

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00123		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY 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) IDAHO ENVIRONMENTAL COALITION LLC Attn: Laura McGee 600 William Northern Blvd Tullahoma TN 373884729		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO. 89303321DEM000061		10B. DATED (SEE ITEM 13) 05/27/2021		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 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 ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

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

DUNS Number: Not Available

UEI: LQ5ZLNE3EM27

The purpose of this modification is to update Section G, Contract Administration Data, Section I, Contract Clauses, Attachment J-2, List of Deliverables, and Attachment J-3, Requirements Sources and Implementing Documents. See below for details:

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) <b>KIMBERLI SOUTHWICK (Affiliate)</b> Digitally signed by KIMBERLI SOUTHWICK (Affiliate) Date: 2025.05.06 16:34:21 -06'00'		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Grace H. Ruiz Digitally signed by GRACE RUIZ Date: 2025.05.06 16:34:00		16C. DATE SIGNED 05/06/2025	
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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 89303321DEM000061/P00123	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>Section G, Contract Administration Data</p> <p>-----</p> <p>G.4 DOE G-2004 Contract Administration (Oct 2014)</p> <ul style="list-style-type: none"> <li>- Deleted landline phone numbers</li> <li>- Updated Marianne Boline from Contract Specialist to Administrative Contracting Officer</li> <li>- Deleted Maria Mitchell-Williams as an Administrative Contracting Officer</li> <li>- Deleted Jennifer Cate as an Administrative Contracting Officer</li> <li>- Updated the Contracting Officer's Representative to Nicholas A. Balsmeier from Doug Pruitt</li> </ul> <p>Section I, Contract Clauses</p> <p>-----</p> <p>The following updates are incorporated:</p> <ul style="list-style-type: none"> <li>- FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013) is removed</li> <li>- FAR 52.223-10, Waste Reduction Program (May 2024) (DEVIATION FEB 2025) is updated to the current version</li> <li>- FAR 52.223.19, Compliance with Environmental Management Systems (May 2011) is removed</li> </ul> <p>Attachment J-2, List of Deliverables</p> <p>-----</p> <ul style="list-style-type: none"> <li>- Deliverable 171, Training Program Plan and Matrix, is updated to "Revision to the Training Program Plan or training procedures for granting exceptions". The due date is updated to "As required".</li> </ul> <p>Attachment J-3, Requirements Sources and Implementing Documents</p> <p>-----</p> <p>The following List B, Applicable DOE Directives, are updated to the current version:</p> <ul style="list-style-type: none"> <li>- DOE O 252.1A Chg 2 (AdminChg), Technical Standards Program</li> <li>- DOE O 522.1A Chg 1 (LtdChg), Pricing of Departmental Materials and Services</li> </ul> <p>See Attachments:</p> <ol style="list-style-type: none"> <li>1. SF30_P00123_Final</li> <li>2. Section G_Contract Administration Data P00123_Redline</li> <li>3. Section I Contract Clauses P00123_Redline</li> </ol> <p>Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 89303321DEM000061/P00123	PAGE	OF
		3	3

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>4. Section J-2 List of Contract Deliverables P00123_Redline</p> <p>5. Section J-3_Requirements Sources and Imp Docs_P00123_Redline</p> <p>All other terms and conditions remain unchanged.</p> <p>Payment: VIPERS <a href="https://vipers.doe.gov">https://vipers.doe.gov</a> Any questions, please contact by call/email 888-251-3557 or <a href="mailto:payments@hq.doe.gov">payments@hq.doe.gov</a></p> <p>Period of Performance: 10/01/2021 to 09/30/2031</p>				

## **Part I – The Schedule**

### **Section G**

#### **Contract Administration Data**

### **G.1 DOE-G-2001 Contracting Officer Authority (Oct 2014) (Revised)**

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

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

### **G.2 DOE-G-2002 Contracting Officer's Representative (Oct 2014)**

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

### **G.3 DOE-G-2003 Contractor's Program Manager (Oct 2014)**

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

### **G.4 DOE-G-2004 Contract Administration (Oct 2014)**

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

- (a) Technical correspondence. Technical correspondence shall be addressed to the COR for this contract, and a copy of any such correspondence shall be sent to the U.S. Department of Energy (DOE) Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence that proposes or involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract.
- (b) Other Correspondence.
  - (1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall also be provided to the Contracting Officer.

- (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24), all correspondence, other than technical correspondence and correspondence regarding patent of rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the Contracting Officer. Copies of all such correspondence shall also be provided to the COR.
- (3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the Contracting Officer and the COR.
- (c) Information regarding correspondence addresses and contact information will be provided through official correspondence:

~~(1) Contract Specialist~~

~~(A) U.S. Department of Energy  
Office of Environmental Management, Idaho Operations Office  
Attn: Marianne Boline~~

~~(B) Telephone number: (208) 526-3743~~

~~(C) Cell number: (208) 479-9123~~

~~(D) Address:~~

~~1955 Fremont Avenue  
Idaho Falls, ID 83415-1240~~

~~(E) Email address: [bolinem@id.doe.gov](mailto:bolinem@id.doe.gov)~~

~~(21) Contract Specialist~~

~~(A) U.S. Department of Energy  
Office of Environmental Management, Idaho Operations Office  
Attn: Mary Bates~~

~~(B) Telephone number: (208) 526-2775~~

~~(C) Cell number: (208) 541-3304~~

~~(D) Address:~~

~~1955 Fremont Avenue  
Idaho Falls, ID 83415-1240~~

~~(E) Email address: [batesme@id.doe.gov](mailto:batesme@id.doe.gov)~~

(~~32~~) Administrative Contracting Officer

(A) U.S. Department of Energy  
Office of Environmental Management, Idaho Operations Office  
Attn: Grace Ruiz

~~(B) Telephone number: (208) 526-0166~~

~~(C) Cell number: (208) 220-1420~~

~~(D) Address:~~

1955 Fremont Avenue  
Idaho Falls, ID 83415-1240

~~(E) Email address: [ruizgh@id.doe.gov](mailto:ruizgh@id.doe.gov)~~

(~~43~~) Administrative Contracting Officer

(A) U.S. Department of Energy  
Office of Environmental Management, Idaho Operations Office  
Attn: Aaron Nebeker

~~(B) Telephone number: (208) 526-4027~~

~~(C) Cell number: (208) 351-9883~~

~~(D) Address:~~

1955 Fremont Avenue  
Idaho Falls, ID 83415-1240

~~(E) Email address: [nebekeas@id.doe.gov](mailto:nebekeas@id.doe.gov)~~

(4) Administrative Contracting Officer

(A) U.S. Department of Energy  
Office of Environmental Management, Idaho Operations Office  
Attn: Marianne Boline

(B) Cell number: (208) 479-9123

(C) Address:

1955 Fremont Avenue  
Idaho Falls, ID 83415-1240

(D) Email address: [bolinem@id.doe.gov](mailto:bolinem@id.doe.gov)

~~(5) Administrative Contracting Officer~~

**IDAHO CLEANUP PROJECT (ICP)**

CONTRACT NO. 89303321DEM000061

MOD P00~~123086~~

SECTION G

~~(A) U.S. Department of Energy  
Office of Environmental Management, Idaho Operations Office  
Attn: Jennifer Cate~~

~~(B) Telephone number: (208) 526-0631~~

~~(C) Cell number: (208) 520-7136~~

~~(D) Address:~~

~~1955 Fremont Avenue  
Idaho Falls, ID 83415-1240~~

~~(E) Email address: catejk@id.doe.gov~~

~~(6) Administrative Contracting Officer~~

~~(A) U.S. Department of Energy  
Office of Environmental Management, Idaho Operations Office  
Attn: Maria Mitchell Williams~~

~~(B) Telephone number: (208) 526-8600~~

~~(C) Cell number: (208) 497-7756~~

~~(D) Address:~~

~~1955 Fremont Avenue  
Idaho Falls, ID 83415-1240~~

~~(E) Email address: mitchemm@id.doe.gov~~

~~(75) Contracting Officer's Representative~~

~~(A) U.S. Department of Energy  
Office of Environmental Management, Idaho Operations Office  
Attn: Nicholas A. Balsmeier~~Doug Pruitt~~~~

~~(B) Telephone number: (208) 526-2311~~

~~(C) Cell number: (208) 569-0156~~569-0897~~~~

~~(D) Address:~~

~~1955 Fremont Avenue  
Idaho Falls, ID 83415-1240~~

~~(E) Email address: balsmenapruittdm@id.doe.gov~~

~~(86) Intellectual Property Counsel~~



(A) Patent Attorney

Integrated Service Center (ISC) Chicago Office acting through the Intellectual Property Law  
Division of the Office of Chief Counsel

(B) Telephone number: (630) 252-2308

(C) Address:

Department of Energy  
9800 S. Cass Ave.  
Argonne, IL 60439

(D) Email address: To be provided

~~(97)~~ Task Order Integration Manager

(A) U.S. Department of Energy  
Office of Environmental Management, Idaho Operations Office  
Attn: Aaron Nebeker

~~(B) Telephone number: (208) 526-4027~~

~~(CB)~~ Cell number: (208) 351-9883

~~(DC)~~ Address:

1955 Fremont Avenue  
Idaho Falls, ID 83415-1240

~~(ED)~~ Email address: nebekeas@id.doe.gov

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

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each Task Order issued under the Master Indefinite Delivery/Indefinite Quantity (IDIQ) contract. All invoices shall be supported by a billing schedule summarized by funding source.
- (b) Contractors shall submit vouchers electronically through the DOE Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.

**G.6 DOE-G-2005 Billing Instructions – Alternate I (Mar 2019) (Revised) (For Cost-Reimbursement Task Orders)**

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

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

- (b) Contractors shall submit vouchers electronically through the DOE VIPERS. VIPERS allows vendors to submit vouchers, attach supporting documentation, and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.
- (d) The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and Task Order (if applicable) of all services actually provided by the Contractor, for the current billing period, current fiscal month, current fiscal year year-to-date, and cumulatively contract-to-date.
- (1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:
- (A) Statement of Cost must be completed and consistent with data in the Contractor's cost accounting system.
  - (B) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
  - (C) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
  - (D) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown, and the DPLH summary completed, if applicable.
  - (E) The total fee billed, retainage amount, and available fee must be shown.
  - (F) If a given Task Order includes task areas/subtasks, the Statement of Cost must include a breakdown of costs for all respective task areas/subtasks.
  - (G) Costs claimed must be summarized and broken out by cost element (e.g., Labor, Subcontracts, Other Direct Costs, etc.).
  - (H) Statement of Cost must show total amounts by current billing period, current fiscal month, current fiscal year-to-date, and cumulative contract-to-date to facilitate reconciliation of invoiced costs.

- (I) Statement of Cost must include a summary of costs by DOE Program Code, Object Class, Strategic Partnership Project (formerly known as Work for Others), Local Use number, and any other applicable/necessary funding source or accounting information.
  - (J) Invoice and detailed invoice transactions must be provided in Microsoft Excel® format as a supplemental file including labor hours from the timekeeping system, purchase card transactions, subcontract costs, etc. The detailed invoice transaction data in Excel® format shall include sufficient data fields and detail as deemed necessary by DOE to enable sorting, analyzing, and testing of invoiced costs.
- (2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:
- (A) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.
  - (B) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.
  - (C) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Contracting Officer, Administrative Contracting Officer, or auditor approves a change in the billing rates, include a copy of the approval.
  - (D) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

## **G.7 Invoice/Payment Procedures**

- (a) The Government will make interim payments to the Contractor by electronic funds transfer not later than fourteen (14) calendar days after receipt of an acceptable invoice from the Contractor.
- (b) The Contractor may submit cost invoices not more often than once every two weeks. Fee invoices will be submitted in accordance with Section G Clause entitled, *DOE-G-2005 Billing Instructions – Alternate I*.
- (c) Any defects in invoices which are discovered after interim payment shall be corrected on subsequent invoices. If the Government discovers such defects, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the defect and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this contract. Unless the Contractor reconciles the defect to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.
- (d) Any bases for withholding, set-off, or reduction with respect to invoices which are discovered after interim payment will be corrected on subsequent invoices. If the Government discovers such bases for withholding, set-off, or reduction, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the bases for withholding,

set-off, or reduction, will specify the dollar amount of the withholding, set-off, or reduction and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this contract. Unless the Contractor reconciles the bases for withholding, set-off, or reduction to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.

- (e) Nothing in this clause shall affect the rights of either the Government or the Contractor under the Section I *Prompt Payment* clause of this contract. The Government is not limited to fourteen (14) calendar days to notify the Contractor of a defective invoice and may notify and/or initiate withholding, set-off, or reduction until final payment to the Contractor.

#### **G.8 DOE-G-2007 Contractor Performance Assessment Reporting (Jul 2018)**

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

#### **G.9 DOE-G-2008 Non-Supervision of Contractor Employees (Oct 2014)**

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

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## **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 <a href="#">Hotline Poster</a>
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) <b>NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.</b>	
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) <b>Offeror is not a HubZone Small Business Concern, and therefore waives the evaluation preference</b>
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 RateRate 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	<del>52.223-2</del>	<del>Reserved Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)</del>	
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 20 <del>244</del> )( <del>DEVIATION FEB 2025</del> )	
I.97	52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024 )	
I.98	52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024 )	
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	<del>52.223-19</del>	<del>Reserved Compliance with Environmental Management Systems (May 2011)</del>	
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)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.120	52.227-4	Patent Indemnity—Construction Contracts (Dec 2007)	
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)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.141	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
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)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.166	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	
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"> <li>• INL contractor</li> <li>• Ft. St. Vrain Physical Security contractor</li> <li>• Navy Contractor</li> </ul>	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 <sup>th</sup> 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 <sup>th</sup> 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	<p>(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;</p> <p>(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,</p> <p>(iii) timely data responses to Departmental annual and ad hoc pension and Post Retirement Benefit (PRB) data requests</p>	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				
131	Reserved				
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	
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	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
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	
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

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
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	
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	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
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 (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <a href="http://www.esrs.gov">http://www.esrs.gov</a>	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.
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	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
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	
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	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
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.
167	List of Closure Facility Hazards	10 CFR 851.21	As required	Approve	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
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	<del>Revision to the Update Training Program Plan or training procedures for granting exceptions and Matrix (or a letter stating no changes)</del>	DOE O 426.21	<del>Every 3 years</del> As required	Approve	<u>DOE approval is required prior to implementation if Contractor revises the nuclear facility training program documents or the training extensions, exceptions, and exceptions procedure</u>
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	

Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
177	Reporting Nonconforming Items	FAR 52.246-26	As required	Information	DOE will transmit the report to the Government-Industry Data Exchange Program
<b>FORT ST. VRAIN-SPECIFIC DELIVERABLES</b>					
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  <b>This includes a transition deliverable.</b>
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	



Deliverable Number	Deliverable	Driver Requirement	Deliverable Due	DOE Action	Notes
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><b>Clarification for DOE O 142.3B, Chg 1 (LtdChg):</b></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><b>Clarification for DOE O 151.1D, Chg 1</b></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><b>Clarification for DOE O 153.1A</b></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/NNSA’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/NNSA 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 <del>Admin Chg 1</del> <u>Chg 2 (Admin Chg)</u>	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 425.1E	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 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><b>Clarification for DOE O 470.3C Chg 2</b></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><b>Clarification for DOE O 474.2A</b></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 <u>Chg 1</u> (LtdChg)	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

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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 <a href="http://www.wipp.energy.gov/Documents_All_Number.htm">http://www.wipp.energy.gov/Documents_All_Number.htm</a>
DOE/ID-11389	OU 7 13/14 Phase 1 RD/RA Work Plan, Rev. 2, Date June 2013
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PLN-5686	ICP Core Implementation Plan 10 CFR 851 Technical Amendment
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