date of the Transition Task Order, the Contractor shall:
 - (i) Submit to the Contracting Officer drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by the Incumbent Contractor(s), including but not limited to amendments effectuating the change in sponsorship/participating employer in the Incumbent Contractor's segment of the Employee Retirement Plan. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by the Incumbent Contractor(s). Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans.
 - (ii) Submit to the Contracting Officer drafts of any new benefit plan(s) as well as draft SPDs that the Contractor proposes to sponsor.
 - (iii) Provide draft copies of the transition agreements, which the Contractor will enter into with the Incumbent Contractor(s), to ensure the Contractor's compliance with the pay and benefits requirements set forth in Clause H.5, *Employee Compensation: Pay and Benefits*.
 - (F) No later than 45 days after the effective date of the Transition Task Order and prior to the adoption of the documents identified in Paragraphs (b)(1)(E)(ii) and (iii) above, the Contractor shall submit to the Contracting Officer the proposed final versions of these documents for approval.
 - (G) No later than the end of the Contract Transition Period, the Contractor shall submit copies of the executed transition agreements as required in subparagraphs (a)(1)(A), (a)(4), and (b)(1)(E)(iii) to the Contracting Officer.
 - (H) The Contractor shall respond to any comments provided by the Contracting Officer under any of the above paragraphs within two days of receipt of the comments.
- (2) After the Contract Transition Period and throughout the contract ordering period and subsequent Task Order(s) period of performance extending beyond the contract ordering period, the Contractor shall provide the following information promptly to the Contracting Officer upon the request of the Contracting Officer:
- (A) Documents relating to benefit plans offered to Contractor's employees, including but not limited to SPDs, all Plan documents, applicable amendments, employee

handbooks that summarize benefits provided to employees, and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract, and

- (B) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Clause H.5.
- (C) Additionally, the Contractor shall provide timely data responses to Departmental annual and ad hoc pension and Post Retirement Benefit (PRB) data requests. Such data responses shall be provided within the timeframe established by the Contracting Officer for each response and, if no timeframe is specified, the Contractor shall provide the data response within one calendar day.

H.8 DOE-H-2004 POST CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS (OCT 2014)

- (a) If DOE has awarded a new contract under which a new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans identified in (h)(1) of H Clause entitled, DOE-H-2001 *Employee Compensation: Pay and Benefits (Oct 2014)*, the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the CO. If a Commingled plan is involved, the Contractor shall:
 - (1) Spin off the DOE portion of any Commingled Plan used to cover employees working at the DOE facilities into a separate plan. The new plan will normally provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities.
 - (2) Bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. DOE and the contractor(s) shall establish an effective date of spinoff. On or before the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (b) If this Contract or any applicable Task Order expires or terminates, and DOE has not awarded a new contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the CO determines that the scope of work under the Contract or any applicable Task Order has been completed (any one such event may be deemed by the CO to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract or applicable Task Order, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of Contract/Task Order Completion:
 - (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for

sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.

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

H.9 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 United Steelworkers Local 652 (USW), the Operating Engineers Local 370 (OEs) and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 983 (Teamsters) on the effective date of this Contract, the Contractor agrees to initially consult with these unions regarding the initial terms and conditions of employment and to recognize these unions as the collective bargaining representative(s) for employees performing work that has historically and traditionally been performed by members of these unions and is covered in the scope of this contract, and to bargain in good faith to a collective bargaining agreement that gives due consideration to applicable terms and conditions of the existing collective bargaining agreement(s) for work at the Idaho Cleanup Project..
- (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 or specific Task Order. All such agreements entered into during the Contract Ordering Period/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.
- (k) INL Site Construction Jurisdiction Procedural Agreement (SJPA) and the INL Site Stabilization Agreement (SSA).

The Contractor and its subcontractors at all tiers performing work covered by the Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act) shall become signatory to the INL SJPA and INL SSA. The Contractor employees and subcontractor employees performing such work shall receive pay and benefits consistent with the SSA unless otherwise negotiated between the Contractor and the Idaho Building and Construction Trades Council. Copies of the SSA and SJA are available at <https://sitelaborcoordinator.com/documents/>. The SJPA and the SSA apply to construction performed under the contract consistent with the terms of the SJPA and the SSA.

H.10 WORKFORCE RESTRUCTURING (REVISED) (FEBRUARY 2019)

- (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-Idaho General Workforce Restructuring Plan in effect. The General Plan lays out how contractor workforce restructuring will be conducted at the Site in a manner that is consistent with DOE policy.

The Contractor is only required to provide advance notification per item (4) below to the CO of Self-Select Voluntary Separation Programs (SSVSP) 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 five (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:

- (A) The separating employee is leaving voluntarily;
 - (B) 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;
 - (C) The replacement results in a net reduction in headcount and costs of regular employees; and
 - (D) The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.
- (c) 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.
- (d) 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.
- (e) 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 60 days in advance of the first communication planned to be given to the employees and public. Any other Specific Plans for which fewer than 100 employees will be involuntarily separated in a rolling 12-month period must be submitted five (5) days 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-assistantgeneral-counsel-labor-and-pension>.
- (f) 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.
- (g) 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.
- (h) 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.

- (i) 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 three (3) business days.
- (j) 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.
- (k) 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).

H.11 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 applicable Task Order, for laborers and mechanics performing the work. In accordance with FAR 52.222-41(g) and FAR 52.222-6(b)(4), the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and, as applicable, Department of Labor Publications WHD 1321, *Employee Rights under the Davis-Bacon Act*, and/or WHD 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/Task Order 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.12 DOE-H-2003 WORKER'S COMPENSATION INSURANCE (OCT 2014)

- (a) Contractors, other than those whose workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new compensation policies and all initial proposals for self-insurance (contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).
- (b) Workers compensation loss income benefit payments when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.
- (c) Contractors approve all workers compensation settlement claims up to the threshold established by the Contracting Officer for DOE approval and submit all settlement claims above the threshold to DOE for approval.
- (d) The Contractor shall obtain approval from the Contracting Officer before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the Contracting Officer.

H.13 DOE-H-2073 RISK MANAGEMENT AND INSURANCE PROGRAMS (DEC 2014) (REVISED)

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 on Site 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 for which the Contractor seeks reimbursement must be justified as necessary in the operation of the Department facility and/or the performance of the Contract, and approved by the DOE in advance of acquiring such insurance.
- (2) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (see 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*, and DEAR 952.231-71 entitled, *Insurance - Litigation and Claims*.
- (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 CO 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 [SIR], 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 SIR 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 CO'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 CO 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 CO review.
 - (D) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.
 - (8) Should the Contractor utilize a Letter of Credit or other financial instrument to guarantee self-insurance retention, any cost for interest paid by the Contractor relating to the instruments will be unallowable and omitted from charges to the DOE Contract.
 - (9) Comply with the CO'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 CO 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 plan 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 CO 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 CO.
 - (3) Reach agreement with DOE on the handling and settlement of self-insurance 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 CO for any change in program direction; and
 - (2) Ensure insurance coverage replacement is maintained as required and/or approved by the CO.

H.14 OVERTIME CONTROL REPORTING

The Contractor shall submit a Summary Overtime Justification Report of the overtime hours worked to the CO six (6) months after Task Order execution start and annually thereafter, no later than November 30 of each year. Summary Overtime Justification Reports shall be reported, at a minimum, by Common Occupational Classification System sub-codes, differentiate between premium and non-premium overtime, and provide sufficient detail to demonstrate all three (3) of the following:

- (1) Compliance with provisions set forth in FAR 52.222-2;
- (2) All other alternatives to overtime were evaluated prior to working overtime and found inadequate or not feasible; and
- (3) Overtime hours worked were in the best interest of the Government.

Summary Overtime Justification Reports will be used to assist the CO in determining reasonableness and cost allowability. Overtime premium authorized per FAR 52.222-2 will not be considered a CO determination of overtime reasonableness or cost allowability.

BUSINESS SYSTEM CLAUSES

H.15 DOE-H-2022 CONTRACTOR BUSINESS SYSTEMS (OCT 2014)

(a) Definitions. As used in this clause:

“Acceptable contractor business systems” means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of “contractor business systems” in this clause.

Contractor business systems means:

- (1) “Accounting system”, if this contract includes the Section H clause entitled, *Accounting System Administration*;
- (2) “Earned value management system”, if this contract includes the Section H clause entitled, *Earned Value Management System*;
- (3) Estimating system, if this contract includes the Section H clause entitled, *Cost Estimating System Requirements*;
- (4) “Property management system”, if this contract includes the Section H clause entitled, *Contractor Property Management System Administration*; and
- (5) “Purchasing system”, if this contract includes the Section H clause entitled, *Contractor Purchasing System Administration*.

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

(b) General. The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this Contract. If the Contractor plans to adopt

any existing business system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements and criteria required in that specific business system clause.

(c) Significant deficiencies.

- (1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.
- (2) The CO will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the CO determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(d) Withholding payments.

- (1) If the CO issues the final determination with a notice to withhold payments for significant deficiencies in a Contractor business system required under this contract, the CO will direct the Contractor, in writing, to withhold five (5) percent from its invoices until the CO has determined that the Contractor has corrected all significant deficiencies as directed by the CO's final determination. The Contractor shall, within 45 days of receipt of the notice, either:
 - (i) Correct the deficiencies; or
 - (ii) Submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies. The plan shall contain:
 - (A) Root cause(s) identification of the problem(s);
 - (B) The proposed corrective action(s) to address the root cause(s);
 - (C) A schedule for implementation; and
 - (D) The name of the person responsible for the implementation.
- (2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the CO's intent to withhold payments, and the CO, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the CO will direct the Contractor, in writing, to reduce the percentage withheld on invoices to two (2) percent until the CO determines the Contractor has corrected all significant deficiencies as directed by the CO's final determination. However, if at any time, the CO determines that the Contractor has failed to follow the accepted corrective action plan, the CO will increase withholding and direct the Contractor, in writing, to increase the percentage withheld on invoices to the percentage initially withheld, until the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO's final determination.
- (3) Payment withhold percentage limits.
 - (i) The total percentage of payments withheld on amounts due on this Contract shall not exceed:
 - (A) Five (5) percent for one or more significant deficiencies in any single contractor business system; and

- (B) Ten (10) percent for significant deficiencies in multiple contractor business systems.
- (ii) If this Contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (d)(3)(i) of this clause, the CO will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.
- (4) For the purpose of this clause, payment means invoicing for any of the following payments authorized under this contract:
 - (i) Interim payments under:
 - (A) Cost-reimbursement contracts;
 - (B) Incentive type contracts;
 - (C) Time-and-materials contracts; or
 - (D) Labor-hour contracts.
 - (ii) Progress payments to include fixed-price contracts.
- (5) Performance-based payments to include fixed-price contracts. Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.
- (6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this Contract.
- (7) Notwithstanding the provisions of any clause in this Contract providing for interim, partial, or other payment withholding on any basis, the CO may withhold payment in accordance with the provisions of this clause.
- (8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.
- (e) Correction of deficiencies.
 - (1) The Contractor shall notify the CO, in writing, when the Contractor has corrected the business system's deficiencies.
 - (2) Once the Contractor has notified the CO that all deficiencies have been corrected, the CO will take one of the following actions:
 - (i) If the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO's final determination, the CO will direct the Contractor, in writing, to discontinue the payment withholding from invoices under this Contract associated with the CO's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this Contract due to other significant deficiencies, will remain in effect until the CO determines that those significant deficiencies are corrected.
 - (ii) If the CO determines that the Contractor still has significant deficiencies, the Contractor shall continue withholding amounts from its invoices in accordance with paragraph (d) of this clause, and not invoice for any monies previously withheld.
 - (iii) If the CO determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are

expected to correct the significant deficiencies, the CO will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from invoices associated with the CO's final determination, and authorize the Contractor to bill for any monies previously withheld.

- (iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the CO has not made a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause, the CO will direct the Contractor, in writing, to reduce the payment withholding from invoices directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the CO makes a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause.

At any time after the CO directs the Contractor to reduce or discontinue the payment withholding from invoices under this Contract, if the CO determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the CO will reinstate or increase withholding and direct the Contractor, in writing, to reinstate or increase the percentage withheld on invoices to the percentage initially withheld, until the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO final determination.

H.16 DOE-H-2023 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 2014) (REVISED)

(a) Definitions.

Acceptable estimating system means an estimating system that complies with the system criteria in paragraph (d) of this clause, and provides for a system that:

- (1) Is maintained, reliable, and consistently applied;
- (2) Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;
- (3) Is consistent with and integrated with the Contractor's related management systems;
and
- (4) Is subject to applicable financial control systems.

Estimating system means the Contractor's policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards or contract modifications. Estimating system includes the Contractor's:

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;

- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and
- (5) Budgeting, planning, estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

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

- (b) General. The Contractor shall establish, maintain, and comply with an acceptable estimating system.
- (c) Applicability. Paragraphs (d) and (e) of this clause apply if the Contractor is a large business to include a Contractor teaming arrangement, as defined at 48 CFR 9.601(1), performing a Contract in support of a Capital Asset Project (other than a management and operating contract as described at 48 CFR 917.6), as prescribed in DOE Order (DOE O) 413.3B or current version; or a non-capital asset project and either:
 - (1) The total prime contract value exceeds \$50 million, including options; or
 - (2) The Contractor was notified, in writing, by the CO that paragraphs (d) and (e) of this clause apply.
- (d) System requirements.
 - (1) The Contractor shall disclose its estimating system to the CO, in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission. If the Contractor plans to adopt the existing system from the previous contractor, the Contractor is responsible for the system and shall comply with the system requirements required in this clause.
 - (2) An estimating system disclosure is acceptable when the Contractor has provided the CO with documentation no later than 60 days after the effective date of the Transition Task Order that:
 - (i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and
 - (ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.
 - (3) The Contractor shall:
 - (i) Comply with its disclosed estimating system; and
 - (ii) Disclose significant changes to the cost estimating system to the CO on a timely basis.
 - (4) The Contractor's estimating system shall provide for the use of appropriate source data, utilize sound estimating techniques and good judgment, maintain a consistent approach, and adhere to established policies and procedures. An acceptable estimating system shall accomplish the following functions:

- (i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.
 - (ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.
 - (iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor's established procedures.
 - (iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.
 - (v) Provide for adequate supervision throughout the estimating and budgeting process.
 - (vi) Provide for consistent application of estimating and budgeting techniques.
 - (vii) Provide for detection and timely correction of errors.
 - (viii) Protect against cost duplication and omissions.
 - (ix) Provide for the use of historical experience, including historical vendor pricing information, where appropriate.
 - (x) Require use of appropriate analytical methods.
 - (xi) Integrate information available from other management systems.
 - (xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.
 - (xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.
 - (xiv) Provide procedures to update cost estimates and notify the CO in a timely manner.
 - (xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.
 - (xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.
 - (xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with the Federal Acquisition Regulation (48 CFR chapter 1) and DEAR (48 CFR chapter 9).
- (e) Significant deficiencies.
- (1) The CO will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

- (2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's estimating system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
- (3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO's final determination concerning:
 - (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (f) If the Contractor receives the CO's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (g) Withholding payments. If the CO makes a final determination to disapprove the Contractor's estimating system, and the contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

H.17 DOE-H-2024 EARNED VALUE MANAGEMENT SYSTEM (MAR 2019) (REVISED)

Definitions. As used in this clause:

"Acceptable Earned Value Management System" means an EVMS that complies with system criteria set forth in paragraph (a) this clause.

"Contract Funds Status Report" (CFSR) includes data to support forecasting, planning and decision making. DOE's CFSR Data Item Description (DID) is to be used for the CFSR.

"Earned Value Management System" (EVMS) means an integrated set of policies, procedures and practices to objectively track performance on a project or program.

"Integrated Master Plan" (IMP) means an event-based plan consisting of a hierarchy of program events, each supported by specific accomplishments, and each accomplishment associated with specific criteria to be satisfied for its completion.

"Integrated Master Schedule" (IMS) means a networked, multi-layered list of tasks required to complete the work captured in a related IMP. The IMS should include all IMP events and accomplishments and support each accomplishment closure criteria. The IMS should contain a

critical path and be resource-loaded with labor, material and equipment costs to include unit prices and quantities.

“Integrated Performance Management Report” (IPMR) includes data submitted monthly by the contractor from its EVMS. DOE’s IPMR DID is to be used for the IPMR.

“Over Target Baseline” (OTB) means an overrun to the Contract Budget Base (CBB), which is formally incorporated into the Performance Measurement Baseline (PMB) for management purposes.

“Over Target Schedule” (OTS) means the condition in which a baseline schedule is time-phased beyond the contract completion date.

“Significant deficiency” means a shortcoming in the system that materially affects the ability of DOE officials to rely upon information produced by the EVMS for management purposes.

“Work Breakdown Structure” means a product-oriented hierarchy of tasks to be performed by the project team in support of project objectives.

(a) System criteria. In performing this contract, the Contractor shall establish, maintain, and use--

(1) Integrated performance management system. Central to this system shall be an EVMS that that complies with the Electronic Industries Alliance Standard 748 (EIA-748, current version at time of award), including a System Description. The EVMS shall be linked to and supported by the contractor’s various management systems, including work definition, planning and scheduling, work authorization and budgeting, performance measurement and analysis, change management, materials and subcontract management, cost estimating, accounting, and risk management.

(2) Management procedures. The contractor shall have procedures that enable timely, reliable, and verifiable information.

(i) Pursuant to the IPMR and IMS data items under this contract, the contractor shall maintain an IPMR and IMS that logically networks all project activities, reflecting the National Defense Industrial Association (NDIA) Planning & Scheduling Excellence Guide and the GAO Schedule Assessment Guide.

(ii) As required by the CFSR data item under this contract, the contractor shall develop and submit a CFSR, and must reconcile the CFSR with the IPMR on a quarterly basis.

(iii) All reporting must correspond to the applicable WBS elements, and shall be submitted timely and accurately and be current as of the close of the previous month’s accounting period. (Note: The contractor should not establish a separate or unique internal performance management system solely for the purposes of the contract.)

- (iv) IPMR and CFSR data shall be submitted by the Contractor by uploading the data into Project Assessment and Reporting System (PARS) in accordance with the “Contractor Project Performance Upload Requirements” document maintained by the DOE Office of Project Management.
- (b) EVMS certification.
- (1) For contracts supporting projects valued at \$100M or more, the contractor’s EVMS must be formally certified by the cognizant Federal agency as compliant with the EIA-748 guidelines (current version at the time of award). Pursuant to DOE Order 413.3B, the DOE Office of Project Management is DOE’s EVMS certifying authority. If, at the time of award, the contractor’s EVMS has not been determined to be in compliance with the EIA-748 guidelines, the contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in its EVMS plan.
- (2) For contracts supporting projects valued at less than \$100M but greater than \$50M, the contractor’s EVMS must be compliant with EIA-748; however, external certification is not required. The use of the contractor’s EVMS for this contract does not imply a Government determination of EIA-748 compliance for application to future contracts.
- (c) Changes to the EVMS. The Contractor shall submit notification of all proposed changes to the EVMS procedures and the impact of those changes to the Contracting Officer. If the contractor has one or more contracts in support of DOE capital asset projects that are valued at \$100M or more, unless a waiver is granted by DOE, any EVMS changes proposed by the contractor require approval of DOE prior to implementation. DOE will advise the contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the contractor’s notice of proposed changes. If DOE waives the advance approval requirements, the Contractor shall disclose EVMS changes to DOE at least 14 calendar days prior to the effective date of implementation.
- (d) Integrated baseline reviews. The Contractor shall deliver a task baseline with each Task Order proposal. The task baseline shall represent the cost, schedule, and entire scope over the period of performance of the associated task. DOE will conduct an Integrated Baseline Review (IBR) for Task Orders not later than 60 calendar days after the award of the Task Order. DOE and the contractor will use the IBR process described in the NDIA IBR Guide (or current version). During IBRs, the project baseline will be jointly scrutinized by the Government and the contractor to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.
- (e) Access to records. The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative to permit surveillance to ensure that the EVMS continues to comply with the criteria referenced in paragraph (a) of this clause.
- (f) Restructuring actions. In the event that the contractor concludes the performance baseline no longer represents a realistic plan, the contractor may determine that an over-target schedule

or over-target baseline restructuring action is necessary. The contractor shall obtain approval of the Contracting Officer prior to implementing such restructuring actions. The request should also include detailed implementation procedures as well as a timeframe in accordance with the System Description. DOE will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(g) Significant deficiencies.

- (1) The Contracting Officer will provide a determination to the contractor, in writing, on any significant EVMS deficiencies. The determination will describe the deficiency in sufficient detail to allow the contractor to understand the deficiency.
- (2) The contractor shall respond within 30 working days to a written determination from the Contracting Officer that identifies significant deficiencies in the contractor's EVMS. If the contractor disagrees with the determination, the contractor shall state, in writing, its rationale for disagreeing. In the event the contractor does not respond in writing to the determination within the response time, this shall indicate that the Contractor agrees with the determination.
- (3) The Contracting Officer will evaluate the contractor's response or lack of response and notify the contractor, in writing, of the Contracting Officer's final determination concerning—
 - (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action;
 - (iii) System noncompliance, when the contractor's existing EVMS fails to comply with the EVMS guidelines in EIA-748; and
 - (iv) System disapproval, if corrections to the contractor's EVMS are not successfully completed within the timeframe set forth by the Contracting Officer. When the Contracting Officer determines that the existing EVMS contains one or more significant deficiencies, the Contracting Officer will use discretion to disapprove the EVMS based on input received from the DOE Office of Project Management.
- (4) When the contractor receives the Contracting Officer's determination of significant deficiencies, the contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(h) Withholding payments. In the event that the contractor's EVMS is disapproved in accordance with subparagraph (g)(3)(iv), the Contracting Officer will withhold payments until which time the contractor has resolved all EVMS deficiencies.

(i) Flowdown requirements. With the exception of paragraphs (g) and (h) of this clause, for contracts supporting projects requiring EVMS, the contractor shall flow down appropriate EVMS requirements to its subcontractors.

- (1) The EVMS certification requirement applies to subcontractors meeting the criteria in paragraph (b) of this clause. In this event, the cognizant Federal agency, working through the prime contractor, will assess whether the subcontractor's system satisfies the EVMS guidelines contained in EIA-748.

- (2) The prime contractor is responsible for reviewing and assuring the validity of all subcontractor reports. Cost and schedule reporting requirements are not to be confused with EVMS certification, as described in paragraph (i)(1) above.
- (3) For subcontracts valued at \$100 million or more, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):

[Contracting Officer to insert names of subcontractors (or FFP subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

- (4) For subcontracts valued at less than \$100 million, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

- (j) Extending a previous contractor's certified EVMS. If a contractor plans to adopt the existing system from the previous contractor or DOE Site, the contractor is responsible for the system and shall comply with the system requirements required in this clause. The existing system shall utilize the same DOE-approved processes and procedures as the previous system. The contractor shall—
 - (1) Identify the corporate entity that owns the certified EVMS and provide the certification documentation;
 - (2) Obtain prior approval from the Contracting Officer, who will be advised by the Office of Project Management, for proposed EVMS and surveillance changes;
 - (3) Be responsible for full compliance with paragraph (a) of this clause; and
 - (4) Be responsible for correcting any significant deficiencies previously identified to the previous contractor by the Contracting Officer in accordance with paragraph (g) of this clause. Within 45 days after receiving a copy of the previous contractor's final determination, the contractor shall either correct any significant deficiencies or submit an acceptable corrective action plan. The Contracting Officer, working jointly with the Office of Project Management, will provide a written final determination—to potentially include an implementation review—before extending the certification.

H.18 DOE-H-2025 ACCOUNTING SYSTEM ADMINISTRATION (OCT 2014) (REVISED)

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

- (1) Acceptable accounting system means a system that complies with the system criteria in paragraph (c) of this clause, to provide reasonable assurance that:
 - (i) Applicable laws and regulations are complied with;
 - (ii) The accounting system and cost data are reliable;

- (iii) Risk of misallocations and mischarges are minimized; and
 - (iv) Contract allocations and charges are consistent with billing procedures.
- (2) Accounting system means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.
- (3) Significant deficiency means a shortcoming in the system that materially affects the ability of officials of DOE to rely upon information produced by the system that is needed for management purposes.

(b) General.

The Contractor shall establish and maintain an acceptable accounting system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the CO documentation that its accounting system meets the system criteria in paragraph (c) of this clause no later than 60 days after the effective date of the Transition Task Order. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the Section H clause, *Contractor Business Systems*, and also may result in disapproval of the system.

(c) System criteria.

The Contractor's accounting system shall provide for:

- (1) A sound internal control environment, accounting framework, and organizational structure;
- (2) Proper segregation of direct costs from indirect costs;
- (3) Identification and accumulation of direct costs by contract;
- (4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
- (5) Accumulation of costs under general ledger control;
- (6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
- (7) Approval and documentation of adjusting entries;
- (8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;
- (9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;

- (10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
 - (11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;
 - (12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of 48 CFR31 entitled, *Contract Cost Principles and Procedures*, and other contract provisions;
 - (13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;
 - (14) Segregation of preproduction costs from production costs, as applicable;
 - (15) Cost accounting information, as required:
 - (i) By contract clauses concerning limitation of cost (48 CFR 52.232-20), limitation of funds (48 CFR 52.232-22), or allowable cost and payment (48 CFR 52.216-7); and
 - (ii) To readily calculate indirect cost rates from the books of accounts.
 - (16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;
 - (17) Adequate, reliable data for use in pricing follow-on acquisitions; and
 - (18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.
- (d) Significant deficiencies.
- (1) The CO will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
 - (2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor does not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
 - (3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO final determination concerning:
 - (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and

- (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the CO's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (f) Withholding payments. If the CO makes a final determination to disapprove the Contractor's accounting system, and the Contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

H.19 DOE-H-2026 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (OCT 2014) (REVISED)

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

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

"Purchasing system" means the Contractor's system or systems for purchasing and subcontracting, including make-or-buy decisions, the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, placing and administering of orders, and expediting delivery of materials.

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

- (b) General.

The Contractor shall establish and maintain an acceptable purchasing system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the CO documentation that its purchasing system meets the system criteria in paragraph (c) of this clause no later than 60 days after the effective date of the Transition Task Order. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the CO and/or withholding of payments.

- (c) System criteria.

The Contractor's purchasing system shall:

- (1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the FAR (48 CFR Chapter 1) and the DOE Acquisition Regulation (48 CFR Chapter 9);

- (2) Ensure that all applicable purchase orders and subcontracts contain all flow down clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;
- (3) Maintain an organization plan that establishes clear lines of authority and responsibility;
- (4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;
- (5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;
- (6) Apply a consistent make-or-buy policy that is in the best interest of the Government;
- (7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;
- (8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices in accordance with 48 CFR 15.404-1;
- (9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;
- (10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices in accordance with 48 CFR 15.404-3;
- (11) Document negotiations in accordance with 48 CFR 15.406-3;
- (12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;
- (13) Ensure proper type of contract selection in accordance with 48 CFR 16 and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;
- (14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;
- (15) Document and justify reasons for subcontract changes that affect cost or price;
- (16) Notify the Government of the award of all subcontracts that contain the 48 CFR Chapter 1 and 48 CFR Chapter 9 flow down clauses that allow for Government

audit of those subcontracts, and ensure the performance of audits of those subcontracts;

- (17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of the 41 USC chapter 87, Kickbacks;
- (18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;
- (19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flow down clauses, as required by 48 CFR chapter 1, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract;
- (20) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources;
- (21) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements;
- (22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;
- (23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort;
- (24) Establish and perform Annual Subcontract Audit plans with audits consistent with IIA and/or Generally Accepted Government Auditing Standards (GAGAS) audit standards; and
- (25) Establish and maintain procedures to timely notify the CO, in writing, if:
 - (i) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the Contract, Task Order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
 - (ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Significant deficiencies.

- (1) The CO will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
- (2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor does not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
- (3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO's final determination concerning:
 - (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the CO's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.
- (f) Withholding payments. If the CO makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

**H.20 DOE-H-2027 CONTRACTOR PROPERTY MANAGEMENT SYSTEM
ADMINISTRATION (OCT 2014) (REVISED)**

(a) Definitions. As used in this clause:

- (1) "Acceptable property management system" means a property system that complies with the system criteria in paragraph (c) of this clause.
- (2) "Property management system" means the Contractor's system or systems for managing and controlling Government property.
- (3) "Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the DOE to rely upon information produced by the system that is needed for management purposes.

(b) General.

The Contractor shall establish and maintain an acceptable property management system. If the Contractor plans to adopt the existing system from the previous contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the CO documentation that its property management system meets the system criteria in paragraph (c) of this clause no later than 60 days after the effective date of the ICP Integration and Mission Continuity Task Order. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the CO and/or withholding of payments.

(c) System criteria.

The Contractor's property management system shall be in accordance with paragraph (f) of the Contract clause at 48 CFR 52.245-1.

(d) Significant deficiencies.

- (1) The CO will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
- (2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor does not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
- (3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO's final determination concerning:
 - (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the CO's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (f) Withholding payments. If the CO makes a final determination to disapprove the Contractor's property management system, and the Contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

DOE CORPORATE CLAUSES OTHER THAN CHRM OR BUSINESS SYSTEMS

H.21 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 NOVs/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 NOVs/NOAVs and fines and penalties.

H.22 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 J, Attachment J-8. 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.23 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 J, Attachment J-8 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: James Mark Whitney ~~Kevin Berryman~~

Position: President ~~Treasurer~~

Company/Organization: Amentum Services, Inc. ~~Jacobs Technology, Inc.~~

Address: 2551 Dulles View Dr., Herndon, VA 20171 ~~1999 Bryan Street, Suite 1200, Dallas, TX 75201~~

Phone: 202.875.2513 ~~214.920.8027~~

Facsimile: N/A ~~214.638.0447~~

Email: mark.whitney@amentum.com ~~Kevin.Berryman@jacobs.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:

Name: Jennie Stults ~~Karen Wiemelt~~

Position: Advanced Energy & Environment Sector ~~Senior Vice President~~

Company/Organization: Amentum Services, Inc. ~~Jacobs Technology Inc.~~

Address: 106 Newberry Street, Aiken, SC 29801 ~~9191 Jamaica Street Englewood, CO 80112~~

Phone: 803.522.5425 ~~303.994.6239~~

Facsimile: N/A ~~720.286.9250~~

Email: jennie.stults@amentum.com ~~Karen.Wiemelt@jacobs.com~~

Name: **Colin Jones**

Position: Deputy North American E&E Deputy General Manager, North American Nuclear

Company/Organization: Amentum Services, Inc. ~~Jacobs Technology Inc.~~

Address: 106 Newberry Street, Aiken, SC 29801 ~~601 New Jersey Ave. NW, Suite 450, Washington, DC 200001~~

Phone: **202.525.0512**

Facsimile: N/A ~~202.783.8410~~

Email: colin.jones@us.amentum.com ~~Colin.Jones@jacobs.com~~

Name: L. Ty Blackford ~~James Floerke~~

Position: **Senior Program Manager**

Company/Organization: Amentum Services, Inc. ~~Jacobs Technology Inc.~~

Address: 1203 Adair Drive, Richland, WA 99352 ~~37621 S Desert Sun Drive, Tucson, AZ 85739~~

Phone: 509.378.6300 ~~208.351.9261~~

Facsimile: N/A ~~n/a~~

Email: ty.blackford@gmail.com ~~Jim.Floerke@jacobs.com~~

Name: Jeff Scott

Position: President & General Manager, Environmental Group

Company/Organization: Northwind Portage, Inc.

Address: 2800 Solway Rd., Knoxville, TN 37931

Phone: 865.705.9804

Facsimile: N/A

Email: jscott2@northwindgrp.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 a robust performance assurance system and support in accordance with DOE Order 226.1B *Implementation of Department of Energy Oversight Policy* and the Section H.67 clause entitled *Contractor Assurance System*. The Responsible Corporate Official 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 Report (CPAR) shall consider the execution of the requirements of this clause.

H.24 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
DOE-1	Grievance Records
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-13	Payroll and Leave Records
DOE-14	Report of Compensation

DOE Privacy Act System No.	DOE Privacy Act System Description
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-55	Freedom of Information and Privacy Act (FOIA/PA) Requests for Records
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*, and FAR 52.224-2 entitled, *Privacy Act*, are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of this clause identifying system of record 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.25 DOE-H-2019 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE (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 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.26 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, the ICP

Manager, 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.27 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.28 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 DOE prime contractors and Government employees. Other DOE contractors include but are not limited to: the INL contractor, the Fort St. Vrain Physical Security Services contractor, and other entities. Cooperation includes, but is not limited to, the following types of activities: working together to resolve interface and work performance issues; establishing working groups; participating in meetings; providing access to applicable technical and contract information and data such as schedule and milestone data; discussing technical matters related to the Idaho and Colorado Sites; providing access to Contractor facilities or areas; and allowing observation of technical activities by appropriate personnel.

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

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

Within 15 days after the the effective date of the Transition Task Order, 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.30 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 ordering period, and subsequent Task Order(s) period of performance extending beyond the contract ordering period, 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.

The following subcontracts are determined necessary for transfer to the successor contractor:

Subcontractor Name	Subcontract Number	Title/Description
3D Fire Protection	06-2026A; 18-3503; 21-2220	Perform quarterly maintenance, Sprinkler Installation at IWTU, INTEC Firewater Pipe Project
Abb Enterprise Software Inc.	20-7759	ABB Enterprise Software - Renewal
A-CORE of Idaho Inc.	21-3642	Core Cutting support
Advanced Computer Solutions	21-315	IT Subcontractor - Jeramie Freeman
Advanced Industrial Supply	22-281	Respirators to support NRF D&D
Airgas USA, LLC	800033; 19-2571; 21-6740; 21-7071	Liquid Argon System Design, Fab, Install; Gases for cafeteria
Alpine Propane Inc.	19-1305	Subcontract- Alpine Propane-INTEC
ALS Group USA, Corp.	16-3203; 17-7401; 18-1369; 18-2194; 19-8103	Blanket Agreement - Environmental Surveillance Program and subsequent releases; Lab sampling analyses
Alsco/American Linen	0000800307; 800402; 16-0001A; 18-1383	Laundry
American Fabrication	18-1137; 18-8100; 19-7838; 21-1567; 21-2224; 21-4027	Fabrication Services
AnA Sourcing	22-468	Gloves, Lab Coats (ARP re-order)
Anatek Labs	21-7945	Sampling
Applied Engineering Services, Inc.	20-3502	Engineering Blanket Master Agreement-and subsequent releases
Applus RTD USA, Inc.	800225A; 19-7442	Blanket Agreement - SNT Level III Examiner
Atlas Technical Consultants LLC	18-1384	Concrete, asphalt & soil Testing Blanket and subsequent releases
ATS Inland NW, LLC	17-6098	Allerton Software Subcontract
Automatic Data Processing (ADP)	16-3026	Mod ADP, LLC Services
AVANTech, Inc.	18-3460A	UCS Upgrade - AVANTech acquired MCE
Battelle Energy Alliance, LLC	TOR1	BEA - Mandatory Services and subsequent releases
Battelle Energy Alliance, LLC	TOR2	BEA - Non-Mandatory Services and subsequent releases
Battelle Energy Alliance, LLC	TOR3	BEA - IWTU Services and subsequent releases

Subcontractor Name	Subcontract Number	Title/Description
Battelle Savannah River Alliance	18-5554A; 19-3929A; 20-3114A	SRNL Releases
Bed Rock, Inc. DBA Tri State Motor Transit Co	15-804A	MLLW/LLW Transportation Services
Bennett Heavy and Specialized LLC	17-5973B	MLLW & LLW Transportation Services
Berry Oil	21-6674	Off-Site fuel supply for ICP operated fuel trucks
Bestac International	20-5696	IWTU Calcinated Coal
BHI Energy	19-2800	Staff Aug Master Agreement and subsequent releases
BMC Software	17-985	BMC Track-It licenses Renewal
Boiler & Steam Service LLC	22-114	Annual Boiler & Controls Tuning at INTEC (Fall 2021)
Bonneville Industrial Supply Co (BISCO)	21-3321	Gloves, Screwdrivers
Bonneville Industrial Supply Co (BISCO)	21-5508	Gloves, Tyveks Coats, Glasses
Bonneville Industrial Supply Co (BISCO)	21-5957	Gloves, Splitters, Tape
Bonneville Industrial Supply Co (BISCO)	21-7069	Vests, Gloves
Bonneville Industrial Supply Co (BISCO)	22-932	Glasses, Vests
BROKK Inc.	22-33	Brokk 500 Demo Machine and Attachments
Bureau Veritas North American Inc.	17-8312; 18-5183; 21-988	BOA BVNA - IH LABS
Cammans MVP LLC dba MVP Rentals	19-4042; 20-5723	Portable Toilet Rental and Sewer Drain Cleaning Blanket Agreement
Cate Idaho Equipment Rental & Sales, LLC	17-4201; 21-8026; 22-633	Equipment Lease
CDW-G	18-682	Adobe Acrobat Licenses - Dan Orner
Cedar Mountain Supply, Inc.	21-7079	Light Meter
Cellco Partnership DBA Verizon Wireless	20-322	Verizon phone service
Century Link Communications, LLC	12-223A	QWEST - Century Link
CHS, INC.	18-1380	Subcontract – Propane Services at AMWTP
Cintas Corporation	18-8383	Respond First Aid Supply Services
Citrix Systems	18-8543	Citrix Virtual Apps Reinstatement/3 year renewal/late fee
City of Idaho Falls Treasurer	12-107A	Fiber Optic Service - City of Idaho Falls Treasurer – Additional Funding
Clean Harbors	800480	Transportation Treatment and Disposal of INL Non-Radioactive Waste
Columbia Energy and Environmental Service	18-1874	IWTU SOW-804 Canister Contamination Engineering Services
Conrad & Bischoff (Wright Oil)	18-7739	Requisition for Conrad Bischoff Subcontract blanket PO
Convergent Technologies LLC	17-1719	INTEC Emergency Communication Upgrade (ECS)
Crane Tech LLC	17-5002	Crane Tech LLC Training

Subcontractor Name	Subcontract Number	Title/Description
Crawford Door Sales	22-561;22-562	IWTU Overhead Doors
CRI Advantage, Inc.	21-614	Cyber Security Consulting Services
Curtiss Wright Flow Control LLC	21-4637	BMA - Curtiss-Wright - Engineering Services
Daniel B. Stephens & Associates	21-2481	New ICDF Cell Geotechnical Investigation Field Sampling Plan Support
Diversified Metal Products	20-4070	Blanket Agreement - Miscellaneous Activities at DMP to Support CRP and Associated Releases
Diversified Metal Products	20-7891	Mod Bottom-Up Retrieval Stand 4.0 – CRP
Diversified Metal Products	21-2176	Mod Air Lance Development - Stage 2.0
Diversified Metal Products	22-428	BMR: Core Car Cutting Tests
DLT Solutions	17-1805	Solar Winds Software Renewals
MEL'S LOCK & KEY	21-5017	IPO Lock Replacements
Doug Andrus	17-100	Puck Drum Trailers (Doug Andrus)
Dover Engineered Systems, Inc. dba Central Research	22-656;22-674	Manipulator parts
Dover Engineered Systems, Inc. dba Central Research	21-7359	IWTU CRL Onsite Training / D. Axelson
Dynamic Systems	21-3713	FTS Oracle Support 2021 for Production and Testbed Servers
E2 O&M Services, LLC	17-6640; 18-2500	Staff Aug and Technical Support Services
Eagle Rock Specialties	20-7762	Oil Dri Sacks
Eagle Rock Specialties	21-5835	CRN-GSF-401 Linear Actuator Spare
Eagle Rock Specialties	21-7448	606 Boiler House - Foam Sealant
Eagle Rock Specialties	22-249	IWTU - Neoprene Duct
Eagle Rock Specialties	22-563	IWTU - Fill Tube Rubber Bodies
Eagle Rock Specialties	22-679	IWTU Nitrogen Distribution System
Eagle Rock Specialties	22-769	Drillforce Parts
Eagle Rock Specialties	22-789	IWTU Pipe Chase Shield Curtains
Eagle Rock Specialties	22-866	IWTU WO_585674 End Effectors
Eagle Rock Specialties	22-894	IWTU Bench
Eagle Rock Specialties	22-910	Packing Rings, Transmitters
Eaton Corporation - Engineering Services & Systems	802101	IWTU UPS Extension and Funding
EEO Logic, Inc.	18-8646A	Basic AAP Services
Eldredge Engineering, P.A.	16-4301	Staff Aug - IWTU Staff Aug / Eldredge
Electrain, LLC	21-8001	Award - BTSA (Staff Augmentation Services) - ElecTrain
EnergySolutions, LLC	12-354A	Energy Solutions Disposal
EnergySolutions, LLC	16-4710A	10-160B Cask Agreement and SARP Amendment
Epsilon Technologies Int, LLC dba MoviMED & MoviTh	20-7864	MovieTherm Camera Subscription
Escape Velocity Holdings Inc DBA Trace 3, LLC	20-7170	IT Network Discovery
Farmer Brothers Coffee	820186	Cafeteria Use Only
FED EX	17-24	Fed Ex Services
Ferguson Enterprises	21-7539	IWTU PRF & PHVF Blowback Actuators
Firmage Water Conditioning D.B.A. Culligan Water	800417; 800906	Water
First Place Supply	22-652	Jackson Elliott PATCO Battery Charger
First Place Supply	22-693	Toe Warmers, Coveralls, Rope
First Place Supply	22-796	Discs, Tape

Subcontractor Name	Subcontract Number	Title/Description
First Street Plumbing & Heating Center	17-3541	Plumbing and Sewer Services for IF Facilities
Fischer Scientific Company, LLC	21-6250	Vial & bottles thru Thermofischer, TAN ER Supplies
Flow International Corporation	18-4565	Dan Hillam Waterjet Services
Flowserve US Inc	21-7932	IWTU Drain and Vent Valve 2 and 3 Inch Repair Kits
Fluor Marine Propulsion LLC	21-6194	Badging Use Only for Fluor Marine Propulsion
Flyability, Inc.	22-514	AWARD: CRP Drone Demonstration
Focus Environmental, Inc.	18-3552	iDocs 12544 Nielsen, Kirk -IWTU SPT Subcontractor Support
Gallagher Corporation	21-2315	Blanket Agreement Prototype Seals for Vacuum Crawler- 3-d Printing
GEL Laboratories, LLC	16-3151	Blanket Agreement - Groundwater Sampling/Analysis
Gem State Paper and Supply	22-243	Matt Capson Ice Melt Delivery
GH Peterson Limited Partnership	800102	Lease - TSA/B through 12/31/2021
Geotech Environmental Equipment Inc.	21-7898	Pump Equipment - Environmental
Gray Matter Systems, LLC	21-4676	Servo Controller Case
Greenskeeper Landscape & Excavation, LLC	18-1385	ICP Weed and Pest Control
Grove Software	20-8229	Microshield Training for RadCon - Britt Edquist
GSA-General Services Administration	17-126	Mod 3 - Funding for GSA Leased Vehicles - GSA
Handy Wholesale Products, Inc.	22-494	Magnesium Chloride FreezGard (Ice Melt) 50lb (Handy)
HAPTION SA	21-922	Articulating Arm 2.0 - CRP - Software Control System
Harris Mountain West LLC	20-110	Blanket Subcontract for Sawtelle Facility HVAC Services
HAZEN	18-4832	Pilot Plant & other testing for IWTU
HOL INVESTMENT, LLC	19-6486	Mod Leasing Agreement for the Ormond Building
HukariAscendent, Inc.	16-3009	Staff Augmentation Blanket Master Agreement – Hukari
IAS Enviro Chem	16-3156	Blanket Agreement - Water Samples
IBM Corporation	17-8711	Renewal for Maximo Licenses
Idaho State Police	17-2511	Idaho State Police
IHS Global Inc.	21-242	HIS Engineering Workbench Renewal (Part of Virtual Library)
NUCLEAR WASTE PARTNERSHIP	16-3004	RH TRU Waste Disposition
NUCLEAR WASTE PARTNERSHIP	16-3005	Central Characterization Project (CCP) Services lot 10
	07-2230F	Norco - Specialty Gases NORCO Gases Blanket
CPFD SOFTWARE LLC	17-6698	IDOCs 12413 Christian Goettsche Barracuda IWTU
Inductive Automation	20-7812	Renewal -Ignition Software Support-R Clayton
Ionex Research Corp	21-6756	Equipment to support D&D work at NRF
Inskeep Services LLC	18-7430	IDOCs 13458 Inskeep Services Inc. - Site Labor Coordinator

Subcontractor Name	Subcontract Number	Title/Description
Inspection Experts, Inc.	18-5522A	Blanket Agreement - Technical Support
Integrated Power Systems	21-1891	Re-routed for additional funding and required onsite approvals - UPS maintenance service
J Foster & Associates LLC	18-2525	Mod Staff Aug - Fluidization Subject Matter Expert: Barry O'Brien
J.J. Keller & Associates, Inc.	17-5113	Mod. 2 - Bloodborne Pathogen Video Agreement from JJ Keller
Jacks Tire & Oil Inc.	17-8196	iDocs 12797 Sherick, Mark -Tire Repair and Services
JR & CO., Inc.	18-74	AMWTP Roof Repair Bldg 678
JR & CO., Inc.	20-7019	INTEC CPP-659 Roof Replacment Matt Morse
J-U-B Engineers, Inc.	21-3133	MOD 2: Lagoon Seepage Rate Test 2021
Kaasm, LLC	20-4217	Annual Factory Link Support Agreement
KeySource, Inc.	18-360	Mod 15 - Senior Mentors – KeySource
KeySource, Inc.	20-279	KeySource Inc (BTSA) - Staff Aug Personnel
Kilowatt Engineering, Inc. dba kW Engineering	18-7415	SOW-827 For KW Engineering Subcontract
K-Spar Inc.	17-4393	Mod IDOC-12431 Calcine Retrieval Dose Assessment
L&L Mechanical Inc.	16-3699	IWTU Chiller Contract
L&L Mechanical Inc.	21-2587	MOD 5: ICDF HVAC PM Services
L&L Mechanical Inc.	22-708	613 HVAC Replacement Equipment
Lancer Information Solutions	20-5170	Oracle Database Enterprise Edition Licenses (1 yr)
Lancer Information Solutions	21-4486	Oracle WebLogic Suite
Lancer Information Solutions	21-5020	Oracle Database Enterprise Edition Licenses (1 yr)
LANCS Industries	21-4061	Drum Liner Transfer Bags, LI-300-DTB-B
LANCS Industries	21-5565	Change Out Bags
LANCS Industries	22-687	Sleeving
LANCS Industries	22-750	Filters, Sleeving
LANCS Industries	22-952	Sleeving
LANCS Industries	22-953	Sleeving
Lawrence K Deppe DBA PROCESS ENGINEERED PRODUCTS	21-5375	Todd Shepherd Yokogawa ZR-202 Oxygen Analyzer for Repair
Leonard Petroleum Equipment (Idaho Falls)	21-6029	AWARD: Services on VES-WCS-106 diesel fuel tank (INTEC-1684)
Leslie Dial Lago Pre/Post Productions	17-2501	Mod Leslie Dal Lago Pre/Post Productions Subcontract
Linde, Inc.	800908A	Praxair - Bulk Oxygen and Nitrogen
Linde, Inc.	823022A	CO2 Supply
Lin-Z Properties	15-2844A	Lindsay warehouse lease
Lin-Z Properties	800103A	BLANKET MASTER - Lease Payments
Lin-Z Properties	800105A	BLANKET MASTER - Lease Payment LBC Training Room
Loui Consulting Group Inc.	21-4697	MOD 4: Reporting and Analytics Software Consultant
Machinery West, Inc DBA Boise Rigging	22-346	Engraver & tags to support NRF D&D
MARCOM LLC	18-7400	Blanket Technical Services Agreement

Subcontractor Name	Subcontract Number	Title/Description
Mark Owens Co. dba XL Engineering	19-1825	AMWTP/RWMC Subcontract Engineering Support
Mark Owens Co. dba XL Engineering	19-813	BTSA – Mark Owens Col, dba XL Engineering
Mark Turner, Inc dba Idaho Valve & Fitting Co.	19-8568	OICPV250 training
Mass 4 Service Inc.	21-2011	Mod 2: SOW-867; Helium Leak Detector Cleaning, Repair, & Calibration
Material Testing & Inspection, Inc.	18-1384	Blanket Master Agreement – Material Testing & Inspection
Mel's Lock and Key Inc.	19-486A	Additional Funds for Locksmith Services Blanket
MHF Packaging Solutions	21-7890	7A Type A CO-90 Metal Boxes
MHF Packaging Solutions	22-685	3" Lead Lined Shielded 30 Gallon Overpacks
Michael Baker International, Inc.	18-7492	Engineering Blanket - Short Term Scope
Michael Baker International, Inc.	20-3497	Master Blanket Task Agreement- Michael Baker Group
Millcreek Metals	21-2927	Scrap Metal Bins for Recycling
Mirion Technologies (MGPI) Inc.	21-1452	
Mirion Technologies dba Canberra	21-3299	Canberra Software Maintenance Support for Drum Assay and Review PCS
Mirion Technologies dba Canberra	21-7782	Gamma Detector Repair Services, Canberra Inc.
ML Services	22-595	Dell Latitude 5520 Base
Montrose Air Quality Services, LLC	18-4999	IWTU Montrose Sample Trailer Rental
Moxie Endeavors, Inc.	16-3010	Staff Aug Blanket Master Agreement - Moxie Endeavors
Myers Container, LLC Compaction	17-9508	Drums
Mythics	17-1398	Oracle Database Gateway for SQL Server – 5 yr. renewal
NATHANS SERVICE CENTER DBA LOST RIVER HONDA	17-8264	Off Site Tire Repair - Al Solano
Norbert Kleiber	19-1330	Mod Snow Removal - Fluor Idaho Town Facilities
Novare Solutions, LLC	18-6674	Blanket Technical Services Agreement
NUCFIL-Nuclear Filter Technology (NFT)	22-1055	NucFil 019DS Filter Assy w/Neoprene 2-214 O-Ring
Nuclear Waste Partnership LLC	17-1097	IDOC-12135 NWP Payload Engineer CCE Support
Nuclear Waste Partnership LLC	18-3208	CCP certified waste for ARP and SRP - Lisa Frost
OAV CO, LLC	21-4184	Mod Air Bearing for Articulating Arm - CRP - CRPC6140
OC-IS LLC	20-5973	Award - Blanket Technical Services Agreement - OC-IS LLC
OC-IS LLC	20-5973-1	Mod 2 - Mike O'Connor (Trainer) - OC-IS
OC-IS LLC	205973-TS1	Mod 1 - Loren Peterson (Training Assessor) - OC-IS
Ojeda Business Ventures, LLC	18-8680	Staff Aug Blanket Master Agreement - Ojeda and subsequent releases
Old Faithful Beverage Co.	21-639	FY21 Subcontract Old Faithful

Subcontractor Name	Subcontract Number	Title/Description
Omega Consultants Inc.	16-3013	Staff Aug - Omega - Tech Support
Omega Consultants Inc.	19-8628	BTSA Omega Consultants
Orion Registrar Incorporated	17-5001	MOD 4: INTEC Envir. Support
Pacific Mobile Structures, Inc.	13-247A	Rental of Office Trailer @ AMWTP (Pacific)
Pacific Mobile Structures, Inc.	15-2986A	Additional funding for leases (Pacific Mobile)
Pacific Mobile Structures, Inc.	18-2513	IDOC-13113 - IWTU Construction Crew Trailer Lease
Pacific Mobile Structures, Inc.	20-7572	David Evans RFP No. 8620 - INTEC Trailer Lease
Pacific Mobile Structures, Inc.	21-1039	INTEC-WM Comfort Station & Double Wide Trailer Quotes
Pacific Mobile Structures, Inc.	21-2373	MOD 5: Trailers & Connexes for NRF D&D
PAR Inc.	20-501	PAR and spare parts
Particulate Solid Research Inc.	17-7182	Consulting Engineering Services
Perma-Fix Environmental Services, Inc.	800440	Perma-Fix Environmental
Phenix Construction Co. LLC dba Phenix of Idaho	21-1284	Re-routed for onsite approvals - RUSH Civil installation of D&D Support Infrastructure at NRF
Piercan USA Inc.	22-324	DPS Gloves Left/Right 10 1/2 size
Portable Restroom Trailer Sales, Inc	22-501	4 Station Decon trailer to support NRF D&D
Porter's Supply & Distributing, Inc.	15-680A	Office and Janitorial Supplies (Porter's)
Power Engineering, Co., Inc.	17-3752	Mod Cooling Tower Maintenance at IF
Praxair Inc.	823022	CO2 Supply
Precision Glass & Aluminum, Inc.	21-4652	Service Tech from Precision Glass & Aluminum, Inc.
Premier Truck Sales and Rental	21-6427	Lease-equipment-Palift hook truck
Promantis, Inc	20-8422	Master Blanket Task Agreement- Promantis
Regan Technologies Corporation	20-5482	MS Enterprise Agreement - Regan Tech (Year 2)
Regan Technologies Corporation	20-5494	MS Enterprise Agreement RBC20042802.R2
Regan Technologies Corporation	20-5517	True Up to Enrollment 8066935 (Year 1)
Regan Technologies Corporation	20-5526	MS Enterprise Agreement - RBC20041710 (Year 2)
Rich Industries	21-6508	Drum Liner Transfer Bags
RM Lab LLC dba Express Lab	21-2439	MOD 6: Express Lab - COVID-19 Testing
Rubb Building Systems Inc.	21-7837	No on-site work - Prefabricated Maintenance Shop to Support NRF D & D (RUBB Structure)
Sargent & Lundy LLC	18-7525	Engineering Blanket - Short Term Scope
Savannah River Nuclear Solutions, LLC (SRNS)	18-5554	Mod SRNL ~ ARP-V Event Investigation Support
Savannah River Nuclear Solutions, LLC (SRNS)	20-3114	Mod SARP Review of the 8-120B Cask
Savannah River Nuclear Solutions, LLC (SRNS)	20-7255	SRNL - Leo Thompson
Savannah River Nuclear Solutions, LLC (SRNS)	21-4822	Mike Conaway, SRNL, Perform Safety Culture Asmt., Fluor Idaho
Schindler Elevator Corp.	11-559A	Vendor repair to elevator #10
Schindler Elevator Corp.	17-5086	Elevator Maint (INTEC)
SD Myers Inc.	800455	SD Myers Inc. Services
SE&C LLC	19-5135	Technical Support Blanket Master Agreement

Subcontractor Name	Subcontract Number	Title/Description
Selective Adsorption Associates Inc.	22-905	IWTU GAC bed replacement
SGS North America Inc.	21-4200	SGS Galson Sampling
SIMCO	18-6319	Simco Calibration
Sisense, Inc.	18-5997	Business Intelligence Software to Replace the Internal Dashboard
Skolnik Industries	17-2100	Puck Drums
Skolnik Industries	21-7955	SRP 55 Gallon Drums w/liner
Snake River Striping and Asphalt Maintenance	21-7955	Asphalt Maintenance
Southwest Research Institute	800303	Sampling & Analysis
Sparta Systems Inc.	20-2793	TrackWise Renewal
Sparta Systems Inc.	21-2750	TrackWise Renewal
Spectra Tech, Inc.	19-2777	Spectra Tech, Inc. - BTSA
Sphera Solutions	800310	Comply Plus Web
Staton Professional Solutions, LLC	19-6175	BTSA - Staton Professional Solutions, LLC
Sterling Computers Corporation	20-5097	Server Configuration Monitor - Licensing
STERLING ENG & CON GROUP, LLC	19-5135	BTSA - Sterling Eng & Consulting
Studsvik, Inc.	16-3007	Technical Support Services in Support of IWTU
Suburban Propane	18-1187	RWMC-ARP Propane
System Technology Inc.	21-6085	Dact-E3 Board
Test America	Multiple	Sampling & Analysis
Teton Environmental Health LLC	20-5793	Teton Environmental Health BTSA
Teton Environmental Health LLC	20-5793-1	Mod 2 - Debra Nims (IH) - Teton Environmental
Texas Medical Screening, Inc.	800314	Blood Pressure Machine
TFE, Inc.	19-3614	Blanket Master Agreement - Technical Support
TFE, Inc.	21-6704	TFE, Inc. Tech Support- Dave Lent
TFE, Inc.	21-6734	TFE, Inc. Tech Support- Jimmy Spells
The Asbestos Institute, Inc.	18-6942	Asbestos Instructor for Teaching Asbestos Class
Thorne and Associates	16-3015	Staff Aug - Thorne & Associates Tech Support
Total Safety Supplies & Solutions	21-683	Hypalon Gloves
Tradewind Services LLC	19-1949	Staff Aug Blanket Agreement - Trade Wind Services, LLC
Traynor Technical Project Services, LLC	18-425	Technical Services Agreement
TSI Inc.	823807	Shannon Griggs - Portacount Calibration
Turnkey Technical Services, LLC	12-399C	Reserved for MLLW and LLW Transportation
Unitech Services Group	18-1382	Basic Order Agreement - UNITECH and subsequent releases
United Rentals (North America) Inc	19-2583	IWTU Simulant Tanks Rental
USDA Animal and Plant Health Inspection SRV	20-1149	Mod Services to Protect Employees' Health and Safety from Wildlife
Valley Ready Mix	17-7010	INTEC-Tank Farm / Concrete
Vault Medical Services P.A.	20-6857	Vault Medical Services Perform COVID-19 Testing
Vertiv Corporation	10-1651A	UPS Service Agreement
Vivek P. Utgikar	16-3029	IDOCs 11695 Support to the IWTU Technical Review Dr. Vivek Utgikar
VJ TECHNOLOGIES	800420	V.J. Technologies support RH TRU RTR

Subcontractor Name	Subcontract Number	Title/Description
Walsh Engineering Services, PC	17-527 R6	Mod: 17-527 R6 Cathodic Protection
Walsh Engineering Services, PC	18-6020	Training Specialist Staff Aug Position - Mack Smith
Walsh Engineering Services, PC	19-226	Walsh Engineering Short Term Support
Walsh Engineering Services, PC	20-1285	Master Blanket Task Agreement- Walsh Engineering
Waste Control Specialists, LLC	16-3003	Staff Aug Blanket Master Agreement - Waste Control Services
Watercare Industrial Services, Inc	21-7535	WO# 577829 & 577827_Vulnerabilities Sub Support - Cronquist
Weidner & Associates	17-1998	MSA Respirator Service and Repair - Nate
West Tech Machine	21-4206	Miscellaneous Fabrication at West Tech for CRP
Western Recycling & Records Destruction	800419A	ICP Recycling & Records Destruction
Western States Equipment	18-5649	On-Site Mis Repairs on Government Owned Equipment on an As Needed Basis
Western States Equipment	19-4317	13905 P Gray-Air Compressor Rental INTEC WM
Western States Equipment	19-6433	Mod Rental of All Terrain Lift and Man Lift for EBR-II to RSWF
Western States Equipment	800008-001	Western States - Equipment Maintenance ICDF, INTEC, RWMC
Western States Equipment	21-6779	Equipment for NRF
Western States Equipment	21-6781	Equipment for NRF
Western States Equipment	21-6949	Equipment for NRF
Western States Equipment	21-7366	Generator to support D&D at NRF
Western States Equipment	22-293	CAT Radiator
Western States Equipment	22-351	Equipment to support NRF D&D (Genie duct jacks)
Wheeler Electric	17-3425	Electrical Maintenance Services IF Facilities
Wheeler Electric	19-5375	Blanket Master Agreement for On-Site Facilities Electrical Services
Wheeler Electric	21-6241	Electrical Installation of D&D Support Infrastructure at NRF IAW SPC-2925
Williams Scotsman, Inc.	17-5646	IWTU Temporary Office Trailer
Williams Scotsman, Inc.	19-1719	MFC D&D Trailer lease
Yellowstone Management Group, LLC	15-3076A	Lease of Yellowstone Warehouse
Yost Business Systems	18-3050	Purchase/Lease, Maintenance, Service and Repair of Convenience Copiers
North Wind Portage	**Multiple 16-3001 Blanket Master	Staff Aug
North Wind Portage	***Multiple 16-3002 Blanket Master	Staff Aug for Data Validation

** Subcontract will be replaced with successor contractor Idaho Environmental Coalition LLC teaming subcontractors or other small business(es) no later than the period of performance end date of Task Order-2, Implementation Period, of April 30, 2022.

*** Subcontract will continue as corporate reachback during Task Order-2, Implementation Period.

Current Subcontracts with Spectra Tech, Inc. to Continue:

Subcontractor Name	Subcontract Number	Title/Descript
Century Link	5-DCKGPLC7	Internet and Phones (Company now called Lumen)
Central Weld County Water	122618 Veolia/WAI	Water
Faith Enterprises, Inc.	VNSFS15- 105/WAI18051	General Contractor, Electrical
Fusion	2020-006	Porta-Potty (Contract with STI)
Laudauer	WAI/Veolia	Environmental and Personnel Dosimetry
MDI TELECOM/SYNCWORKS	Previous PO: VNSFS- 21-007/Veolia Nuclear Solutions/ VNS Federal Services	Security, NTP processor repair
Prometheus Security	PSGQ2414	Security System Maintenance
Rocky Mountain Access Controls	Customer ID: WAS100	Turnstile Maintenance
Smith's Detection	Contract No: 5020397	X-Ray Inspection/Sabre Repair (2 different groups)
Schneider Electric	Case No: 83122531	UPS Repair/Inspection
Royal Restrooms	03-0107 VNS Federal Services	Temporary Restrooms
Videotronix Incorporated (VTI)	Customer No: VTI1001492	Security Cameras
Wazee Crane (Timkin)	Acct No. 14818	Crane Inspection, Crane Operator Training, Hoisting and Rigging Inspections
Wilscot	W1048402	Temporary Trailers (contract with STI)
Xcel Energy	53-0011233165-5	Power

H.31 DOE-H-2045 CONTRACTOR COMMUNITY COMMITMENT (OCT 2014) (REVISED)

- (a) The Contractor shall submit to DOE an annual plan for community commitment activities and report on program progress semi-annually.
- (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.32 RESERVED

H.33 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)

In implementation of the clause DEAR 952.204-75 entitled, *Public Affairs*, all communications or releases of information to the public, the media, or Members of Congress prepared by the

Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least **three** calendar days prior to the planned issue date, submit a draft copy to the CO of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The CO will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.34 INFORMATION

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

- (a) Release of Information. The Contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements. The Contractor shall develop, plan and coordinate proactive approaches to dissemination of timely information regarding DOE unclassified activities. This will be accomplished through coordination with DOE. Proactive communications or public affairs programs will include or make use of a variety of tools including open houses, newsletters, press releases and/or conferences, audio/visual presentations, speeches, forums, and tours. The Contractor shall implement this responsibility through coordination with DOE in such a manner that the public, whether it is the media, citizen's groups, private citizens or local, state or Federal Government officials, has a clear understanding of DOE activities at the INL.
- (b) Unclassified Controlled Nuclear Information (UCNI). Documents originated by the Contractor or furnished by the Government to the Contractor, in connection with this contract, may contain Unclassified Controlled Nuclear Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives and Section I Clauses entitled, *DEAR 952.204-2, Security Requirements and DEAR 952.204-70, Classification/Declassification*.
- (c) Confidentiality of Information. To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
 - (1) Information which, at the time of receipt by the Contractor, is in the public domain;
 - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;

- (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (4) Information which the Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.
- (d) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access to such information, whereby the employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (e) The Contractor agrees, if requested by the Government, to sign an agreement identical in all material respects to the provisions of this subparagraph (f), with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. Upon request from the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.
- (f) The Contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (g) The Government reserves the right to require the Contractor to include this Clause or a modified version of this Clause in any subcontract as directed in writing by the Contracting Officer.

H.35 DOE-H-2052 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR (OCT 2014) (REVISED)

The Contractor's Representations, Certifications, and Other Statements, dated [Offeror Fill-In] made in response to Solicitation No. [Offeror Fill-In] are hereby incorporated into the contract.

H.36 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.37 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, including, but not limited to, the potential scope of work each Teaming Subcontractor may perform subject to cost reasonableness, funding availability, and capability to perform work:
 - Navarro Research and Engineering, Inc.;
 - Oak Ridge Technologies, LLC; ~~and~~
 - Spectra Tech, Inc.

Potential Scope of Work:

- Facility Closure

- Waste Operations
- Environmental Support
- Construction Support
- Nuclear Safety
- Spent Nuclear Fuel (SNF) Management Support
- Management of NRC Licensed Facilities
- Staff Augmentation

- (b) In the event that the Contractor plans either to award or use a new teaming subcontract or replace an existing, approved teaming subcontract 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.38 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.39 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.40 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014) (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.41 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 below in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

H.42 DOE-H-2068 CONFERENCE MANAGEMENT (MAR 2023)

The Contractor agrees that:

- (a) The Contractor shall ensure that contractor-sponsored conferences, and contractor participation in DOE conferences sponsored by a Departmental Element, 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 shall ensure its sponsored 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 by the Federal Travel Regulation (FTR) as "[a] meeting, retreat, seminar, symposium, or event that involves attendee travel. The term 'conference' also applies to training activities that are considered to be conferences under 5 C.F.R. 410.404." Additionally, the Department's conference activity reporting guideline expands the FTR conference definition to disregard attendee travel as a determining factor, i.e., reporting can be required without the existence of attendee travel.
- (c) Contractor-sponsored conferences include those events that meet the Department's expanded conference definition, and a DOE contractor holds the role of primary decision-maker for key planning items such as conference theme, agenda, location/venue, dates, and conference participation.
- (d) Merely providing the contractor's facility space for a conference, or contractor staff participating in a conference, or procuring conference booth space, giving speech, or serving as an honorary chairperson does not connote contractor sponsorship.
- (e) The Contractor will provide information on conferences they plan to sponsor, when expected costs exceed \$100,000 in net costs to the Department, 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, attendee registration costs;
- (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 and approved by the corresponding federal executive oversight entity.
- (g) For DOE-sponsored conferences (i.e., sponsored by a Departmental Element), the contractor will not expend funds on the proposed conference that exceeds \$100,000 in net estimated DOE cost, until it is approved in the Conference Management Tool by the management of the Departmental Element sponsoring the conference.
 - (1) DOE-sponsored conferences include events that meet the Department's expanded conference definition, and a Departmental Element holds the role of primary decision-maker for key planning items such as conference theme, agenda, location/venue, dates and conference participation.
 - (2) Merely providing Federal facility space for a conference, or Federal staff participating in a conference, or procuring booth space, giving a speech, or serving as an honorary chairperson does not connote DOE 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 conferences sponsored by a non-DOE external entity, the Contractor shall develop and implement a process to ensure costs related to conferences are tracked, allowable, allocable, reasonable, and further the mission of DOE/NNSA.
- (i) Contractors are not required to enter information on non-sponsored conferences in DOE's Conference Management Tool.

H.43 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.44 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
Daniel Coyne	President and Program Manager
Bill Kirby	Chief Operating Officer
Eric Mickelsen	Safety, Health, Quality, & Security Sr Director
Kimberli Southwick	Business Services & PCO Sr Director
Benjamin Roberts	Essential Missions Sr Director
Dana Kirkham	Environmental Services & Strategic Affairs Sr. Director

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 is located on the INL Site or within the local area. 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 change 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 three years of being placed in the position, the earned fee under the Contract may be permanently reduced by **\$1,000,000** 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 Program Manager is removed, replaced, or diverted within three years of being placed in the position, the earned fee may be permanently reduced by up to **\$500,000** 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.45 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-3.
- (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.46 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.47 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.48 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.49 DOE-H-2078 MULTIFACTOR AUTHENTICATION FOR INFORMATION SYSTEMS

The Contractor shall take all necessary actions to achieve multifactor authentication (MFA) for standard and privileged user accounts of all classified and unclassified networks. In so doing, the Contractor shall comply with the requirements and procedures established in the document “U.S. Department of Energy Multifactor Authentication Implementation Approach” and its appendices as determined by the Contracting Officer.

H.50 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.

OTHER CLAUSES

H.51 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 Fixed-Price (FP) or Cost-Reimbursement (CR) as directed by the Request for Task Order Proposal (RTP).
- (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) Prior to issuing a Task Order, the CO will provide the Contractor with a Request for Task Order Proposal (RTP) including, at a minimum, the following:
 - (1) A Task Order 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 (f) below); and
 - (4) A response time for submitting the Task Order proposal.
- (d) 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.
- (e) If time constraints do not permit issuance of a fully defined Task Order in accordance with the procedures described in this clause, the CO may issue an undefinitized Task Order which includes a Not-To-Exceed ceiling cost/price for which all the terms and conditions will be subsequently negotiated and definitized at a later date. This will only apply in exceptional circumstances, and the Contractor shall support the definitization schedule established by the Government.
- (f) The Contractor's Task Order Proposals shall 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) A fragnet of the detailed resource-loaded schedule for that Task Order's scope of work. The Contractor shall also provide a copy of the Integrated Master Schedule (IMS) showing the inclusion of the proposed Task Order's scope of work identifying the logic ties and dependencies between already contracted Task Order scopes of work and the new Task Order work scope. This IMS copy forms the basis for the Baseline Change Request (BCR) or Baseline Change Proposal (BCP) upon Task Order award. Both the schedule fragnet and the IMS schedules submitted as part of the Task Order proposal must meet EVMS requirements (including required task order baseline submission representing the cost, schedule, and entire scope over the period of performance of the associated task);
- (4) The Contractor shall submit Task Order proposals in accordance with FAR Part 15, Table 15-2 – Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required. If the value of the Task Order Proposal does not exceed the threshold for certified cost or pricing data, the CO may require information other than cost or pricing data, including information related to prices and cost that would otherwise be defined as cost or pricing data if certified. Information other than cost or pricing data may be submitted in the Contractor's own format, unless the CO decides that use of a specific format is essential and the format has been described in the RTP. Additionally, the Contractor shall utilize the rates included in Attachment J-11, IDIQ Labor Rate Schedule, for applicable labor categories;
- (5) WBS Dictionary Sheets required to a WBS level to be determined post award by DOE (the WBS submittal shall include a data column which cross references the WBS elements at the lowest level to the appropriate Contract Line Item Number);
- (6) Time-phased cost estimate at the WBS or Control Account level (to be determined by DOE);
- (7) Basis of estimate at the WBS level or Control Account level (to be determined by DOE);
- (8) Task Order proposals shall comply and be in accordance with FAR Part 31 – Contract Cost Principles and Procedures;
- (9) Proposed deviations (if any) from the stated PWS requirements;
- (10) Contractor's proposed fee or profit, which must adhere to the criteria within Section B.5 DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised);
- (11) Any other information required to determine the reasonableness of the Contractor's proposal; and

- (12) As applicable, Task Orders issued under this contract shall clearly identify the risk ownership for both the Government and the Contractor such that contract changes are reduced to the maximum extent practicable.
- (g) With the exception of the Transition Task Order, the Contractor's Task Order Proposals shall include separate small business subcontracting goals that afford small businesses with the maximum practicable opportunity to participate in Task Order performance consistent with efficient performance. In developing its proposed separate small business subcontracting goals, the Contractor shall establish minimum goals for each small business category for each Task Order to ensure overall cumulative compliance with the following small business subcontracting goals for the Master IDIQ Contract:

Small Business Category	Small Business Goals
Small Businesses (categories below are subsets within this category)	49%
Veteran-Owned Small Business (VOSB)	3%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	4%
Historically Underutilized Business Zone (HUBZone)	3%
Small Disadvantaged Business	6%
Women-Owned Small Business	5%
*The small business subcategories may not necessarily add up to the overall percentage in the Small Business category, since some small businesses may not fall into any of the subcategories, while others may fall into more than one subcategory.	

Proposed small business subcontracting goals shall be the percent of total subcontracted work specified in each Task Order in compliance with the Contractor's Master Small Business Subcontracting Plan, the requirements of the Section H clause entitled, *Subcontracted Work*, and FAR 52.219-9. With each Task Order Proposal, the Contractor shall submit a revised Section J, Attachment J-9, *Master Small Business Subcontracting Plan*.

- (h) The Contractor's Task Order proposal is subject to review and acceptance by the CO or his/her designee. The CO will either accept the terms and conditions of the Contractor's Task Order proposal or negotiate any areas of disagreement with the Contractor. After review and any necessary discussions, the CO may issue a Task Order to the Contractor containing, as a minimum, the following:
- (1) Date of the order.
 - (2) Contract number and Task Order number.
 - (3) PWS identifying the objectives or results desired from the Task Order, including special instructions or other information necessary for performance of the work.
 - (4) Performance standards, and where appropriate, quality assurance standards.

- (5) The Price of the Task Order (that is, as applicable, the Firm-Fixed-Price, Cost-Plus-Award-Fee, Cost-Plus-Incentive-Fee, etc., as those terms are used in the Federal Acquisition Regulation), and the Maximum dollar amount authorized (total Task Order value).
- (6) Any other resources (e.g., travel, material, equipment, facilities) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) Accounting and appropriation data.
- (i) The Contractor shall provide acknowledgement to the CO of receipt of the Task Order within two (2) business days after receipt.
- (j) The Contractor shall deliver all Task Order specific deliverables as stated in the Task Order.

H.52 SUBCONTRACTED WORK

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least fifteen (15) percent of the cumulative value of Task Orders (excluding the Transition Task Order) issued under this contract to small businesses. The Contractor's subcontracted work shall be in compliance with the approved Section J, Attachment J-9 entitled, *Master Small Business Subcontracting Plan* and the separate subcontracting goals submitted and approved at the Task Order level. Unless otherwise approved in advance by the CO, work to be performed by subcontractors selected after Contract and Task Order award shall be acquired through competitive procurements, to the extent required, with an emphasis on fixed-price subcontracts to the extent practicable. The use of cost-reimbursement, time-and-materials, and labor-hour subcontracts shall be minimized.

The separate subcontracting goals submitted at the Task Order level shall identify timely, discrete, and meaningful scopes of work that can be awarded to small business concerns. Meaningful work is work that is important to the performance of the technical and management approach defined by the prime contractor. It is characterized by strong technical content (e.g., discrete and distinct technical or programmatic scopes of work) and contributes to the successful achievement of DOE's goals. It should have a performance-based outcome that directly contributes to the overall contract outcome(s). Also, the Contractor shall respond to past performance inquiries for subcontractors upon request from DOE and other Federal agencies.

H.53 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.

H.54 SUBCONTRACTOR TIMEKEEPING RECORDS SIGNATURE REQUIREMENT

The Contractor shall obtain timecards for all hourly subcontract employees, at all tiers, performing on non-fixed-price subcontracts. For purposes of this Clause, non-fixed-price subcontracts are those of a type containing a cost reimbursable or variable component in them, which includes those contract types covered by FAR Subpart 16.3, Cost Reimbursement Contracts, FAR Section 16.405, Cost Reimbursement Incentive Contracts, and FAR Subpart 16.6, Time and Materials, Labor Hour, and Letter Contracts. Note that the requirements of this Clause also pertain to Task Orders, tasks, and/or Contract Line Items Numbers from Indefinite Delivery (see FAR Subpart 16.5, Indefinite Delivery Contracts) and hybrid contracts that are of a type covered by the FAR citations in the prior sentence. The timecards must be obtained by the Contractor prior to the Contractor paying for these subcontract costs and prior to billing DOE for these costs. The timecards must reflect actual hours worked, be signed by the subcontract employee, and be certified by the subcontract employees' supervisor prior to the Contractor obtaining them. Subcontractors at all tiers performing work under non-fixed-price subcontracts shall maintain adequate timekeeping procedures, controls, and processes for billing Government work. The Contractor shall, at least once every three years, conduct a labor audit of non-fixed-price subcontracts. The audit shall be conducted to unmodified Institute of Internal Auditors standards, if conducted internally, or unmodified Generally Accepted Government Auditing Standards (GAGAS), if conducted externally. This Clause shall be flowed down to all non-fixed-price subcontracts at all tiers.

H.55 ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT (EEOICPA)

The Contractor shall provide support of the EEOICPA established under Title XXXVI of the National Defense Authorization Act of 2001 (Public Law 106-398). The Contractor shall provide records in accordance with the Section I Clause entitled, DEAR 970.5204-3, Access to

and Ownership of Records in support of EEOICPA claims and the claim process under the EEOICPA.

The Contractor shall:

- (a) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors' employees;
- (b) Provide reports as directed by DOE, such as costs associated with EEOICPA;
- (c) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by DOE;
- (d) Locate, retrieve and provide a copy of any personnel and other program records as requested;
- (e) Perform records research needed to complete the Department of Labor (DOL) claims or to locate records needed to complete the claims or other related EEOICPA requests;
- (f) Ensure cost information is submitted to the DOE EEOICPA Point of Contact (POC) by the tenth of each month; and
- (g) Ensure all EEOICPA Claims received are completed and returned to DOE within 45 calendar days of the date entered in the Federal Compensation Program Act (FCPA) electronic reporting system.

H.56 ALLOCATION OF RESPONSIBILITIES FOR ENVIRONMENTAL COMPLIANCE

This clause allocates the responsibilities of DOE and the Contractor, referred to collectively as 'the Parties,' for implementing the environmental requirements at facilities within the scope of the contract. In this clause, the term 'environmental requirements' means requirements imposed by applicable Federal, state and local environmental laws and regulations, including, without limitation, statutes, executive orders, ordinances, regulations, court orders, consent decrees, administrative orders or compliance agreements, consent orders, permits, and licenses. The Contractor shall follow the Environmental Regulatory Structure and Interface Protocol for the ICP Contractor throughout the environmental review and performance of activities and actions. The Contractor is required to comply with permits, consent decrees, administrative orders, and settlement agreements between the DOE and federal and state regulatory agencies.

- (a) Within 60 days after the Transition Task Order Notice to Proceed, the Contractor shall submit to the Contracting Officer for approval any proposed modifications to the current Environmental Regulatory Structure and Interface Protocol for the ICP Contractor incorporated as Section J, Attachment J-5. The protocol shall be structured to ensure that DOE and the Contractor have adequate knowledge of regulatory negotiations, discussions and agreements to protect their respective interests. Upon approval by the

Contracting Officer, the Contractor shall adhere to the terms and condition of the protocol.

(b) Purpose and Scope.

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

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

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

(d) 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.
- (b) Permit Applications. The Contractor shall maintain clear lines of authority and accountability regarding compliance with environmental requirements. At a minimum, the Contractor shall have a single point of accountability at the Site-area level (e.g., INTEC and RWMC) for all activities at those facilities. The Contractor may further delegate responsibility for individual buildings, permitted facilities, or similar discrete units provided there is adherence to the principle of single point of accountability. 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.
- (c) 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.

- (d) 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.

- (e) 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.

- (f) 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.57 PARTNERING

The Contractor and the Government will establish a non-binding, signed Partnering Agreement for the ICP at the INL 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. The Partnering Agreement will also include language regarding including Teaming Subcontractors in partnering discussions that involve Teaming Subcontractor scope. 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.58 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-3, 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.59 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.60 MENTOR-PROTÉGÉ PROGRAM

Both DOE and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, historically black colleges and universities and minority institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service-disabled veterans in enhancing its business abilities. During the Master IDIQ Contract ordering period (excluding the Transition Task Order), the Contractor shall mentor at least two (2) active Protégés (whether new or existing) through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégés will develop and submit “lessons learned” evaluations to DOE at the conclusion of the Master IDIQ Contract.

- (a) DOE Mentor-Protégé Agreements shall be in accordance with DEAR Subpart 919.70 entitled, The Department of Energy Mentor-Protégé Program.
- (b) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

H.61 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 of contract award, 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, *Affirmative Action 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.62 EMERGENCY RESPONSE

- (a) The DOE Manager of the ICP, in coordination with DOE Idaho Operations Office (DOE-ID) Manager, will coordinate with the Contractor and the INL contractor when an emergency situation may exist at the INL or FSV Sites and notify the appropriate emergency response organization. In the event of an emergency, the DOE Manager of the ICP and the DOE-ID Manager of the affected Site(s) 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 (INL and FSV) work under this contract.

H.63 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.64 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.65 REAL PROPERTY ASSET MANAGEMENT

- (a) The Contractor shall in accordance with DOE Order 430.1 *Real Property Asset Management*, 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 DOE, 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) Maintain Facilities Information Management System (FIMS) data and records for all lands, buildings, trailers, and other structures and facilities. FIMS data must be current and must be verified annually.

H.66 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.67 DOE-H-7003 CONTRACTOR ASSURANCE SYSTEM (SEP 2017)

- (a) The Contractor shall develop a contractor assurance system that is executed by the 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 process 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. Assure 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, of assurance related information.
 - (11) The initial contractor assurance system description shall be approved by the Contracting Officer.
- (b) The Government may revise its level and/or mix of oversight of this contract when the Contracting Officer determines that the assurance system is or is not operating effectively.

H.68 OFFICE OF ENVIRONMENTAL MANAGEMENT HEAD OF CONTRACTING ACTIVITY CONTRACTOR SERVICE CREDIT REQUIREMENTS

The Contracting Officer shall negotiate an advance understanding or modification using the following language to implement service credit guidance for Contractors to recognize accrued service of a critical skill new hire. Contractors may recognize a critical skilled employee's previous relevant experience at another DOE or NNSA facility, a parent organization/affiliate, non-parent organization, or private industry when the employee is hired for reasons other than contract transition. "Parent Organization" is defined as the organizations (or companies), including affiliates, that comprise the contractor entity under contract with DOE at an EM site.

Recognition of Service Credit for a Critical Skill New Hire Employee for Purposes Other than Contract Transition

1. The Contractor is authorized to recognize accrued service for a critical skill new hire employee. DOE will reimburse allowable, reasonable, and allocable costs associated with the recognition of the following service credit requirements, consistent with applicable law, and the terms of any applicable benefit plan(s) or collective-bargaining agreement(s).

A critically skilled employee is an employee whose recognized technical skills, knowledge, and experience in a specific field are critical to the operations or strategy of a contractor. Guidance regarding recognition of service credit for employees during contract transition can be found in the contract H clause entitled, *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*. Service credit regarding severance can be found in the H clause entitled, *DOE-H-2001 Employee Compensation: Pay and Benefits*.

a. Requirements:

- i. Credited service may only be used to establish eligibility for, or determine accrual of, paid time off (i.e., vacation, sick leave, other leaves of absence).
- ii. The Contractor shall determine that the skills and experience the employee possesses are essential and related to the duties of the new position. The amount of service credit granted to a contractor employee:
 - Must be based on experience relevant to the new position and commensurate with the employee's applicable years of service rather than overall employment service time.

- Must not exceed the approved Contractor's accrual rate applicable to the contract.
 - Cannot be made retroactively.
- iii. The transfer of a contractor employee's actual accrued leave and/or associated funds to an employing contractor is not permitted outside of a contract transition. The employee shall start with a zero-leave balance.
- iv. The Contractor shall make a good faith attempt to avoid the escalation of labor costs by minimizing recruitment amongst onsite contractors.
- v. The Contractor shall weigh the benefits to the contract of attracting and retaining the specific skilled employee against the incremental cost associated with the service-based benefit to be extended; such factors include: whether the specific employee possesses critical skills that are not otherwise available without extending the service-based benefits; and how the skills and experience of the individual are essential to the new position and are necessary to achieve the successful accomplishment of the project's mission or performance goal.
- vi. The Contractor is responsible and accountable for ensuring that costs incurred and claimed are allowable in accordance with the terms of the contract and affordable within respective operating budgets.
- vii. The Contractor shall obtain Contracting Officer concurrence in advance of a critical skilled employee being hired, if service credit is being recognized, and provide the employee's name, position/title, years of relative experience and amount of service credit granted and leave accrual amount being granted.
- viii. The Contractor shall provide to the Contracting Officer, when requested, a report listing the contractor employees who were hired to the contract to include the information identified in vii above.

Part II – Contract Clauses

Section I

Contract Clauses

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:

<https://www.acquisition.gov/?q=browsefar>

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

I.2 FAR 52.252-6 Authorized Deviations in Clauses (Apr 1984)

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

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.3	52.202-1	Definitions (Jun 2020)	
I.4	52.203-3	Gratuities (Apr 1984)	
I.5	52.203-5	Covenant Against Contingent Fees (May 2014)	
I.6	52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
I.7	52.203-7	Anti-Kickback Procedures (Jun 2020)	
I.8	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
I.9	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
I.10	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)	
I.11	52.203-13	Contractor Code of Business Ethics and Conduct (Jun 2020)	
I.12	52.203-14	Display of Hotline Poster(s) (Jun 2020)	(b)(3) DOE Office of Inspector General Hotline Poster
I.13	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)	
I.14	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
I.15	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	
I.16	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
I.17	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)	
I.18	52.204-13	System for Award Management Maintenance (Oct 2018)	
I.19	52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts (Oct 2016)	
I.20	52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)	
I.21	52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.22	52.204-21 Full Text Below	Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)	
I.23	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)	
I.24	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)	
I.25	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Or Proposed for Debarment (Jun 2020)	
I.26	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)	
I.27	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)	
I.28	52.210-1	Market Research (Jun 2020)	
I.29	52.215-2	Audit and Records—Negotiation (Jun 2020)	
I.30	52.215-8	Order of Precedence—Uniform Contract Format (Oct 1997)	
I.31	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)	
I.32	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications (Jun 2020)	
I.33	52.215-12	Subcontractor Certified Cost or Pricing Data (Jun 2020)	
I.34	52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (Jun 2020)	
I.35	52.215-14	Integrity of Unit Prices (Jun 2020) – Alt I (Oct 1997)	
I.36	52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
I.37	52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.	
I.38	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (Jul 2005)	
I.39	52.215-19	Notification of Ownership Changes (Oct 1997)	
I.40	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Jun 2020) – Alt III (Oct 1997)	(c) by electronic mail (email), as requested by the Contracting Officer.
I.41	52.215-23	Limitations on Pass-Through Charges (Jun 2020)	
I.42	52.216-7	Allowable Cost and Payment (Aug 2018), as modified by DEAR 952.216-7 (Applies to CR Task Orders only)	(a)(3) 30th (cost invoices) and 30th (fee invoices)
I.43	52.216-8	Fixed Fee (Jun 2011)	
I.44	52.216-10	Incentive Fee (Jun 2011)	(e)(1) 30, 30, 15, zero
I.45	52.216-11	Cost Contract-No Fee (Apr 1984) (Applies to CR Task Orders without fee only)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.46	52.216-18 Full Text Below	Ordering (Oct 1995)	(a) from effective date of contract award through the end of the total contract ordering period
I.47	52.216-19 Full Text Below	Order Limitations (Oct 1995)	(a) \$500,000 (b)(1) \$6.4B (b)(2) \$6.4B (b)(3) 365 (d) 5
I.48	52.216-22 Full Text Below	Indefinite Quantity (Oct 1995)	(d) five years beyond the expiration date of the contract ordering period
I.49	52.217-8	Option to Extend Services (Nov 1999)	any time prior to the expiration of the Task Order, as applicable
I.50	52.217-9 Full Text Below	Option to Extend the Term of the Contract (Mar 2000) (Applies to Task Orders with an option(s) only)	(a) TBD on Task Order level; TBD on Task Order level (c) TBD on Task Order level
I.51	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)	(c) Offeror is not a HubZone Small Business Concern, and therefore waives the evaluation preference
I.52	52.219-8	Utilization of Small Business Concerns (Oct 2018)	
I.53	52.219-9	Small Business Subcontracting Plan (June 2020) – Alt II (Nov 2016)	
I.54	52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	
I.55	52.219-28	Post-Award Small Business Program Re-representation (May 2020)	(g) [Contractor Fill-In]
I.56	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
I.57	52.222-2	Payment for Overtime Premiums (Jul 1990) (Applies to non-CPIF CR Task Orders only)	(a) zero
I.58	52.222-3	Convict Labor (Jun 2003)	
I.59	52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation (May 2018)	
I.60	52.222-6	Construction Wage Rate Requirements (Aug 2018) (Applies to construction work only)	
I.61	52.222-7	Withholding of Funds (May 2014) (Applies to construction work only)	
I.62	52.222-8	Payrolls and Basic Records (Aug 2018) (Applies to construction work only)	
I.63	52.222-9	Apprentices and Trainees (Jul 2005) (Applies to construction work only)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.64	52.222-10	Compliance with Copeland Act Requirements (Feb 1988) (Applies to construction work only)	
I.65	52.222-11	Subcontracts (Labor Standards) (May 2014) (Applies to construction work only)	
I.66	52.222-12	Contract Termination—Debarment (May 2014) (Applies to construction work only)	
I.67	52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014) (Applies to construction work only)	
I.68	52.222-14	Disputes Concerning Labor Standards (Feb 1988) (Applies to construction work only)	
I.69	52.222-15	Certification of Eligibility (May 2014) (Applies to construction work only)	
I.70	52.222-16	Approval of Wage Rates (May 2014) (Applies to construction work only)	
I.71	52.222-19	Child Labor – Cooperation with Authorities and Remedies (Jan 2020)	
I.72	52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (Jun 2020)	
I.73	52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
I.74	52.222-26	Equal Opportunity (Sep 2016)	
I.75	52.222-27	Affirmative Action Compliance Requirements for Construction (Apr 2015) (Applies to construction work only)	
I.76	52.222-30	Construction Wage Rate Requirements—Price Adjustment (None or Separately Specified Method) (Aug 2018) (Applies to construction work only)	
I.77	52.222-31	Construction Wage Rate Requirements – Price Adjustment (Percentage Method) (Aug 2018) (Applies to FFP Task Orders only) (Applies to construction work only)	(b)(1) TBD on Task Order level (b)(2) TBD on Task Order level
I.78	52.222-34	Project Labor Agreement (May 2010) (Applies to construction or D&D work only)	
I.79	52.222-35 Full Text Below	Equal Opportunity for Veterans (Jun 2020)	
I.80	52.222-36 Full Text Below	Equal Opportunity for Workers With Disabilities (Jun 2020)	
I.81	52.222-37	Employment Reports on Veterans (Jun 2020)	
I.82	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
I.83	52.222-41	Service Contract Labor Standards (Aug 2018)	
I.84	52.222-42 Full Text Below	Statement of Equivalent Rates for Federal Hires (May 2014)	See full text below
I.85	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts) (Aug 2018)	
I.86	52.222-44	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014)	
I.87	52.222-50	Combating Trafficking in Persons (Jan 2019)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.88	52.222-54	Employment Eligibility Verification (Oct 2015)	
I.89	52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015)	
I.90	52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2017)	
I.91	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)	
I.92	52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alt I (Jul 1995)	(b) NONE
I.93	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
I.94	52.223-6	Drug-Free Workplace (May 2001)	
I.95	52.223-9 Full Text Below	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)	(b)(2) the Contracting Officer
I.96	52.223-10	Waste Reduction Program (May 2011)	
I.97	52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024 Jun 2016)	
I.98	52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024 Jun 2016)	
I.99	52.223-13	Acquisition of EPEAT® – Registered Imaging Equipment (Jun 2014)	
I.100	52.223-14	Acquisition of EPEAT® – Registered Televisions (Jun 2014)	
I.101	52.223-15	Energy Efficiency in Energy-Consuming Products (May 2020)	
I.102	52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015)	
I.103	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (Aug 2018)	
I.104	52.223-18	Encouraging Contractors Policies to Ban Text Messaging While Driving (Jun 2020)	
I.105	52.223-19	Compliance with Environmental Management Systems (May 2011)	
I.106	52.223-20	Aerosols (Jun 2016)	
I.107	52.223-21	Foams (Jun 2016)	
I.108	52.224-1	Privacy Act Notification (Apr 1984)	
I.109	52.224-2	Privacy Act (Apr 1984)	
I.110	52.224-3	Privacy Act Training (Jan 2017)	
I.111	52.225-1	Buy American – Supplies (Oct 2022)	
I.112	52.225-8	Duty-Free Entry (Oct 2010)	
I.113	52.225-9 Full Text Below	Buy American – Construction Materials (Oct 2022)	(b)(2) None
I.114	52.225-11 Full Text Below	Buy American – Construction Materials Under Trade Agreements (DOE DEVIATION) (Feb 2008)	(b)(3) None
I.115	52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)	
I.116	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	
I.117	52.227-1	Authorization and Consent (Jun 2020)	
I.118	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)	
I.119	52.227-3	Patent Indemnity (Apr 1984)	
I.120	52.227-4	Patent Indemnity—Construction Contracts (Dec 2007)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.121	52.227-9	Refund of Royalties (Apr 1984)	
I.122	52.227-14	Rights in Data – General (May 2014) – Alt V (Dec 2007) (as modified by DEAR 927.409)	
I.123	52.227-16	Additional Data Requirements (Jun 1987)	
I.124	52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	Except for data contained on pages <u>ALL</u> , it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the “Rights in Data-General” clause contained in this contract) in and to the technical data contained in the proposal dated <u>JULY 28, 2020</u> , upon which this contract is based.
I.125	52.228-5	Insurance – Work On A Government Installation (Jan 1997) (Applies to FFP Task Orders only)	
I.126	52.229-3	Federal, State, and Local Taxes (Feb 2013)	
I.127	52.230-2	Cost Accounting Standards (Jun 2020) Class DEVIATION CAAC Letter 2018-03 – May 3, 2018 (Issued by DOE Policy Flash 2018-30)] (DEVIATION)	
I.128	52.230-6	Administration of Cost Accounting Standards (Jun 2010)	
I.129	52.232-1	Payments (Apr 1984)	
I.130	52.232-5	Payments under Fixed-Price Construction Contracts (May 2014)	
I.131	52.232-8	Discounts for Prompt Payment (Feb 2002)	
I.132	52.232-9	Limitation on Withholding of Payments (Apr 1984)	
I.133	52.232-11	Extras (Apr 1984)	
I.134	52.232-17	Interest (May 2014)	
I.135	52.232-18	Availability of Funds (Apr 1984)	
I.136	52.232-22	Limitation of Funds (Apr 1984)	
I.137	52.232-23	Assignment of Claims (May 2014)	
I.138	52.232-25	Prompt Payment (Jan 2017) – Alt I (Feb 2002) (Alternate I applies to CR Task Orders only)	
I.139	52.232-27	Prompt Payment for Construction Contracts (Jan 2017) (Applies to construction work only)	
I.140	52.232-33	Payment by Electronic Funds Transfer—System for Award Management (Oct 2018)	
I.141	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.142	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
I.143	52.233-1	Disputes (May 2014) – Alt I (Dec 1991)	
I.144	52.233-3	Protest after Award (Aug 1996) – Alt I (Jun 1985)	
I.145	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
I.146	52.236-1	Performance of Work by the Contractor (Apr 1984) (Applies to FFP construction work only)	TBD on Task Order level
I.147	52.236-2	Differing Site Conditions (Apr 1984) (Applies to FFP construction or D&D work only)	
I.148	52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984) (Applies to FFP construction or D&D work only)	
I.149	52.236-5	Material and Workmanship (Apr 1984) (Applies to construction work only)	
I.150	52.236-6	Superintendence by the Contractor (Apr 1984) (Applies to FFP construction or D&D work only)	
I.151	52.236-7	Permits and Responsibilities (Nov 1991) (Applies to construction or D&D work only)	
I.152	52.236-8	Other Contracts (Apr 1984) (Applies to FFP construction or D&D work only)	
I.153	52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984) (Applies to FFP construction or D&D work only)	
I.154	52.236-10	Operations and Storage Areas (Apr 1984) (Applies to FFP construction or D&D work only)	
I.155	52.236-11	Use and Possession Prior to Completion (Apr 1984) (Applies to FFP construction work only)	
I.156	52.236-12	Cleaning Up (Apr 1984) (Applies to FFP construction or D&D work only)	
I.157	52.236-13	Accident Prevention (Nov 1991) – Alt I (Nov 1991) (Applies to FFP construction or D&D work only)	
I.158	52.236-14	Availability and Use of Utility Services (Apr 1984) (Applies to FFP construction or D&D work only)	
I.159	52.236-15	Schedules for Construction Contracts (Apr 1984) (Applies to FFP construction work only)	
I.160	52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts (Apr 1984) (Applies to CR construction work only)	
I.161	52.236-19	Organization and Direction of the Work (Apr 1984) (Applies to CR construction work only)	
I.162	52.236-21	Specifications and Drawings for Construction (Feb 1997) - Alt I (Apr 1984) or Alt II (Apr 1984), as appropriate (Applies to FFP construction or D&D work only)	Alt II (g) “TBD” [to be completed by Contracting Officer prior to issuance of any applicable Task Orders]
I.163	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
I.164	52.237-3	Continuity of Services (Jan 1991)	
I.165	52.239-1	Privacy or Security Safeguards (Aug 1996)	
I.166	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.167	52.242-3	Penalties for Unallowable Costs (May 2014)	
I.168	52.242-4	Certification of Final Indirect Costs (Jan 1997)	
I.169	52.242-5	Payments to Small Business Subcontractors (Jan 2017)	
I.170	52.242-13	Bankruptcy (Jul 1995)	
I.171	52.243-1	Changes – Fixed Price (Aug 1987) – Alt II (Apr 1984)	
I.172	52.243-2	Changes – Cost-Reimbursement (Aug 1987) – Alt I (Apr 1984), Alt II (Apr 1984), Alt III (Apr 1984)	
I.173	52.243-4	Changes (Jun 2007)	
I.174	52.243-6	Change Order Accounting (Apr 1984)	
I.175	52.243-7	Notification of Changes (Jan 2017)	
I.176	52.244-2	Subcontracts (Jun 2020) – Alt I (Jun 2007)	(d) The DOE Contracting Officer will issue within 30 days from the effective date of the ICP Integration and Mission Continuity Task Order a letter to the Contractor setting thresholds for consent to subcontract for all subcontract types; (j) [Contracting Officer Fill-In at Award]
I.177	52.244-5	Competition in Subcontracting (Dec 1996)	
I.178	52.244-6	Subcontracts for Commercial Items (Jun 2020)	
I.179	52.245-1	Government Property (Jan 2017)	
I.180	52.245-9	Use and Charges (Apr 2012)	
I.181	52.246-25	Limitation of Liability—Services (Feb 1997)	
I.182	52.246-26	Reporting Nonconforming Items (Jun 2020)	
I.183	52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy Contract No. [Contracting Officer Fill-In at Award]; the Contract Administration Office specified in Section G
I.184	52.247-63	Preference for U.S.-Flag Air Carriers (June 2003)	
I.185	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)	
I.186	52.247-67 Full Text Below	Submission of Transportation Documents for Audit (Feb 2006)	
I.187	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	
I.188	52.249-2	Termination for the Convenience of the Government (Fixed-Price) (Apr 2012) (Applies to FFP Task Orders only)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.189	52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (Apr 2012) (Applies to FFP D&D Task Orders only)	
I.190	52.249-6	Termination (Cost-Reimbursement) (May 2004) – Alt I (Sep 1996) (Applies to CR Task Orders for construction only)	
I.191	52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984) (Applies to FFP Task Orders only)	
I.192	52.249-10	Default (Fixed-Price Construction) (Apr 1984) – Alt I (Apr 1984) (Alt I applies to FFP construction or D&D Task Orders only)	
I.193	52.249-14	Excusable Delays (Apr 1984) (Applies to CR Task Orders only)	
I.194	52.251-1	Government Supply Sources (Apr 2012)	
I.195	52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	
I.196	52.253-1	Computer Generated Forms (Jan 1991)	
I.197	952.202-1	Definitions (Feb 2011)	
I.198	952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	
I.199	952.204-2	Security Requirements (Aug 2016)	
I.200	952.204-70	Classification/Declassification (Sep 1997)	
I.201	952.204-75	Public Affairs (Dec 2000)	
I.202	952.204-77	Computer Security (Aug 2006)	
I.203	952.208-7	Tagging of Leased Vehicles (Apr 1984)	
I.204	952.208-70	Printing (Apr 1984)	
I.205	952.209-72	Organizational Conflicts of Interest (Aug 2009) – Alt I (Feb 2011)	(b)(1)(i) zero (0)
I.206	952.215-70	Key Personnel (Dec 2000)	
I.207	952.216-7	Allowable Cost and Payment (Feb 2011)	
I.208	952.217-70	Acquisition of Real Property (Mar 2011)	
I.209	952.223-72	Radiation Protection and Nuclear Criticality (Apr 1984)	
I.210	952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	
I.211	952.223-78	Sustainable Acquisition Program (Oct 2010) – Alt I (Oct 2010) (Alt I applies to Task Orders for construction only)	
I.212	952.225-70	Subcontracting for Nuclear Hot Cell Services (Mar 1993)	
I.213	952.225-71	Compliance with Export Control Laws and Regulations (Nov 2015)	
I.214	952.226-74	Displaced Employee Hiring Preference (Jun 1997)	
I.215	952.231-71	Insurance-Litigation and Claims (Jul 2013)	
I.216	952.242-70	Technical Direction (Dec 2000)	
I.217	952.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Dec 2012)	
I.218	952.247-70	Foreign Travel (Jun 2010)	
I.219	952.250-70	Nuclear Hazards Indemnity Agreement (Aug 2016)	
I.220	952.251-70	Contractor Employee Travel Discounts (Aug 2009)	
I.221	970.5204-1	Counterintelligence (Dec 2010)	
I.222	970.5204-3 Full Text Below	Access To and Ownership of Records (Oct 2014) (DEVIATION)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.223	970.5215-3	Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Aug 2009) – Alt II (Aug 2009)	
I.224	970.5217-1	Strategic Partnership Project Program (Non-DOE Funded Work) (Apr 2015)	
I.225	970.5223-1	Integration of Environment, Safety, and Health into Work Planning (Dec 2000)	
I.226	970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	
I.227	970.5227-1	Rights in Data – Facilities (Dec 2000)	[Contracting Officer Fill-In at Award]
I.228		Reserved	
I.229	52.204-27	Prohibition on a ByteDance Covered Application	

Acronyms:

CPIF = cost plus incentive fee

CR = cost reimbursement

D&D = decontamination and decommissioning

DEAR = U.S.Department of Energy Acquisition Regulation

DOE = U.S. Department of Energy

EPA = U.S. Environmental Protection Agency

FAR = Federal Acquisition Regulation

FFP = firm fixed price

HUBZone = Historically Underutilized Business Zone

PRB = post-retirement benefit

TBD = to be determined

This contract incorporates one or more clauses, by reference, as indicated in the matrix above.

Any clauses that are included in full text are listed below and include the same Section I identifier in parentheses as was used above.

(I.22) FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

(a) Definitions. As used in this clause–

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“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.

“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).

“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).

“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 sub-networks 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 items,

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.46) FAR 52.216-18 Ordering (Oct 1995)

- (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 the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(I.47) 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 \$500,000.00 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 \$6.4B;
 - (2) Any order for a combination of items in excess of \$6.4B; 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.48) 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 five years beyond the expiration date of the contract ordering period.

(I.50) 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 (months) (years).

(I.79) 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 to identify properly the parties and their undertakings.

(I.80) 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.84) FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

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

This Statement is for Information Only: It is not a Wage Determination (Please refer to Section J, Attachment J-6 for Wage Determinations applicable to this Contract)

Table I-2. Classes of Service, Wage, and Fringe Benefits

Classifications	Grade	Equivalent Pay
Carpenter	9	24.71
Computer Operator	5/7/9	16.73/20.72/25.35
Computer Programmer	7/9/11	20.72/25.35/30.67
Electrician	10	26.34
Engineering Technician	5	16.73
Environmental Technician	5	16.73
Forklift Operator	5	18.51
Guard	5/7/9	16.73/20.72/25.35
Heavy Equipment Operator	10	26.34
HVAC	10	26.34
Instrument Mechanic	8/10/11	23.26/26.34/27.81
Janitor – Light/Heavy	1 / 2	11.62/13.39
Laborer	3	15.26
Machinist	10	26.34
Motor Vehicle Operator	5	18.51
Painter – Rough/Finish	7/9	21.82/24.71
Pipefitter	10	26.34
Receiving Clerk	6	20.19
Secretary (Office Assistant)	8/9/10	22.95/25.35/27.92
Technical Instructor	4/5	14.95/16.73
Technical Writer	9/11/13	25.35/30.67/43.71
Truck Driver – Medium/Heavy	6/7	20.19/21.82
Warehouse Specialist	5	18.51
Water Treatment Operator	10	26.34
Welder	7/8/9	21.82/23.26/24.71

The fringe benefit rate is \$4.54/hour which is in addition to the above hourly rates.

(I.95) FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008)

(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.

(I.113) FAR 52.225-9 Buy American – Construction Materials (Oct 2022)

(a) Definitions. As used in this clause:

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

(1) Means any item of supply (including construction material) that is:

- (i) A commercial item (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

“Cost of components” means:

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

“Critical component” means: a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

“Critical item” means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

“Domestic construction material” means:

- (1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-
 - (i) An unmanufactured construction material mined or produced in the United States; or
 - (ii) A construction material manufactured in the United States, if -
 - A. The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
 - B. The construction material is a COTS item; or
- (2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

“Fastener” means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

“Foreign iron and steel” means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

“Steel” means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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

(b) Domestic preference.

- (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None

- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—
 - (i) The cost of domestic construction material would be unreasonable.
 - A. For domestic construction material that is not a critical item or does not contain critical components.
 - (1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;
 - (2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.

- (3) The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.
- B. For domestic construction material that is a critical item or contains critical components.
 - (1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.
 - (2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.
 - (3) The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.
- (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American statute.
 - (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including:
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
 - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

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

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

[Include other applicable supporting information.]

(End of clause)

(I.114) FAR 52.225-11 Buy American-Construction Materials Under Trade Agreements (DOE DEVIATION) (Feb 2008))

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

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

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life

safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means-

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

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);
- (2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore); or
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

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

“Domestic construction material” means-

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

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

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

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

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

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

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

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

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

(b) Construction materials.

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.
- (2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
- (3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

None

- (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-
 - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
 - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

- (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-
- (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

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

[Include other applicable supporting information.]

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

(I.186) FAR 52.247-67 Submission of Transportation Documents for Audit (Feb 2006)

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid:
 - (1) By the Contractor under a cost-reimbursement contract; and
 - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to:

[Contracting Officer identified in Section G]

(I.224) DEAR 970.5204-3 Access To and Ownership of Records (Oct 2014) (DEVIATION)

- (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 Code of Federal Regulations (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 non-employee 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 Code of Federal Regulations (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.

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Attachment J-2

List of Deliverables

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The following Contract Deliverables list summarize the specific products the Contractor shall submit to the U.S. Department of Energy (DOE), and the date/timeframe the Contractor is required to submit the product over the life of the contract, inclusive of all task orders, and the type of action DOE will perform.

The DOE review period for Contract Deliverables shall be 30 days unless otherwise specified in the Deliverables or other agreement, such as the Partnering Agreement. Omission of applicable deliverables from this Section J Attachment entitled, *List of Contract Deliverables*, does not affect the obligation of the Contractor to submit required deliverables pursuant to this section or other sections of this Contract.

The DOE action is defined as:

- **Approve** – The Contractor shall provide the deliverable to DOE for review and approval. DOE will review the deliverable and provide comments in writing. DOE will discuss the comments with the Contractor, and the Contractor shall provide written responses. The Contractor shall rewrite the document to incorporate DOE mandatory comments and resubmit for DOE approval. Once approved by DOE, the deliverable shall be placed under change control, and no changes shall be made without DOE approval.
- **Review** – The Contractor shall provide the deliverable to DOE for review and comment. DOE will have the option to review the information and provide comment. The Contractor shall respond to written comments.
- **Information** – The Contractor shall provide the deliverable for information purposes only. DOE will have the option of reviewing the information and providing comments. Such comments do not require resolution under the Contract.

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
T-1	Graded Approach for Implementation of Contract Requirements Plan	C.1.1	Prior to the end of contract transition	Approve	
T-2	Transition Plan	C.2.1	Within 14 calendar days after the effective date of the transition task order	Approve	
T-3	Written Notification of Adoption of the Incumbents Programs and Procedures	C.2.1	Prior to the end of contract transition	Information	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
T-4	Interface Agreements with <ul style="list-style-type: none"> • INL contractor • Ft. St. Vrain Physical Security contractor • Navy Contractor 	C.2.1 C.7.2.01.01 C.7.2.01.02 C.9.1.01.01 C.9.2.02	- Within 7 calendar days after agreement established - Any agreement that requires DOE review and/or approval shall be submitted at least 30 days prior to the end of contract transition.	Approve	
T-5	Interface Agreement for INL Mandatory and Options Site Services	C.2.1	At least 30 days prior to end of transition task order	Review	DOE will review prior to providing concurrence on the interface agreement
T-6	Weekly status reports of transition activities	C.2.1	Weekly during contract transition	Information	
T-7	Certified Permit Modification Requests per Exhibit C-1	C.2.1; J Attachment J-8; H.56 (a)	At least 30 days prior to end of transition task order	Approve	
T-8	Task Order Proposal for Implementation Period	H.51 Task Ordering Procedure	14 days after Request for Task Order Proposal (RTP), or as directed by the CO	Approve	
T-9	RESERVED				
T-10	Task Order Proposal for Integration and Mission Continuity	H.51 Task Ordering Procedure	30 days after Request for Task Order Proposal (RTP), or as directed by the CO	Approve	
T-11	Worker Safety and Health Plan (WSHP)	C.9.3.05 H.36(a) 10 CFR 851	At least 30 days prior to end of transition task order	Approve	The WSHP must be approved by DOE by the end of contract transition date.
T-12	Emergency Management Program	C.9.3.10	At least 30 days prior to end of transition task order	Approve	The Emergency Management Plan must be approved by DOE by the end of contract transition date.
T-13	Continuity of Operations Plan (COOP)	C.2.1 C.9.3.10 DOE O 150.1	At least 30 days prior to end of transition	Approve	The Continuity of Operations Plan must be approved by DOE by the end of contract transition date.

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
T-14	Quality Assurance Program (QAP)	C.9.3.12 10 CFR 830 DOE O 414.1; and 10 CFR 72, Subpart G	30 days after the effective date of the transition task order, and review and update QAP annually	Approve	The QAP must be approved by DOE by the end of contract transition date.
T-15	Radiation Protection Program (RPP)	C.9.3.13 10 CFR 835	30 days prior to the end of contract transition	Approve	This deliverable is only required if the existing RPP is not adopted
T-16	Unreviewed Safety Question (USQ) Process	C.9.3.14 10 CFR 830	When a change is proposed	Approve	
T-17	Criticality Safety Program (CSP)	C.9.3.15 DOE O 420.1	Prior to end of transition	Approve	
T-18	Contractor Employee Compensation Plan	H.5(a)	By close of transition	Approve	
T-19	List of Subcontractors that will flow down the requirement for continuation of benefits to eligible employees.	H.5(c)(1)	30 days prior to end of transition, and with each subsequent task order	Information	
T-20	Proposed allowable base salaries for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. Also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO	H.6(b)	Within 20 days after the effective date of the transition task order	Information	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
T-21	Workforce Transition (a) List of contractor personnel who will be responsible for transitioning the employees of the incumbent contractor; (b) Description of transition agreements with incumbent contractors; (c) Communications Plan; (d) Provide description of the process for regularly obtaining updated information from the incumbent contractor.	H.7(A)(1)	Within 10 days after the effective date of the transition task order	Approve	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
T-22	<p>Workforce Transition</p> <p>(a) Copies of the draft WF Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Clauses H.4 and H.9, as applicable,</p> <p>(b) Final written communication plan in accordance with H.7(A)(2)(i) and (ii).</p>	H.7(A)(2)	Within 15 days after the effective date of the transition task order	<p>(a) Review</p> <p>(b) Approve</p>	
T-23	Final WF Transition Plan	H.7(A)(3)	Within 30 days after the effective date of the transition task order	Approve	
T-24	Final transition agreements	H.7(A)(4), H.7(B)(1)(G)	Within 60 days after the effective date of the transition task order	Information	
T-25	Reports on implementation of the hiring preferences	H.7(A)(5)	<p>(A) During the 90-day Contract Transition Period such reports shall be provided to the CO on a weekly basis; or</p> <p>(B) Less frequently, if requested by the CO.</p>	Information	
T-26	Final Benefits Transition Plan	H.7(B)	Within 30 days after the effective date of the transition task order	Approve	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
T-27	Draft Benefits Transition Plan, describing in detail the Contractor's plans and procedures as to how the Contractor will comply with Clause H.5, Employee Compensation: Pay and Benefits, and Section H.7, Paragraph (B).	H.7(B)	Within 20 days after the effective date of the transition task order	Review	
T-28	(i) List of contractor personnel responsible for transitioning pension and other benefits; (ii) information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsoring existing benefits plans and the establishment of any new benefits plans (iii) Estimated costs and detailed breakouts of the costs to accomplish workforce and benefits transition activities (including costs for enrolled actuaries and counsel)	H.7(B)(1)(A)	(i)-(iii) Within 10 days after the effective date of the transition task order	Information	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
T-29	List of the information and documents that the Contractor has requested from the incumbent contractors, pertaining to the existing benefit plans.	H.7(B)(1)(B)	(i) Within 15 days after the effective date of the transition task order	Information	
T-30	Detailed description of its plans, processes, timeframes and specific projected dates for all activities to comply with the Clause H.5 and H.6. Identify relevant Contractor personnel or other personnel who will administer or assist in administering the benefit plans for the ICP segment of the INL Employee Retirement Plan, including the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor.	H.7(B)(1)(C)(ii) - (iii)	Within 20 days after the effective date of the transition task order	Information	
T-31	Minutes of meeting to discuss execution of transition agreements with the incumbent contractor and other applicable entities.	H.7(B)(1)(C)(iv)	Two days after the meeting	Information	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
T-32	Final Benefits Transition Plan (continued).	H.7(B)(1)(D)	Within 30 days after the effective date of the transition task order	Approve	As part of the final Benefits Transition Plan, a written description of how the existing pension and other benefit plans will be amended or restated on or before the last day of the Transition Period
T-33	Draft amendments or restatements of the pension and other benefit plans presently sponsored by the incumbent contractors. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by the Incumbent Contractor(s).	H.7(B)(1)(E)(i)	Within 30 days after the effective date of the transition task order	Information	
T-34	Drafts of any new benefit plan(s) as well as draft Summary Plan Documents (SPD) that the Contractor proposes to sponsor.	H.7(B)(1)(E)(ii)	Within 45 days after the effective date of the transition task order	Information	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
T-35	Draft copies of the transition agreements entered into with Fluor Idaho and Spectra Tech, to ensure compliance with Clause H.5, <i>Employee Compensation: Pay and Benefits.</i>	H.7(B)(1)(E)(iii)	Within 45 days after the effective date of the transition task order	Information	
T-36	Final versions of listed documents.	H.7(B)(1)(F)	No later than 45 days after the effective date of the transition task order and prior to the adoption	Approve	
T-37	Copies of all insurance policies (including Worker's Compensation Insurance)	H.12(a), H.13(a)(5), H.13(a)(7)	- No later than 30 days after purchase date - Prior to commencement of work at the end of transition.	Approve	Contractor shall have coverage in accordance with Section H. 12 (a), by the end of transition for at least a one-year period. Contract also requires continuous coverage throughout the performance period.
T-38	Contractor shall submit to the Contracting Officer for approval any proposed modifications to the current Environmental Regulatory Structure and Interface Protocol for the ICP Core Contractor incorporated as Exhibit C-6 to the PWS	H.56 (a)	Within 60 days after the effective date of the transition task order	Approve	
T-39	Litigation Management Plan	Section H.61(a); 10 CFR 719	Within 60 days of contract award	Approve	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
T-40	Affirmative Action Plan for Females & Minorities	Section I.49 FAR 52.222-26 Section I.55 FAR 52.222-36	Within 30 days of the effective date of the transition task order and updated annually by September 30	Approve	
T-41	Affirmative Action Plan for Veterans	Section I.50 FAR 52.222-35	Within 30 days of the effective date of the transition task order and updated annually by September 30	Approve	
T-42	Workplace Substance Abuse Program	FAR 52.223-6 DOE O 350.1 10 CFR 707 H.50 49 CFR 40	Within 30 days of the effective date of the transition task order and updated annually	Approve	
T-43	Employee Assistance Program Implementation Plan	DOE 350.1	Within 60 days of the effective date of the transition task order	Approve	
T-44	Employee Concerns Program as required by DOE Order 442.1B	DOE Order 442.1B	30 days prior to end of contract transition	Approve	Includes any revisions to the Employee Concerns Program implementing documentation (excludes administrative changes)
T-45	Conduct of Operations Matrix	DOE O 422.1 Chg.3	Within 60 days of the effective date of the transition task order	Approve	
T-46	Copy of Code of Business Ethics and Conduct	I.11 FAR 52.203-13	Within 30 days of the effective date of the transition task order	Review	
T-47	Organizational Conflict of Interest (OCI) Management Plan (Plan)	H.29	Within 15 calendar days after the effective date of the transition task order	Approve	
T-48	Risk Management Plan	C.9.2.01.05	Within 30 days of the effective date of the transition task order	Approve	
T-49	Adopt and be in compliance with the INL Site Security Plan	C.9.2.02.01	By the end of contract transition	Review	
T-50	Safety Basis Documents	10 CFR 830 DOE O 420.1	Within 30 days of the effective date of the transition task order		

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
T-51	ISMS program description document, including safety performance, objectives, measures, and commitments (SPOMC)	DEAR 970.5223-1	Within 60 days after the effective date of the transition task order. Reoccurring deliverable should follow Deliverable #94.	Approve	Assumes adoption of existing ISMSDD at end of contract transition.
T-52	Contractor Assurance System Description (CAS D)	DOE O 226.1	Within 60 days after the effective date of the transition task order and updated annually	Approve	Assumes adoption of existing CAS D at end of contract transition.
T-53	Declaration of Readiness to Execute Contract	C.2.1	10 days prior to end of Transition Task Order	Approve	
T-a	Estimating System	H.16(d)(2)	No later than 60 days after the effective date of the Transition Task Order	Review	
T-b	Accounting System	H.18(b)	No later than 60 days after the effective date of the Transition Task Order	Review	
T-c	Purchasing System	H.19(b)	No later than 60 days after the effective date of the Transition Task Order	Review	
T-d	10-year End State Strategic Task Order Plan	C.2.1	No later than 45 days after the effective date of the Transition Task Order	Review	
T-e	COVID-19 Workforce Safety Plan	C.2.1	No later than 14 calendar days after the start of transition	Information	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
54	Subsurface Disposal Area (SDA) cap Construction related regulatory documents (e.g., Remedial Action Work Plan)	C.4.2	As required	Approve	These documents are identified as stated in Section C.4.2 (e.g., in Remedial Design Report, Section 6) and may not be a complete list.
55	Subsurface Disposal Area (SDA) cap Construction related regulatory documents necessary to obtain approval of CD-1, 2-, 3, and 4 (e.g., Hazard Analysis Report)	C.4.2	As required	Approve	These documents are identified as stated in Section C.4.2 (e.g., in Remedial Design Report, Section 6) and may not be a complete list.
56	Comprehensive Remedial Action Report for Operable Unit 7-13/14	C.4.2	December 31, 2028	Approve	
57	SDA well decommissioning plan	C.4.2	As required	Approve	
58	Rebound Study Report	C.4.2.01	March 31, 2024	Approve	
59	Long Term Monitoring plan	C.4.2.02	As required	Approve	
60	Document SDA well decommissioning in annual INL Water Use report and Comprehensive Well Inventory	C.4.2	As required	Approve	
61	Renewed US Army Corps of Engineers determination that spreading areas are not waters of the US	C.4.2	No later than June 13, 2022	Information	
62	Monthly report required by FFA/CO Section 17.1	FFA/CO Section 17.1	By the 15 th day of each month	Information	
63	DOE Order 435.1, ICDF DOE Order 435.1 annual report	C.4.3	April 30, 2022, and every April 30 thereafter	Information	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
64	2025 CERCLA 5-year review document	C.4.4.04	June 15, 2025	Approve	
65	The Contractor shall prepare a plug-in remedy memorandum and Explanation of Significant Differences for CERCLA Plug-in remedies	C.4.4.04	As required	Approve	
66	New Site Part As	C.4.4.04	30 days after discovery of a new site	Informational	
67	New Site Part Bs	C.4.4.04	30 days after discovery of a new site	Informational	
68	Buried Waste Exhumation Phase I Interim Remedial Action Report	C.5.2	December 31, 2023	Approve	
69	RCRA closure plan(s) for remaining RWMC RCRA facilities	C.5.1.01; C.5.6	As required	Approve	
70	Transportation Safety Document	C.5.1.04	A minimum of 30 days prior to the first inter-site transfer	Approve	
71	Professional Engineer's Certification to the state of Idaho in accordance with the final approved RCRA Closure Plan	C.6.3	In accordance with the final approved RCRA Closure Plan	Approve	
72	Final Version of DOE/ID-11460 HWMA/RCRA Closure Plan	C.6.3	As required	Approve	
73	Final Version of DOE/ID-11477 HWMA/RCRA Closure Plan	C.6.3	As required	Approve	
74	Final Incident Reports related to Any security incident	C.7.2.01.01	As required	Information	
75	Hardware and software lifecycle replacement/upgrade plan	C.9.1.01	Within 90 days after the end of contract transition, and updated June 30, 2023, and every June 30 thereafter	Review	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
76	Cyber Security Program	C.9.1.01	Within 90 days after the end of contract transition, and updated June 30, 2023, and every June 30 thereafter	Review	
77	Cyber Incident Report	C.9.1.01	Monthly, by the 15th	Review	
78	Records Management Plan Inventory and File Plan, and Electronic Information Systems	C.9.1.02	Within 90 days after the end of contract transition	Approve	
79	Electronic Information Systems list.	C.9.1.02.06	Annually	Information	
80	Monthly EEOICPA financial statements	C.9.1.02.12	Monthly	Information	
81	Earned Value Management System Description	C.9.2.01.01 H.17	As required	Approve	
82	Project Management Plan (PMP)	C.9.2.01.01 H.17 DOE O 413.3	Within 90 days after the end of contract transition	Approve	
83	Performance Measurement Baseline	C.9.2.01.01 H.17	As required and submitted with each Task Order proposal	Approve	
84	Fiscal Year Work Plan (FYWP)	C.9.2.01.01	Annually by September 30 or as requested	Review	
85	Monthly Performance Report	C.9.2.01.02	15 th of each month	Information	
86	Integrated Master Plan	C.9.2.01.04 H.17	As required and updated as changes occur	Approve	
87	Risk Management Plan	C.9.2.01.05 DOE O 413.3	Annual update by September 30; if there are no significant changes from the previous year, submittal of the entire plan is not required, however, an updated risk register shall still be submitted.	Approve	
88	Contractor Personal Property Management System	C.9.2.03 FAR 52.245-1	Within 90 days after the end of contract transition	Approve	
89	Nuclear Maintenance Management Program (NMMP) description documents	C.9.2.04; DOE O 433.1	Within 60 days after the effective date of the transition task order And at least every 3 years or as directed by DOE.	Approve (Minor changes or correction do not require new DOE approval)	
90	Phase-out Transition Plan	C.9.2.05.01	At least 60 days prior to end of contract period	Approve	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
91	Closeout Plan	C.9.2.05.02	Within 60 days prior to the end of contract period	Approve	
92	Permits and Compliance Documents	C.9.3.03 H.56	TBD (as required) Note that permit applications shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. Final regulatory documents shall be provided 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. (The 30-day time frame can be modified on a case-by-case basis with prior agreement between DOE and the Contractor). Contractor will maintain a system for tracking the due dates and delivery of permits and other environmental related compliance documents.	Approve	
93	Certified data for regulatory reporting	C.9.3.04 DOE O 436.1	As required by regulatory document(s). Contractor will maintain a system for tracking the due dates and delivery of certified data for regulatory reporting.	Review	
94	The proposed Safety Performance, Objectives, Measures, and Commitments (SPOMC)	C.9.3.07; 48 CFR 970.5223-1	Within one month prior to the end of each Government fiscal year	Approve	May be waived for first year if less than 6 months of performance
95	(a) Contractor Assurance System and ISMS Effectiveness Declarations (b) CAS and ISMS program description updates	48 CFR 970.5223-1 DOE O 226.1	(a) Within two months following the end of each Government fiscal year (b) Updates are required for non-editorial changes prior to implementation	(a) Review (b) Approve	(a) None (b) Editorial changes, that do not reduce or change commitments, do not require approval.

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
96	Revision to the Radiation Protection Program	C.9.3.13 10 CFR 835	Within 180 days after the end of contract transition if the existing RPP is adopted during contract transition.	Approve	
97	Any changes to the established Unreviewed Safety Question (USQ) Process	C.9.3.14 10 CFR 830	When a change is proposed	Approve	
98	Any changes to the Criticality Safety Program plans	C.9.3.15 DOE O 420.1	When a change is proposed	Approve	
99	Environmental Sustainability Plan	DOE O 436.1	Annually	Information	
100	Submission of vouchers	G.5 G.6 FAR 52.216-7	Not more frequently than Bi-weekly (Twice per month)	Approve	
101	(1) An Annual Contractor Salary-Wage Increase Expenditure Report (2) A list of the five most highly compensated executives. An Annual Report of Contractor Expenditures for Employees Supplemental Compensation (3) Annual Report of Compensation and Benefits	H.5(d)	(1) Annually, no later than March 1 of each year (2) At the time of contract award and at the time of any subsequent change to their total cash compensation (3) No later than March 1 of each year in iBenefits Notice to DOE when filed.	Information	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
102	(A) Any proposed major compensation program design changes prior to implementation. (D) An Annual Compensation Increase Plan (CIP). (F) Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel not included in the CIP.	H.5(e)(3)(i)	(A) prior to implementation (D) Annually, no later than March 1 of each year (F) initial contract award and when key personnel are replaced during the life of the contract	Approve	
103	Employee Benefits Value (Ben-Val) Study	H.5(g)(3)(i)	Every two years for each benefit tier	Approve	
104	Corrective Action Plan if net Benefit Value exceeds comparator group by 5%	H.5(g)(3)(ii)(A)	As required by CO following results of biennial Ben-Val Study	Approve	
105	Employee Benefits Cost Study Comparison	H.5(g)(3)(ii)	Updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan Annually, the earlier of April 30th or within 15 days of receipt of draft Cost Study	Approve	
106	Cost Analysis and Corrective Action Plan if average total benefit per capita or total benefit costs as a percent of payroll exceed comparator group by 12% or more.	H.5(g)(3)(ii)(B)	When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent or if directed by the CO	Approve	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
107	ERISA section 103 audit results. In years in which a limited scope audit is conducted, the contractor must provide the contracting officer with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104.	H.5(i)(2)	Annually Provide input to INL contractor by the due date specified by the INL Contractor. Notice of input will be provided to DOE.	Information	
108	The Pension Management Plan (PMP)	H.5(i)(6)	Annually no later than January 31 of each applicable year Provide input to INL contractor by the due date specified by the INL Contractor. Notice of input will be provided to DOE.	Information	
109	Reporting Requirements 1) Pension Plan Actuarial Valuation Reports 2) Forms 5500 3) Forms 5300	H.5(k)	As soon as possible after the last day of the plan year by the contractor responsible for each designated pension plan funded by DOE but no later than the dates specified below: (1) by the due date for filing IRS Form 5500 (2) no later than that submitted to the IRS (3) no later than that submitted to the IRS Provide input to INL contractor by the due date specified by the INL Contractor. Notice of input will be provided to DOE.	Information	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
110	Proposed changes to pension plans and pension plan funding	H.5(l)(1)	At least sixty (60) days prior to the adoption of any changes to a pension plan Provide input to INL contractor by the due date specified by the INL Contractor. Notice of input will be provided to DOE.	Approve	
111	New benefit plans and changes to plan design or funding methodology.	H.5(l)(2)	At least sixty (60) days prior to the adoption of any changes to a pension plan	Approve	
112	Responses to any comments regarding the Contractor Employee Compensation Plan provided by the Contracting Officer under any of the above paragraphs	H.7(B)(1)(H)	Within two days of receipt of the comments	Information	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
113	(i) Documents relating to benefit plans offered to Contractor Employees, including but not limited to SPDs, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract; (ii) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Clause H.5, (iii) timely data responses to Departmental annual and ad hoc pension and Post Retirement Benefit (PRB) data requests	H.7(B)(2)(A)	i-iii Promptly upon the request of the Contracting Officer	Information	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
114	Economic Bargaining Parameters prior to Collective Bargaining	H.9(c)	Prior to agreeing to any collective bargaining proposal	Approve	
115	<p>(h) A copy of all arbitration decisions issued by an arbitrator</p> <p>(i) 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</p> <p>(j) A semi-annual report on grievances for which further judicial or administrative proceedings are anticipated, and all final step grievances.</p>	H.9	<p>(h) within one week of receipt of the decision.</p> <p>(i) During next open quarter</p> <p>(j) immediately on all arbitration requests. The reports are due June 30 and December 31, of each year</p>	Information	
116	Business case for a Self-Select Voluntary Separation Program	H.10(b)(4)	5 business days in advance of notification date	Information	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
117	Workforce Restructuring Plan (Specific Plan)	H.10(d) H.10(e)	When the Contractor determines that a reduction in work force is necessary (greater than 100 employees) Must be submitted to the CO at least 60 days in advance of the first communication given to the employees and public. Any other Specific Plans (Fewer than 100 employees) must be submitted to the CO 5 days in advance of the first communication to given to the employees and public.	Approve.	Approval is required if the contractor plans to reduce the workforce by 100 or more employee through an involuntary separation action within a rolling 12-month period
118	Office of Management and Budget (OMB) Control Number: 1910-5165, <i>Semi-Annual Davis-Bacon Enforcement Report</i>	H.11(e)	By April 21 and October 21 of each year.	Information	Form submittal will be administered through the DOE iBenefits system or its successor system.
119	All new Worker's Compensation policies and all initial proposals for self-insurance	H.12(a)	Prior to implementation	Approve	
120	Workers' compensation settlement claims <u>above the established threshold.</u>	H.12(c)	Upon receipt of claim	Approve	
121	Annual experience reports for each type of insurance	H.13(b)(1)	Beginning April 15, 2023, and annually by April 15 thereafter	Information	
122	Annual report of insurance costs and/or self-insurance charges	H.13(b)(2)	Annually	Information	
123	Additional claim financial experience data	H.13(b)(3)	As required	Information	Case-by-case basis

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
124	Overtime Control Reporting	H.14	Six (6) months after Task Order execution start and annually thereafter no later than November 30 of each year.	Information	
125	Business Systems	H.15 H.16 H.17 H.18 H.19 H.20	As required and as reviews or audits are completed	Approve	Includes corrective action plans and audits
126	Performance Guarantee Agreement	H.22	Upon entering into proceedings related to bankruptcy	Information	
127	The Responsible Corporate Official shall submit to the Contracting Officer a quarterly report using appropriate corporate metrics for DOE review	H.23	Quarterly By fiscal period	Review	
128	Notify the CO annually if the Privacy Act Systems List is up to date	H.24	Annually by September 30th	Information	
129	Community commitment plan	H.31	Annually for plan and semi-annually for progress report	Information	
130	Reserved Diversity plan	H.32	Within 60 calendar days after the effective date of the Integration and Mission Continuity Task Order	Approve	
131	Reserved Annual diversity report	H.32(e)	Annually Beginning March 31, 2023, and by March 31 annually thereafter	Information	
132	Reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.	H.34(e)	Upon request from the CO	Information	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
133	A copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities	H.36(c)	Upon request of the CO or COR	Information	
134	Reports itemizing the confidential or proprietary information the Contractor receives under this contract and identify the source (company, companies or other organizations) of the information.	H.40(e)	Upon request of the CO	Information	
135	Written notice to the COR when Contractor no longer requires access to the Government Information Technology Systems.	H.41(b)	Immediately upon access no longer being required	Information	
136	Changes to key personnel.	H.44(a)(1)	At least 60 days in advance of any changes to key personnel	Approve	
137	Notify Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list of Directives Section J, Attachment J-3, Requirements Sources and Implementing Documents.	H.45(b)	Within 30 days after receipt of the Contracting Officer's notice	Information	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
138	Regarding workplace substance abuse programs for subcontracts – notify the CO of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707	H.50(c)(1) 10 CFR 707 and 49 CFR 40	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	Information	Unless the CO agrees to a different date
139	Subcontracted Work Performance Report	B.8 Small Business Subcontracting Fee Reduction; H.52 Subcontracted Work	Annually by October 31	Information	Contractor to report performance against the (1) progress toward meeting the cumulative small business performance percentage in accordance with the Section H Clause entitled, <i>Subcontracted Work</i> ; (2) progress toward meeting the cumulative small business subcontracting goals for the Master IDIQ Contract; and (3) progress toward meeting the required number of active Mentor-Protégé Agreements. Also include Task Order number; name(s) of subcontractor(s); purpose of subcontract(s); and meaningful work performed under subcontract(s).
140	Provide EEOICPA reports	H.55(b)	As directed by CO	Information	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
141	Return all EEOICPA claims to DOE in the Federal Compensation Program Act (FCPA) electronic reporting system.	H.55(g)	Within 45 calendar days of the date entered in the Federal Compensation Program Act (FCPA)	Information	
142	The Contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory agencies.	H.56(d)	Upon issuance	Information	
143	Mentor Protégé Lessons Learned Evaluations	H.60; DEAR Subpart 919.70	At the end of the Mentor Protégé contract At the conclusion of the Master IDIQ Contract	Information	
144	All real estate actions to acquire, utilize, and dispose of real property assets.	H.65b) (1)	Prior to real estate action	Approve	
145	Maintenance Management Program	H.65 C.9.2.04 DOE O 433.1 DOE O 430.1	Annually	Review	
146	Occurrence Reporting Processing System (ORPS) Reports	DOE O 232.2	As required	Information	
147	Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (I) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov	Section I clause FAR 52.219-9 Small Business Subcontracting Plan (Aug 2018) – Alt II (Nov 2016)	Semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the CO.	Approve	One ISR shall be submitted for the master IDIQ contract, incorporating all awarded Task Orders.

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
148	Equal Employment Report (EEO-1)	I.75 FAR 52.222-26	Annually by September 30	Information	
149	Federal Contractor Veterans' Employment Report (VETS-100A Report)	I.82 FAR 52.222-37	Annually by September 30	Information	
150	Annual Reports on the Product Types and Dollar Value of Any USDA-Designated Biobased Products Purchased by the Contractor During the Previous Fiscal Year	I.92 FAR 52.223-2	Annually by October 31 Information to be provided to INL Contractor with notice to DOE	Information	
151	RESERVED				
152	Reports of loss, damage, destruction or theft of property	I.180 FAR 52.245-1 (f)(1) (vi)	As soon as facts become known	Approve	
153	Reports of results for periodic physical inventories of property	I.180 FAR 52.245-1(f)(1)(iv)	NLT January 15 Annually	Information	
154	Input automated data into the Property Inventory Database System (PIDS)	I.180 FAR 52.245-1(f)(1)(iv)	NLT November 30 Annually	Approve	
155	GSA report of DOE property furnished to non-federal activities	41 CFR 102-36.295	NLT October 31 Annually	Approve	
156	GSA report of DOE property sales and exchange transactions	41 CFR 102-39.75	NLT October 31 Annually	Approve	
157	Plans and procedures for property management business system	I.180 FAR 52.245-1 (f)AL-2013-11 Revised	60 days following effective date of transition task order	Approve	
158	Final property inventory for physically completed or terminated contracts	I.180 FAR 52.245-1 (f)(1)(iv)	60 days prior to contract completion or upon notice of termination	Approve	
159	Fleet reports for assigned motor vehicles (FAST)	41CFR 102-34.345	NLT December 15 Annually	Approve	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
160	Special reports for assigned motor vehicles	41 CFR 109-38.9	As required	Approve	
161	Emergency Management Program	C.9.3.10 DOE O 151.1	Updates as required	Approve	
162	Fire Protection Summary Information	DOE O 231.1,	Annually by April 30	Information	Fire protection database provided by Office of the Associate Under Secretary for Environment, Health, Safety, and Security
163	Conduct of Operations Matrix	DOE O 422.1	Beginning March 1, 2022, and every three years thereafter	Approve	The contractor must review, update, and obtain approval of documentation demonstrating conformance to the order when changes in conditions require substantive changes in the documentation, and at least every three years.
164	External Affairs/Public Affairs program	C.9.6.01 DEAR 952.204-75	Within 30 days after transition task order	Approve	
165	Environmental Management System, certified to the ISO 14001 standard	C.9.3.07	Certified by February 2022 with recertifications every three years thereafter	Approve	
166	Worker Safety and Health Program annual update	10 CFR 851	Annually	Approve	Approval required if changes are made; if no changes are made, the contractor may notify the contracting officer of such via letter.

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
167	List of Closure Facility Hazards	10 CFR 851.21	As required	Approve	
168	Quality Assurance Program (QAP)	C.9.3.12 10 CFR 830 DOE O 414.1; and 10 CFR 72, Subpart G	Submit a summary of the annual review of the QAP and, if necessary, also submit the modified QAP to the DOE approval authority.	Information/ Approve	Editorial changes, that do not reduce or change commitments, do not require approval.
169	Updated Documented Safety Analysis/Technical Safety Documents or letter stating no changes made	10 CFR 830	Annually or when changes occur	Approve	
170	Other Safety Basis Documents	10 CFR 830 DOE O 420.1	As required	Approve	
171	Update Training Program Plan and Matrix (or a letter stating no changes)	DOE O 426.1	Every 3 years	Approve	
172	Annual Audit Plan and Annual Audit Report	C.9.7.02 Cooperative Audit Strategy (Acquisition Guide 70.4)	Annually Plan June 30 Report due January 31	Review	
173	Contract Funds Status Report	DOE O 534.1	Monthly, by the 15th of each month reporting the prior month's data	Review	
174	Communications or Releases of Information to the public, the media, or Members of Congress	H.33	10 days prior to release	Approve	
175	Small Business Subcontracting Plan	H.51 H.52	By October 1 of each FY; additionally, with the award of each Task Order	Approve	
176	Fire Protection Program (FPP)	DOE O 420.1,	30 days prior to the end of transition	Approve	
177	Reporting Nonconforming Items	FAR 52.246-26	As required	Information	DOE will transmit the report to the Government-Industry Data Exchange Program

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
FORT ST. VRAIN-SPECIFIC DELIVERABLES					
178	Revisions to FSV Emergency Management Program/Plan, including MOUs for medical, fire, and police services. Must be compliant with the NRC License	NRC License	As required	Approve	Deliverable is only required, if Contractor revises the incumbent documents.
179	Follow-up Licensee Event Report Documentation	NRC License	As required	Approve	Deliverable is only required, as defined in the FSV Emergency Management Plan.
180	Security Training and Qualification Plan, and applicable Security Lesson Plan(s)	NRC License	Annually and as required	Approve	Deliverable is required, if Contractor revises the security lesson plans. Security Training and Qualification Plan requires annual review and report.
181	Schedule for submission of NRC license-required plans and reports	NRC License	Within 30 days of the effective date of the transition task order. Monthly; not later than the eighth business day prior to the end of each calendar month	Approve	Included in the monthly progress reports This includes a transition deliverable.
182	Training Schedule for Crane Operations	NRC License	As required	Information	
183	FSV NRC Compliance Report	NRC License	Once within 90 days after contract transition	Approve	
184	RESERVED				
185	RESERVED				

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Attachment J-3

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-3.1 Directives, Regulations, Policies, and Standards

Directive No.	Directive Title
DOE O 140.1A	Interface with the Defense Nuclear Facilities Safety Board
DOE P 140.1*	Natural Resource Damage Assessment Cooperation and Integration
DOE P 141.1*	Department of Energy Management of Cultural Resources
DOE O 142.2A Admin Chg 1	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE M 142.2-1 Admin Chg 1	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3B Chg 1 (LtdChg)	Unclassified Foreign National Access Program <i>Clarification for DOE O 142.3B, Chg 1 (LtdChg):</i> <i>Since safeguards and security functions for the Idaho Cleanup Project (ICP) Contract are largely performed by the prime operating contractor for the Idaho National Laboratory (INL), the Contractor will participate with the INL contractor in activities necessary to conform with the NE implementation methodology. Primarily, this includes continuity of operations under the requirements of DOE O 142.3A, Chg 2, as established by the INL contractor's implementation approach.</i>
DOE O 144.1 Admin Chg 1	Department of Energy American Indian Tribal Government Interactions and Policy
DOE O 150.1B	Continuity Programs

Directive No.	Directive Title
DOE O 151.1D, Chg 1 (MinChg)	<p>Comprehensive Emergency Management System</p> <p>Clarification for DOE O 151.1D, Chg 1</p> <p><i>Building evacuation exercises at the Idaho National Laboratory (INL) are defined as evacuation drills. The term exercise implies having specific objectives and full documentation (e.g., a scenario package that includes objectives, scope, timelines, injects, controller instructions, and evaluation criteria). Drills have specific objectives and documentation but are not formally evaluated using the demonstration criteria and points of review. Drills provide supervised, “hands-on” training and are documented informally.</i></p> <p><i>Since the INL site is comprised of multiple facilities, the facility-specific requirement for annual exercises will be implemented on a site-wide basis. One site-wide exercise will be conducted annually with a specific facility identified and rotated such that each facility will be the initiating facility once every six years. Operational circumstances will be used to determine the initiating facility.</i></p> <p><i>The facility-specific requirement that all facilities must prepare an Emergency Public Information Plan and that the same plan can cover multiple facilities will be interpreted as including a site-wide plan and implemented on that basis.</i></p>
DOE O 153.1A	<p>Departmental Nuclear Emergency Support Team Capabilities</p> <p>Clarification for DOE O 153.1A</p> <p><i>The Contractor is required to comply with Sections 14 and 15 only of the CRD, which reads:</i></p> <p>14. “When there is a loss of control of known or suspected uncontrolled radioactive materials and taken off-site, the affected Radiological Assistance Program (RAP) Region must be notified. RAP is DOE/NSA’s coordination asset for off-site responses and will conduct radiation monitoring to support the event, as required.”</p> <p>15. “In the event of an incident or accident involving a nuclear weapon, special nuclear material, or classified components, contractors must cooperate with DOE/NSA in establishing and maintaining the appropriate Temporary Limited Area (TLA) within an established National Security Area or National Defense Area to safeguard classified information (to include Restricted Data), equipment, and material.”</p>
DOE O 200.1A Chg 2 (LtdChg)	Information Technology Management
DOE O 205.1D	Department of Energy Cyber Security Program
DOE P 205.1*	Departmental Cyber Security Management Policy
DOE O 206.1A	Department of Energy Privacy Program
DOE O 206.2 Chg 1 (LtdChg)	Identity, Credential, and Access Management (ICAM)
DOE O 210.2A	DOE Corporate Operating Experience Program
DOE O 221.1B	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General

Directive No.	Directive Title
DOE O 225.1B	Accident Investigations
DOE O 226.1B Chg 1 (AdminChg)	Implementation of Department of Energy Oversight Policy
DOE P 226.2*	Policy for Federal Oversight and Contractor Assurance Systems
DOE O 227.1A Chg. 1 (AdminChg)	Independent Oversight Program
DOE O 231.1B Admin Chg 1	Environmental, Safety, and Health Reporting
DOE O 232.2A, Chg 1 (MinChg)	Occurrence Reporting and Processing of Operations Information
DOE O 241.1B Chg 1 (AdminChg)	Scientific and Technical Information Management
DOE O 243.1C	Records Management Program <i>Clarification for DOE O 243.1C</i> CRD Section, Requirement 4, second sentence exclusion: <i>“Plan to consolidate or close agency-operated records storage facilities and transfer holdings for storage at Federal Records Centers or NARA-certified commercial records storage facilities.”</i>
DOE O 252.1A Admin Chg 1	Technical Standards Program
DOE O 350.1 Chg 7 (LtdChg)	Contractor Human Resource Management Programs
DOE O 350.3 Chg1 (MinChg)	Labor Standards Compliance, Contractor Labor Relations, and Contractor Workforce Restructuring Programs
DOE P 364.1*	Health and Safety Training Reciprocity
DOE O 410.2 Admin Chg 1	Management of Nuclear Materials
DOE O 413.1B	Internal Control Program
DOE O 413.3B Chg 7 (LtdChg)	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1D Chg 2 (LtdChg)	Quality Assurance
DOE O 415.1 Chg 2	Information Technology Project Management
DOE P 420.1*	Department of Energy Nuclear Safety Policy
DOE O 420.1C, Chg3 (LtdChg)	Facility Safety
DOE O 422.1 Chg 4 (MinChg)	Conduct of Operations

Directive No.	Directive Title
DOE O 425.1 ED Chg 2 (MinChg)	Verification of Readiness to Startup or Restart Nuclear Facilities
DOE O 426.2 Chg 1 (AdminChg)	Personnel Selection, Training, Qualification and Certification Requirements for DOE Nuclear Facilities
DOE O 430.1C Chg 2 (AdminChg)	Real Property Asset Management (in accordance with Section H.65)
DOE O 433.1B Chg 1 (AdminChg)	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1 Chg 2 (AdminChg)	Radioactive Waste Management
DOE M 435.1-1 Chg 2 (AdminChg)	Radioactive Waste Management Manual
DOE N 435.1	Contact-Handled and Remote-Handled Transuranic Waste Packaging
DOE O 436.1	Departmental Sustainability
DOE O 440.2C Chg 3 (LtdChg).	Aviation Management and Safety
DOE O 442.1B	Department of Energy Employee Concerns Program
DOE O 442.2 Chg 1 (PgChg)	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
DOE P 444.1*	Preventing and Responding to all Forms of Violence in the Workplace
DOE P 450.4A* Chg 1 (MinChg)	Integrated Safety Management Policy
DOE P 451.1*	National Environmental Policy Act Compliance Program
DOE O 458.1 Chg 4 (LtdChg)	Radiation Protection of the Public and the Environment
DOE O 460.1D Chg 1 (LtdChg)	Hazardous Materials Packaging and Transportation Safety
DOE O 460.2B	Departmental Materials Transportation Management
DOE P 470.1B*	Safeguards and Security Program

Directive No.	Directive Title
DOE O 470.3C Chg 2	<p>Design Basis Threat (DBT) Order</p> <p>Clarification for DOE O 470.3C Chg 2</p> <p><i>The ICP contractor shall continue to operate under DOE M 470.4-6 and DOE O 470.3B until such time as implementation plans to DOE O 474.2A and DOE O 470.3C Chg 2 can be fully funded and completed.</i></p> <p><i>Background: The Office of Environmental Management directed implementation of DOE O 474.2A in accordance with the Office of Nuclear Energy approved strategy (memorandum from James Hutton, Deputy Assistant Secretary for Safety, Security, and Quality Programs to John Zimmerman, Deputy Manager for Idaho Cleanup Project, dated April 19, 2016). Additionally, the Assistant Secretary for the Office of Nuclear Energy (NE-1) approved implementation of 470.3C to be done concurrently with DOE O 474.2A implementation.</i></p>
DOE O 470.4B Chg 3 (LtdChg)	Safeguards and Security Program
DOE O 470.5	Insider Threat Program
DOE O 470.6 Chg 1 (MinChg)	Technical Security Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3 Chg 1 (AdminChg)	Identifying and Protecting Official Use Only Information
DOE M 471.3-1 Chg 1 (AdminChg)	Manual for Identifying and Protecting Official Use Only Information
DOE O 471.6 Chg 4 (LtdChg)	Information Security
DOE O 472.2A	Personnel Security
DOE O 473.3A Chg 1 (MinChg)	Protection Program Operations
DOE O 474.2A	<p>Nuclear Material Control and Accountability</p> <p>Clarification for DOE O 474.2A</p> <p><i>Since safeguards and security functions for the Idaho Cleanup Project (ICP) Contract are largely performed by the prime operating contractor for the Idaho National Laboratory (INL), the Contractor will participate with the INL contractor in activities necessary to conform with the NE implementation methodology. Primarily, this includes continuity of operations under the requirements of DOE M 470.4-6 Chg 1, as established by the INL contractor's implementation approach.</i></p>
DOE O 475.1	Counterintelligence Program
DOE O 475.2B	Identifying Classified Information
DOE O 522.1A	Pricing of Departmental Materials and Services
DOE O 550.1 Chg 1 (LtdChg)	Official Travel

* DOE Policies provide guidance for contractor programs and do not contain contractual requirements.

Table J-3.2 Implementing Documents

Document No.	Title
N/A	1991 Comprehensive Environmental Response Compensation and Liability Act (CERCLA)-based Federal Facility Agreement and Consent Order (FFA/CO)
N/A	1995 Idaho Settlement Agreement (ISA)
INL-STP, Revision 40	Federal Facility Compliance Act based Site Treatment Plan (STP)
N/A	Agreement to Implement U.S. District Court Order dated May 25, 2006 (July 1, 2008)
N/A	Navy Addendum to 1995 Settlement Agreement
N/A	Memorandum of Agreement Concerning Receipt, Storage, and Handling of Research Quantities of Commercial Spent Nuclear Fuel at the Idaho National Laboratory (January 6, 2011)
N/A	Supplemental Agreement Concerning Conditional Waiver of Sections D.2.e and K1 of 1995 Settlement Agreement (November 6, 2019)
N/A	Agreement Concerning Handling of Spent Nuclear Fuel Generated by the Advanced Test Reactor (February 4, 2020)
MB04294B-1	Migratory Bird Treaty Act, Special Purpose – Miscellaneous Permit
160216	Wildlife Collection/Banding/Possession Permit
EPA ID# ID4890008952	Idaho National Laboratory, Volume 1-22 - HWMA/RCRA Part A Permit Application for the INL, Idaho Falls, ID
EPA ID# ID4890008952	Idaho National Laboratory, Advanced Mixed Waste Treatment Project (AMWTP)
P-2015.0023	Permit to Construct for the INL Site
P-2008.0199	Permit to Construct: INTEC Integrated Waste Treatment Unit (IWTU)
M-130-06	INTEC Wastewater Reuse Permit: New Percolation Ponds
TS-ETSD-01-005	Risk-Based Storage Approval for PCB Remediation Waste at the INEEL RWMC TSA-RE (TS-ETSD-01-005 and the application is document INEEL/EXT-99-00637-R2)
OCE-164	TSCA Risk-Based Disposal Approval to Process Radiologically Contaminated Liquids Containing Polychlorinated Biphenyls (OCE-164)
OCE-084	TSCA Risk-Based Approval for Management of transuranic PCB Remediation Waste at the AMWTP Facility (OCE-084)
CCN 314217	Risk-Based Storage Approval for PCB Remediation Waste at the INEEL RWMC TSA-RE (CCN 314217)
CCN 321031	Risk-Based Disposal Approval for Management of PCB Remediation Waste Contaminated with TRU Radioisotopes - ICP first request for approval to process drums with liquid greater than 10% by volume in WMF-1617 (ARP V). (CCN 321031)
CCN 323672)	Risk-Based Disposal Approval for Management of PCB Remediation Waste Contaminated with TRU Radioisotopes - First Amendment (CCN 323672)
DOE/ID-10587	Quality Assurance Project Plan (QAPjP), Rev. 8, March 2004

Document No.	Title
DOE/ID-11518	INL Site Community Involvement Plan, Rev. 0, August 2015
DOE/ID-11475	Operable Unit 3-14, Tank Farm Soil and INTEC Groundwater, Phase I and Phase II, Part A Interim Remedial Action Report, Rev. 1, February 2018
DOE/ID-11333	Phase II Part B of the Operable Unit 3 14 Tank Farm Soil and INTEC Groundwater Remedial Design/Remedial Action Work Plan, Rev. 1, October 2013
EDF-10116	Phase II 90% Design Drawings, Rev. 0, March 2012
DOE/ID-11337	Operable Unit 3-14 Tank Farm Soil and INTEC Groundwater Operation and Maintenance Plan, Rev. 4, February 2018
DOE/ID-11389	Phase 1 Remedial Design/Remedial Action Work Plan for Operable Unit 7-13/14, Rev. 2, June 2013
DOE/ID-11482	Operable Unit 7-13/14 Phase 3 Remedial Design Work Plan, Rev. 0, November 2013
DOE/ID-12015	Operable Unit (OU) 7 13/14 Phase 3 Remedial Design, Rev. 0, August 2019
DOE/ID-11359	Record of Decision for Radioactive Waste Management Complex Operable Unit 7-13/14 Rev. 0, October 2008
DOE/ID-11569	Soil Vapor Extraction Rebound Test Plan for Operable Unit 7-13/14, Rev. 0, June 2018
DOE/ID-11568	Long term Monitoring Study for Operable Unit 7-13/14, Rev. 0, May 2018
DE-NE700107	Memorandum of Agreement between the United States Department of Energy, Idaho Operations Office and the Idaho State Historic Preservation Office regarding the Subsurface Disposal Area Cap at the Radioactive Waste Management Area, March 2020
DOE/ID-10660	Final Record of Decision (ROD) Idaho Nuclear Technology & Engineering Center (INTEC) Operable Unit (OU) 3-13, Rev. 0, October 1999
DOE/ID-10984	ICDF Complex Remedial Action Work Plan, Rev. 2, March 2012
DOE/ID-11000	ICDF Complex Operations and Maintenance (O&M) Plan, Rev. 10, June 2019
DOE/ID-10955	Idaho CERCLA Disposal Facility (ICDF) Complex Groundwater Monitoring Plan, Rev. 6, February 2015
DOE/ID-11005	ICDF Operational and Monitoring Sampling and Analysis Plan, Rev 4, October 2018
DOE/ID-10881	ICDF Waste Acceptance Criteria, Rev. 12, December 2013
DOE/NE ID-11175	ICDF Complex Waste Profile and Verification Sample Guidance, Rev. 3, March 2012
INEEL/EXT-01-01318	Health and Safety Plan (HSP or HASP) for Idaho CERCLA Disposal Facility (ICDF), Operations, Rev. 4, October 2007
EDF-ER-286	Engineering Design File (EDF) - Idaho CERCLA Disposal Facility (ICDF) Waste Placement Plan, Rev 4, July 2005
DOE/ID-10139, AMENDMENT	Record of Decision (ROD) Amendment - Technical Support Facility Injection Well TSF-05 and Surrounding Groundwater Contamination TSF-23 and Miscellaneous No Action Sites, Final Remedial Action (RA), Rev. 0, September 2001

Document No.	Title
10139	Record of Decision (ROD) for TSF-05 Injection Well and Surrounding Groundwater Contamination TSF-23 and Miscellaneous No Action Sites Final Remedial Action (RA), Rev. 0, 1995
DOE/ID-11444	ISB Rebound Test Plan for TAN Groundwater Remediation, Rev. 4, April 2017
DOE/ID-11412	Monitoring Plan for Test Area North, Operable Unit 1-07B, Rev 4, January 2019
DOE/ID-11558	Operations and Maintenance Plan for OU 1-07B, TAN Groundwater Remediation, Rev. 0, December 2016
INEEL/EXT-98-00267	Waste Management Plan for TAN Final Groundwater Remediation OU 1-07B, Rev. 7, December 2010
DOE/ID-11347	Closure Plan and Post-Closure Care Plan for the Test Area North Demolition Landfill at the Idaho National Laboratory, Rev. 0, February 2008
DOE/ID-10586	Final Record of Decision (ROD) for Test Reactor Area (TRA) For Operable Unit (OU) 2-13 At Idaho National Engineering & Environmental Laboratory (INEEL), Rev. 0, December 1997
DOE/ID-10626	Groundwater Monitoring Plan for the Advanced Test Reactor Complex OU 2-13, Rev. 9, September 2016
DOE/ID-11296	Record of Decision (ROD) for Tank Farm Soil and Idaho Nuclear Technology and Engineering Center (INTEC) Groundwater, Operable Unit (OU) 3-14, Rev. 0, May 2007
DOE/ID-11333	OU 3-14 Tank Farm Soil and INTEC Groundwater Remedial Design/Remedial Action (RD/RA) Work Plan, Rev. 1, October 2013
DOE/ID-11334	OU 3-14 Tank Farm Soil and INTEC Groundwater Long Term Monitoring Plan, Rev. 3, June 2018
DOE/ID-11337	OU 3-14 Tank Farm Soil and INTEC Groundwater Operation and Maintenance Plan, Rev. 4, February 2018
DOE/ID-11335	OU 3-14 Tank Farm Soil and INTEC Groundwater Waste Management Plan, Rev. 0, June 2008
10146	Record of Decision (ROD) For Central Facilities Area (CFA) Landfill I, II, & III Operable Unit (OU) 4-12 & No Action Sites (OU 4-03), Rev. 0, October 1995
DOE/ID-11374	Long-Term Monitoring and Field Sampling Plan for the Central Facilities Area Landfills I, II, and III under OU 4-12, Rev. 2, July 2018
DOE/ID-11503	Field Sampling Plan for Operable Unit 7-13/14 Vadose Zone Monitoring, Rev. 0, April 2014
DOE/ID-11492	Field Sampling Plan for OU 7-13/14 Aquifer Monitoring, Rev. 1, August 2014
DOE/ID-11393	OU 7-13/14 Operations and Maintenance Plan, Rev. 2, March 2017
ICP/EXT-04-00209	Health and Safety Plan for the Accelerated Retrieval Project, Rev. 15, July 2010
DOE/ID-11385	Operable Unit 10-08 Record of Decision for Site-Wide Groundwater, Miscellaneous Sites, And Future Sites, Rev. 0, September 2009
DOE/ID-11042	INL Site-Wide Institutional Controls, and Operations and Maintenance Plan for CERCLA Response Actions, Rev. 10, December 2017

Document No.	Title
DOE/ID-11420	Post Record of Decision Groundwater Monitoring and Field Sampling Plan for Operable Unit 10-08, Rev. 2, October 2016
DOE/ID-11418	Operable Unit 10-08 Remedial Design/Remedial Action Work Plan, Rev. 0, August 2010
RPT-576	Interim Closure Plan for The RWMC Active Low-Level Waste Disposal Facility at the Idaho National Laboratory Site, Rev. 4, April 2016
DOE/ID-11273	Idaho Hazardous Waste Management Act/Resource Conservation and Recovery Act Closure Plan for Idaho Nuclear Technology and Engineering Center Tanks WM-187, WM-188, WM-189, and WM-190, and all Remaining Tank Farm Facility Resource Conservation and Recovery Act Piping, Rev. 4, October 2012
NM 4890139088 TSDF WIPP	NM 4890139088 TSDF WIPP WAP document available at http://www.wipp.energy.gov/Documents_All_Number.htm
DOE/ID-11389	OU 7 13/14 Phase 1 RD/RA Work Plan, Rev. 2, Date June 2013
PLN-11002	INL Site Security Plan, November 2019
PLN-5686	ICP Core Implementation Plan 10 CFR 851 Technical Amendment
RPT-1649	Walking and Working Surfaces Assessment Report, Revision 0, June 2018

Attachment J-9

Master Small Business Subcontracting Plan

(Updated through FY25)

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**Master Small Business Subcontracting Plan for
Idaho Environmental Coalition, LLC**

SAM UEI: LQ5ZLNE3EM27

Cage: [8NAK7]

Small Business Subcontracting Plan

DATE: December 1, 2024

COMPANY NAME: Idaho Environmental Coalition, LLC (IEC)

SUBCONTRACTING PLAN CONTACT: Kimberli S. Southwick

ADDRESS: 1580 Sawtelle St., Idaho Falls, ID 83402

PHONE/FAX: 208.533.0411

EMAIL ADDRESS: Kimberli.Southwick@icp.doe.gov

INTERNET ADDRESS: <https://idahoenvironmental.com/>

CONTRACT NUMBER: 89303321DEM000061/89304223FEM400000

CONTRACT NAME: Idaho Cleanup Project (ICP)

Small Business Subcontracting Plan

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Small Business Subcontracting Goal Percentages

This small business subcontracting plan, together with any attachments, is submitted to satisfy the applicable requirements of Public Law 95-507, FAR Clause 52.219-9, entitled “Small Business Subcontracting Plan,” and FAR guidance found at 19.704, Subcontracting Plan Requirements.

1. **(Refer to FAR 52.219-9(d)(1)).** Idaho Environmental Coalition, LLC, (IEC) identifies small business subcontracting commitments at the Task Order level associated with the contract awarded under the solicitation cited above. Percentages, as stated in ICP Contract Section H.51, are committed in the following six categories as aligned to Task Order scope. These goals are contingent on the contract providing subcontracting opportunities.
 - i. **Small Business Concerns:** Subcontractors who are small business concerns (Alaska Native Corporations [ANCs] or Indian tribes shall be counted toward the subcontracting goals for small business concerns, regardless of the size or Small Business Association [SBA] certification status of the ANC or Indian tribe)
 - 49% of total planned subcontracting dollars
 - ii. **Veteran-Owned Small Business Concerns:** Veteran-owned small business concerns will be reported as a subset of small business concerns.
 - 3% of total planned subcontracting dollars
 - iii. **Service-Disabled Veteran-Owned Small Business Concerns:** Service-disabled veteran-owned small business concerns will be reported as a subset of veteran-owned small business concerns and small business concerns.
 - 4% of total planned subcontracting dollars
 - iv. **Historically Underutilized Business Zone (HUBZone) Small Business Concerns:** HUBZone small business concerns will be reported as a subset of small business concerns.
 - 3% of total planned subcontracting dollars
 - v. **Small Disadvantaged Business Concerns:** Subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals (ANCs or Indian tribes shall be counted toward the subcontracting goals for small disadvantaged business concerns, regardless of the size or SBA certification status of the ANCs or Indian tribes) will be reported as a subset of small business concerns.
 - 6% of total planned subcontracting dollars
 - vi. **Women-Owned Small Business Concerns:** Women-owned small business concerns will be reported as a subset of small business concerns.
 - 5% of total planned subcontracting dollars

Subcontract Work

2. H.52 of the ICP Contract requires that at least 15% of the cumulative contract value of the task awarded to IEC be awarded to small businesses. IEC estimates that approximately \$575 to \$600 million will be subcontracted to small businesses. This notional value is based upon establishing a small business subcontracting pool at 15% of the funding profile for the 10

years beginning FY22 through FY31. For purposes of this plan, cumulative contract value shall mean the value of all awarded task orders and associated modifications less the value of fee, pension costs, mandatory services purchased under the ICP Contract, facility leases and associated utilities, GSA vehicle leases, funding adjustments for incumbent paid leave and other prior contractor liabilities assumed by IEC, residual negative cost variances remaining after task order completion or other similar type costs where IEC has no meaningful discretion in its ability to subcontract. A similar definition shall apply as appropriate to the individual task order "Contract Value" as set forth and used in Attachment 1.

The actual award of small business subcontracts will occur through the task order process. Individual goals for small business subcontracting dollars will be identified in each task and will in accordance with Section H.51 of the ICP Contract equal at least 49% of the value of all the subcontracted work projected for that individual task. IEC will award small business subcontracting dollars corresponding to the percentage goals shown in paragraphs 1(ii) to (vi) above. As part of Task Order negotiations, IEC will record the Task Order dollar value and cumulative dollar value for each small business category. Small Business goals will be listed for each Task Order in the format shown in Exhibit 1-7(A):

Exhibit 1-7(A). Total Estimated Subcontracting Dollars		
Small Business Category	Small Business Goals	Small Business Dollars
Small Business	49%	\$xxM
Veteran-Owned Small Business (VOSB)	3%	\$xxM
Service-Disabled Veteran Owned Small Business (SDVOSB)	4%	\$xxM
Historically Under-Utilized Business Zone (HUBZone)	3%	\$xxM
Small Disadvantaged Business (SDB)	6%	\$xxM
Woman-Owned Small Business (WOSB)	5%	\$xxM

As task orders are awarded, IEC will update and present a summary of the cumulative and task order specific Small Business goals as part of Attachment 1 – Summary of Small Business Goals.

Anticipated Subcontracting Opportunities

3. **(Refer to FAR 52.219-9(d)(3)).** Although the list may change as the performance work statement (PWS) and subcontracting opportunities are defined, IEC anticipates subcontracting as follows in Exhibit 1-8.

Firm	Services	SB	VOSB	SDVOSB	HUBZone	SDB	WOSB	LB
Spectra Tech*	C.7.2.01 - Management of NRC-Licensed SNF Storage Facilities	x						
Navarro*	Waste management characterization and waste acceptance prior to waste generation; nuclear safety	x					x	
Oak Ridge Technologies*	PWS 7.1.01-7.1.04, 7.2, 7.3							x
Berry Oil	Commodity (Fuel)	x				x	x	
Global Nitrogen Services	Commodity (Portable Nitrogen)	x						
Desert Peak	Construction	x						
Skolnik Industries	Drums	x						
3D Fire Protection	Facility Maintenance							x
L&L Mechanical	Facility Maintenance	x					x	
Wheeler Electric	Facility Maintenance	x						
J Foster Associates	Nuclear Safety Support	x				x	x	
Hukari Ascendent	Nuclear Safety Support	x					x	
Walsh Engineering	Engineering	x						
Eagle Rock Specialties	General Supplies	x						
Western States	Equipment Rental							x
United Rental	Equipment Rental							x
First Place Supply	General Supplies	x			x		x	
ML Services	IT/Computers	x					x	
Marcom	Waste Management	x				x	x	
Moxie Endeavors	Waste Management	x			x		x	
Lancs Industries	Waste Management	x				x		
Porters Office	Office Supplies	x			x		x	
Advanced Industrial Supply	Personal Protective Equipment	x						
TradeWinds Services	Engineering	x	x	x				
Regan Technologies	IT/Computers	x	x	x				
Longenecker & Associates	EVMS Compliance	x					x	

Veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged and women-owned small business concerns will be reported as a subset of small business concerns.

**Subcontractors with teaming agreements guaranteeing scope opportunities.*

Small Business Goal Methodology

4. **(Refer to FAR 52.219-9(d)(4)).** The following method was used to develop the subcontracting goals listed in 1:
 - IEC will conduct all major subcontracting on this project, committing to afford small business concerns with the maximum extent practical opportunity to participate in Task Orders over the life of the contract. Our methodology is first based on DOE's suggested goals that are stated in the solicitation, and secondly, on our IEC parent companies' experience and historical performance on our federal projects, including DOE contracts. The goals developed are challenging yet realistic. Due to the fact that this is an indefinite delivery order contract in which the specific PWS will be outlined in subsequently issued delivery/task orders, the review for additional subcontracting opportunities will be ongoing. The subcontract requirements will be redefined if it is in the Government's best interest to increase or decrease the scope or capacity of this contract. Our subcontracting approach emphasizes the utilization and integration of our team subcontractors (all small businesses) for the delivery of PWS requirements. We will commit to award subcontracts to small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged and women-owned small business concerns if the contract provides subcontracting opportunities and technically qualified, reasonably priced small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged and women-owned small business concerns are available.

Identifying Potential Sources

5. **(Refer to FAR 52.219-9(d)(5)).** IEC uses numerous methods to identify small business concerns prior to subcontracting with large business concerns. The following list is in priority order by the methods used to locate small business concerns. In the event we are unsuccessful in identifying sources from our web-based database, we use each subsequent step, or concurrent multiple steps, until we obtain a sufficient number of qualified small business concerns. IEC's capabilities to identify qualified, local, high-performing small businesses are enhanced through the inclusion of NWP as a minority LLC member. NWP has been an active member of the Idaho Falls small business community for more than 27 years, having performed more than \$680M in work at Idaho National Laboratory (INL). NWP currently subcontracts with 64 small business entities at INL and brings comprehensive knowledge of potential small business sources to IEC.
 - i. Existing company source lists (including IEC Majority Partner parent company Jacobs' supplier management system and NWP's list of current and former area SB subcontractors)
 - ii. Post-award IEC small business protégé firms and existing and former Jacobs' small business protégé firms
 - iii. Checking the SBA's Dynamic Small Business Search (DSBS) and General Service Administration's SAM sourcing systems
 - iv. Expanding source lists by encouraging vendors who make direct inquiries with IEC to register in the DSBS and SAM, as well as retrieving and reviewing the vendors' brochures when a DSBS and SAM search matches them to a subcontracting opportunity
 - v. Accessing the list of qualified HUBZone small business concerns maintained by the SBA
 - vi. Accessing the list of veteran-owned and service-disabled veteran-owned small business concerns maintained by the U.S. Department of Veterans Affairs
 - vii. Checking the SBA's directory of 8(a)-certified firms, and consulting the NAFEO/DOD Survey that inventories the capabilities of HBCU/MIs for sources

- viii. Establishing and maintaining contact with DOE's Small Business Liaison and the local SBA office
- ix. Making inquiries with local contacts, chambers and professional-organization members, such as the Small Business Development Center, Minority Business Development Agency, the National Contract Management Association, and Institute for Supply Management
- x. Advertising in SBA's SAM.gov, trade journals, and newspapers
- xi. Participating in local small business conferences

Indirect Cost

- 6. **(Refer to FAR 52.219-9(d)(6)).** Indirect costs were not used in establishing goals in this small business subcontracting plan.

Small Business Subcontracting Plan Administration

- 7. **(Refer to FAR 52.219-9(d)(7)).** The Supply Chain Management Sr. Manager, Shawna Southwick, and Business Services Sr. Director, Kimberli Southwick, will administer this small business subcontracting plan in partnership with Jacobs' Small Business Liaison Officer, Darin Williams. NWP will provide administration support from Idaho Falls.
 - i. The Supply Chain Sr. Manager and the Business Services Sr. Director's specific responsibilities include:
 - a. Monitoring the small business subcontracting plan goal progress
 - b. Identifying potential sources for solicitation purposes through the methods outlined in 5 above
 - c. Assuring small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts as indicated in 8 below
 - d. Participating in early procurement planning to ensure that equitable opportunities are identified for the small business community
 - e. Interfacing with client OSDBUs and co-sponsoring small business trade fairs and conferences
 - f. Participating in bidder conferences and training sessions to the small business community
 - g. Including the clause "Utilization of Small Business Concerns" in subcontracts, as outlined in 9 below
 - h. Prior to awarding a subcontract requiring a small business subcontracting plan, reviewing and approving the subcontractor's small business subcontracting plan in cooperation with Elisabeth Warn, Small Business Liaison, 1580 Sawtelle Street, Idaho Falls, ID 83402, Tel: 208.533.3491.
 - i. Ensuring subcontractors with small business subcontracting plans submit periodic reports needed to monitor the plans
 - j. Cooperating with IEC's Small Business Liaison Officer in the timely completion and submission of Individual Subcontract Report (ISR) and Summary Subcontract Report (SSR) via the Electronic Subcontract Reporting System (eSRS)

- k. Completing and submitting other reports, studies and surveys noted in 10 below
- l. Participation in and maintenance of documentation of outreach and solicitation activities that support the plan as detailed in 11 and 12 below
- ii. IEC's Small Business Liaison Officer's responsibilities include:
 - a. Ensure compliance with IEC's company policy and commitment to Government public laws and regulations
 - b. Develop programs and initiatives to establish partnering relationships with the small business community and HBCU/MIs
 - c. Provide the maximum opportunity to small business concerns to participate and bid on Federal procurements
 - d. Monitor, report, and review performance relative to contractual subcontracting requirements (small business subcontracting plans, and ISR/SSR Reports)
 - e. Conduct training and provide assistance to project teams to identify, develop, and manage project opportunities with small business concerns
 - f. Participate in outreach and solicitation activities that support IEC's Small Business Program and individual small business subcontracting plans
 - g. Provide instructions via IEC's external website on "How to do business with IEC"
 - h. Provide the small business community with a method to raise concerns, ask questions, or report violations 24 hours a day, 7 days a week, 365 days a year by phone or online via a third party, independent, web-based incident reporting system

Equitable Subcontracting Opportunities

- 8. **(Refer to FAR 52.219-9(d)(8)).** IEC will strive to provide equitable subcontracting opportunities for small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged and women-owned small business concerns through:
 - i. Contacts with qualified small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged and women-owned small business concerns identified through the methods outlined in 5 above
 - ii. Ensuring competition by structuring subcontracts to allow the largest number of qualified small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged and women-owned small business concerns to compete
 - iii. Educating Program/Project Managers about their Federal socio-economic responsibilities and tracking their performance in meeting the subcontracting goals established in this small business subcontracting plan

Flow-Down Requirements

- 9. **(Refer to FAR 52.219-9(d)(9)).** To meet the contract flow-down requirements, the clause titled "Utilization of Small Business Concerns" will be included in all subcontracts that offer further subcontracting opportunities. In addition, all subcontractors (except small business concerns) who receive subcontracts in excess of \$750,000 (\$1,500,000 for construction) will be required to adopt a small business subcontracting plan similar to IEC's plan.

Reports, Studies, and Surveys

10. **(Refer to FAR 52.219-9(d)(10)).** IEC will:
- i. Cooperate in any studies or surveys as may be required
 - ii. Submit periodic reports so the Government can determine the extent of IEC's compliance with the small business subcontracting plan
 - iii. Include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts intended for use by multiple agencies
 - iv. Submit ISR and/or SSR via eSRS in accordance with the applicable instructions. The reports shall provide information on subcontract awards to small (including ANCs and Indian tribes that are not small business concerns), veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged (including ANCs and Indian tribes that have not been certified by SBA as small-disadvantaged business concerns), and women-owned small business concerns, and HBCU/MIs. Reporting shall be in accordance with this clause, or as provided in agency regulations.
 - v. Ensure that subcontractors with small business subcontracting plans agree to submit the ISR and/or the SSR via eSRS
 - vi. Provide its prime contract number, DUNS number, and the email address of the IEC official responsible for acknowledging receipt of or rejecting the ISR, to all first-tier subcontractors with small business subcontracting plans so they can enter this information into eSRS when submitting their ISRs
 - vii. Require that each subcontractor with a small business subcontracting plan provide the prime contract number, its own DUNS number, and the email address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with small business subcontracting plans

Documentation

11. **(Refer to FAR 52.219-9(d)(11)).** IEC will maintain the following records to demonstrate that procedures have been adopted to comply with the requirements and goals of this small business subcontracting plan:
- i. Source lists, guides, and other data that identify small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged and women-owned small business concerns
 - ii. Organizations contacted in an attempt to locate sources that are small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged or women-owned small business concerns
 - iii. Records on each subcontract solicitation resulting in an award of more than \$150,000 indicating: a) whether small business concerns were solicited, and, if not, why not; b) whether veteran-owned small business concerns were solicited, and, if not, why not; c) whether service-disabled veteran-owned small business concerns were solicited, and, if not, why not; d) whether HUBZone small business concerns were solicited, and, if not, why not; e) whether small disadvantaged business concerns were solicited, and, if not, why not; f) whether women-owned small business concerns were solicited, and, if not, why not; and g) if applicable, the reason the award was not made to a small business concern

- iv. Records of any outreach efforts to contact a) trade associations; b) business development organizations; c) conferences and trade fairs to locate small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged and women-owned small business concerns; and d) veterans service organizations
- v. Records of internal guidance and encouragement provided to Program/Project Managers and procurement professionals through a) workshops, seminars, training, etc.; and b) monitoring performance to evaluate compliance with the program's requirements
- vi. On a contract-by-contract basis, records to support award data including the name, address, and business size of each subcontractor

Good Faith Effort

- 12. **(Refer to FAR 52.219-9(d)(12)).** IEC will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concern(s) that we used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. IEC understands that the meaning of “used a small business concern in preparing the bid or proposal” applies if:
 - i. IEC identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the contract; or
 - ii. IEC used the small business concern’s pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if IEC is awarded the contract

Written Explanation(s)

- 13. **(Refer to FAR 52.219-9(d)(13)).** IEC will provide the contracting officer with a written explanation if we fail to acquire articles, equipment, supplies, services, or materials or obtain the performance of construction work from the small business concern(s) used in preparing the bid or proposal. This written explanation will be submitted to the contracting officer within 30 days of contract completion.

Subcontractor Non-Prohibition

- 14. **(Refer to FAR 52.219-9(d)(14)).** IEC will not prohibit a subcontractor from discussing with the contracting officer any material matter pertaining to payment to or utilization of a subcontractor.

Payment of Subcontracts

- 15. **(Refer to FAR 52.219-9(d)(15)).** IEC will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract and notify the contracting officer when IEC makes either a reduced or an untimely payment to a small business subcontractor.

Small Business Subcontracting Plan Implementation

16. IEC will perform the following functions to implement this small business subcontracting plan to the extent consistent with contract performance:
- Assist small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged and women-owned small business concerns by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. IEC will make reasonable efforts to give as many small business concerns as possible an opportunity to compete over a period of time. NWP will leverage local SB knowledge and experience as an SB to ensure the local SB community has the opportunities and assistance necessary to compete for subcontracting opportunities.
 - Provide adequate and timely consideration of the potentialities of small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged and women-owned small business concerns when deciding if IEC should perform the work or procure it from another source.
 - Counsel and discuss subcontracting opportunities with representatives of small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged and women-owned small business concerns.
 - Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by the SBA as a HUBZone small business concern by accessing the SAM database or by contacting the SBA.
 - Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as a small, veteran-owned small, HUBZone small, small disadvantaged or women-owned small business concern for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in this small business subcontracting plan.
 - For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, IEC will inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the subcontract.

Exhibit 1-9. Signatures		
IEC Contract Administrator	IEC Small Business Liaison Officer	Contracting Officer
Kimberli S. Southwick	Elisabeth Warn	Grace Ruiz
KIMBERLI SOUTHWICK (Affiliate) <small>Digitally signed by KIMBERLI SOUTHWICK (Affiliate) Date: 2025.01.09 09:37:13 -07'00'</small>	ELISABETH WARN (Affiliate) <small>Digitally signed by ELISABETH WARN (Affiliate) Date: 2025.01.09 08:06:41 -07'00'</small>	GRACE RUIZ <small>Digitally signed by GRACE RUIZ Date: 2025.02.10 08:05:54 -07'00'</small>
(Signature)	(Signature)	(Signature)
(Date)	(Date)	(Date)

Small Business Commitment Summary

The Small Business Program staff will prepare regular summary reports for IEC's ICP contract management team detailing SB performance based on Task Order as defined in Small Business Subcontracting Goal Percentages. This includes cumulative and task order level evaluation thereby ensuring that the project's management remains cognizant of SB activities and accomplishments.

IEC is confident that adequate subcontracting opportunities exist to meet or exceed the subcontracting goals established.

IDAHO ENVIRONMENTAL COALITION, LLC
SUBCONTRACTING PLAN SUBMITTED BY:

Signed: **ELISABETH WARN (Affiliate)** Digitally signed by ELISABETH WARN (Affiliate)
Date: 2025.01.09 08:07:29 -07'00' Date: _____

Printed Name: Elisabeth Warn

Title: Small Business Liaison

SUBCONTRACTING PLAN APPROVED BY:

Signed: **KIMBERLI SOUTHWICK (Affiliate)** Digitally signed by KIMBERLI SOUTHWICK (Affiliate)
Date: 2025.01.09 09:37:36 -07'00' Date: _____

Printed Name: Kimberli S. Southwick

Title: Sr. Director, Business Services and Contracting Officer

ATTACHMENT 1, REV 2 SUMMARY OF SMALL BUSINESS GOALS

Cumulative Contract Value – Small Business Goals

The first table contains the Cumulative Contract Value by task order and nominative expected future value as well as associated small business goals as set forth in Section H.52 Subcontracted Work. The second table contains the discrete and cumulative small business goals as determined for each task order as set forth in Section H.51. Values are current as of November 19, 2024.

H.52 Subcontracted Work: Open Task Orders						
(This table represents 15% of the total cumulative task order cost value to be awarded to small business.)						
Description	TO-3.2	TO-4a	TO-5.1	TO-6.1	TO-7.1	Cumulative Total
Contract Value	\$492,616,319	\$65,495,056	\$39,796,910	\$10,633,098	\$170,325,236	\$ 778,866,619
15% of task order value	\$ 73,892,448	\$ 9,824,258	\$ 5,969,537	\$ 1,594,965	\$ 25,548,785	\$ 116,829,993

H.51 Small Business Plan - Schedule Table (Open Task Orders)							
		TO-3.2	TO-4a	TO-5.1	TO-6.1	TO-7.1	Cumulative Value
Contract Value		\$492,616,319	\$65,495,056	\$39,796,910	\$10,633,098	\$170,325,236	\$ 778,866,619
Available for Subcontracting		\$181,217,958	\$15,867,177	\$11,512,555	\$ 8,647,280	\$104,474,098	\$ 321,719,069
Small Business	49%	\$ 88,796,800	\$ 7,774,917	\$ 5,641,152	\$ 4,237,167	\$ 51,192,308	\$ 157,642,344
Veteran Owned	3%	\$ 5,436,539	\$ 476,015	\$ 345,377	\$ 259,418	\$ 3,134,223	\$ 9,651,572
Service disabled	4%	\$ 7,248,718	\$ 634,687	\$ 460,502	\$ 345,891	\$ 4,178,964	\$ 12,868,763
HUBZone	3%	\$ 5,436,539	\$ 476,015	\$ 345,377	\$ 259,418	\$ 3,134,223	\$ 9,651,572
Small Disadvantaged	6%	\$ 10,873,077	\$ 952,031	\$ 690,753	\$ 518,837	\$ 6,268,446	\$ 19,303,144
Woman owned	5%	\$ 9,060,898	\$ 793,359	\$ 575,628	\$ 432,364	\$ 5,223,705	\$ 16,085,953

FY25 Baseline Value - Small Business Goals

This table contains the small business goals as determined for each task order in FY25 as set forth in Section H.51. The baseline values were as negotiated for the identified task orders and are current as of September 19, 2024. The baseline values do not include fee.

H.51 Small Business Goals - FY25							
(This table represents the % of available subcontracting made available to small businesses in FY25)							
		TO-3.2	TO-4a	TO-5.1	TO-6.1	TO-7.1	FY25 SB Goals
FY25 Baseline Value		\$254,069,794	\$3,823,533	\$24,662,578	\$5,346,582	\$91,685,366	\$379,587,853
Available for Subcontracting		\$70,402,613	\$3,823,533	\$18,372,608	\$5,346,582	\$52,558,928	\$150,504,264
Small Business	49%	\$34,497,280	\$1,873,531	\$9,002,578	\$2,619,825	\$25,753,875	\$73,747,089
Veteran Owned	3%	\$2,112,078	\$114,706	\$551,178	\$160,397	\$1,576,768	\$4,515,128
Service disabled	4%	\$2,816,105	\$152,941	\$734,904	\$213,863	\$2,102,357	\$6,020,171
HUBZone	3%	\$2,112,078	\$114,706	\$551,178	\$160,397	\$1,576,768	\$4,515,128
Small Disadvantaged	6%	\$4,224,157	\$229,412	\$1,102,356	\$320,795	\$3,153,536	\$9,030,256
Woman owned	5%	\$3,520,131	\$191,177	\$918,630	\$267,329	\$2,627,946	\$7,525,213

Inactive Task Orders

This table contains the previous small business goals for task orders that have been completed as of 09/30/2023.

H.52 Subcontracted Work (Inactive TOs)			
(This table represents 15% of the total cumulative task order cost value to be awarded to small business.)			
Description	TO-2	TO-3.A	Cumulative Total
Contract Value	\$156,859,417	\$649,323,168	\$ 806,182,585
15% of task order value	\$ 23,528,913	\$ 97,398,475	\$ 120,927,388

H.51 Small Business Plan - Schedule Table (Inactive TOs)				
		TO-2	TO-3.A	Cumulative Value
Contract Value		\$156,859,417	\$649,323,168	\$ 806,182,585
Available for Subcontracting		\$ 20,982,979	\$136,655,001	\$ 157,637,980
Small Business	45%	\$ 9,442,341	\$ 61,494,750	\$ 70,937,091
Veteran Owned	3%	\$ 629,489	\$ 4,099,650	\$ 4,729,139
Service disabled	3%	\$ 629,489	\$ 4,099,650	\$ 4,729,139
HUBZone	3%	\$ 629,489	\$ 4,099,650	\$ 4,729,139
Small Disadvantaged	5%	\$ 1,049,149	\$ 6,832,750	\$ 7,881,899
Woman owned	5%	\$ 1,049,149	\$ 6,832,750	\$ 7,881,899